

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/240

TITLE: Downer RML Pty Ltd New South Wales Enterprise Agreement, 2003-2006

I.R.C. NO: IRC3/5488

DATE APPROVED/COMMENCEMENT: Approved 23 October 2003/Commenced 14 October 2003

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**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 5 December 2003

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees of Downer RML Pty Ltd who are subject to the application of all work carried out in NSW Power Stations and all other projects or works within NSW, who are within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

PARTIES: Downer RML Pty Ltd, Newcastle -&- the Electrical Trades Union of Australia, New South Wales Branch

**DOWNER RML PTY LTD AGREEMENT FOR NEW SOUTH WALES
ENTERPRISE AGREEMENT, 2003-2006**

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1. Introduction

This Agreement has been jointly developed by Downer RML Pty Ltd, its employees, and the Electrical Trades Union of Australia, NSW Branch with the purpose of developing and implementing workplace reform strategies so as to produce a continuous improvement environment aimed directly at improving the competitiveness of the Company within the marketplace, delivering projects on time and within budget along with job satisfaction and security for employees.

2. Title

This Agreement shall be known as the Downer RML Pty Ltd New South Wales Enterprise Agreement, 2003-2006.

3. Definitions

For the purpose of this Agreement:

"Agreement" means this Enterprise Agreement.

"Company" means Downer RML Pty Ltd.

"Employee" means an employee of the Company performing work within the scope of this Agreement.

"NECA" means the National Electrical Contractors Association.

"Parent Award" means the Electrical, Electronic and Communications Contracting Industry (State) Award 1992, Consolidated 8 February 2000

"Union" means the Electrical Trades Union of Australia, NSW Branch.

"Consultative Committee" means a committee of elected employees and nominated Company representatives.

4. Objectives

The parties to this Agreement are committed to the following shared objectives:

To ensure customer satisfaction in the provision of services.

To increase the competitiveness, productivity, efficiency and flexibility of the Company and its workforce.

To Create a co-operative, safe and productive environment on the Company's projects.

To Continue the development of more flexible, efficient and adaptable management and work practices.

To establish and develop a better and more effective communication and consultation between the Company and its employees.

To implement and achieve the objectives of the company's and customers Quality Management and Environmental control and improvement Systems and Occupational Health and Safety procedures.

To improve job security and the working environment.

To implement a training skills enhancement program consistent with the provisions of the Parent Award and this Agreement for all employees.

To substantially reduce disputation and eventually eliminate lost time due to disputation.

To provide shareholders with a sound return on their investments.

To establish performance indicators so as to measure our performance.

5. Parties Bound

This Agreement shall be binding upon:

Downer RML Pty Ltd; and

All employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award; and

The Electrical Trades Union of Australia, NSW Branch.

6. Application of Agreement

This Agreement applies to the Company in respect to all employees who are engaged pursuant to the terms of this agreement and subject to the application of the following provisions.

- (a) All work carried out in New South Wales Power Stations.
- (b) All other projects or works within New South Wales.
- (c) Excluding works carried out within the county of Cumberland, under the "Downer RML Pty Ltd Sydney Construction Enterprise Agreement" 2002-2005, the Downer RML Pty Ltd Sydney Service Enterprise Agreement 2002-2005 and the "Downer RML Pty Ltd (Wollongong Branch) Enterprise Agreement 2003-2006.
- (d) The Project known as the "Eraring Power Station Control System Upgrade" has been novated to DRML as part of the ABB acquisition. This project, tendered under the ABB Enterprise Agreement at the "General Construction" pay rates therefore the "General Construction" pay rates in appendix "A" will apply to this contract.
- (e) A two year period contract has been novated to DRML for maintenance works on the Kooragang Bulk Facilities site as a result of the ABB acquisition and there exists employment contracts with employees involved based on the metal trades award. Rates of pay now in existence under those agreements will apply.
- (f) Where there is any inconsistency between this Agreement and the Parent Award, the Agreement shall prevail to the extent of the inconsistency.
- (f) Where a situation/condition is not stated in this Agreement, the provisions of the Parent Award shall prevail.

- (g) Where there is a "Project Specific Agreement" and or "Enterprise Agreement" having application and providing pay rates, allowances and conditions in excess of those contained in this agreement, then those pay rates, allowances and conditions shall apply.
- (h) The conditions of this agreement will not apply to the company's manufacturing works or facilities maintenance contracts. The company reserves its position in relation to such works. Where necessary and appropriate, separate agreements will be negotiated and implemented.

7. Date and Period of Operation

- (a) This Agreement shall come into operation from the date of certification and remain in force until 30-6-2006. No retrospective payments will be made.
- (b) The parties to this Agreement shall continuously monitor the application of the Agreement via a Consultative Committee.

8. No Extra Claims

The Employees and the Union shall not pursue any extra claims, either Award or over Award for the life of the Agreement. Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the Company until the Agreement's nominal expiry date has passed. Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement.

9. Not to Be Used as a Precedent

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other State, Territory, Division or Department of Downer RML Pty Ltd, Plant or Enterprise.

10. Conditions of Employment

It is a term and condition of employment and of the obligations and rights occurring under this Agreement, that an employee:

comply with a request of the Company to work reasonable overtime in excess of the ordinary hours at any time during the seven days of the week at the appropriate remuneration; and

recognise the right of the Company to have an appropriate number and mix of classifications and skills during any hours of work; and

adhere to agreed start and finish times for all work periods; and

properly use and maintain all appropriate protective clothing and tools and equipment provided by the Company for specified circumstances; and

use any technology and perform any duties which are within the limits of the employee's skill, competence and training; and

understand that termination of employment will be based on job requirements and skills and that the principle of "last on - first off" will not apply. It is the needs and requirements of the Company, together with the efforts, skills and abilities of the employee which will be the determining factors regarding the retrenchment of employees and

maintain commitment to, and comply with the Company's directions (consistent with the objectives of the Agreement) with respect to, safety, quality, site cleanliness and waste management; and

provide and maintain an adequate kit of tools in accordance with the Parent Award or this Agreements requirements, clause 39 and appendix "C"; and

be committed to the objectives in Clause 4 of this Agreement and

be available, ready and willing to perform such work, including shift work, as the company shall reasonably require on the days and during the hours necessary for the employer to fulfil the company's contractual obligations.

All new employees (other than casuals) will be engaged on the basis of a 3 month probationary period, which shall count as service. The Company reserves the right to terminate a probationary employee at any time during this 3 month period subject to a week's notice or payment in lieu thereof.

The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.

11. Dispute Settlement Procedure

The parties agree that one of the fundamental objectives of this Agreement is to eliminate lost time in the event of a dispute. Further that it is in the best interests of both parties to achieve prompt resolution of disputes.

The most effective procedure to achieve this, is for the responsibility for resolution to remain as close to the source as is possible, it is with this uppermost in mind that the parties agree to strictly adhere to the dispute settlement procedure as follows:

(a) The employee/s or accredited employees representative wishing to raise any matter affecting the employee/s shall:

initially raise the matter with the employee/s immediate supervisor/foreperson. If agreement is not reached at this level, the employee/s or representatives shall then;

raise the matter with the Company Manager or his representative. If agreement is not reached at this level and an employee representative has been involved, the employee representative will then;

Be provided with telephone facilities to speak to an official of the Union and request representation at a further conference to be held at a date and time mutually acceptable.

- (b) Should negotiations as prescribed in (a) above fail, the matter (where appropriate) shall be referred to the National Electrical Contractors Association and the State Secretary of the Union or his/her nominee within five working days, at which level a conference of the parties shall be convened without delay.
- (c) In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of New South Wales for conciliation and/or arbitration.
- (d) Whilst the above procedure is being effected, work shall continue normally.
- (e) All parties subject to the industrial rights of the parties shall strictly observe all recommendations, orders and/or directions of the Australian Industrial Relations Commission.

12. Consultative Mechanism

The parties agree that a precondition for the effective operation of the Agreement is the establishment of consultative mechanisms with the Company. To this end, a Consultative Committee, comprising of Company appointed representatives and employee elected representatives shall be established and maintained. The purpose of the Consultative Committee shall be to consult, develop, recommend and assist to implement strategies and measures designed to achieve the objectives outlined under Clause 4 of this Agreement.

13. Hours of Work

- (a) The parties agree that the current working arrangements for hours of work provisions (including, but not limited to, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered during the life of this Agreement following consultation and agreement between the Company and the majority of affected site personnel so as to provide greater flexibility and to meet project and/or shift work or operational requirements. The criteria that will be used in assessing the desirability of proposed changes to hours of work will include the impact on efficiency, operational and project requirements, productivity, quality and quality of life.

The parameters for ordinary hours for the purpose of this agreement shall be an average of 38 hours per week and shall be between 6:00 AM and 6:00 PM on any or all of the days Monday to Friday. The ordinary hours of work shall be worked continuously except for meal breaks. Different methods of implementation of the hours of work may be applied to various groups or sections of employees by agreement.

- (b) Subject to agreement. Consideration will be given for the starting time to be before 6:00 AM during daylight saving.
- (c) Staggered starting and finishing times may be introduced by agreement with employees at the site to help overcome any problems or potential delays. As a consequence, breaks taken during the course of the day shall also be staggered.
- (d) Start and Finish Times - By agreement between the Company and the employees, the timing of morning tea and lunch time will be flexible, so that lost time in moving between the site sheds and the work face will be kept to a minimum.

- (e) An employee's weekly ordinary hours of work can consist of both day work and shift work, provided that the appropriate shift allowance is paid for any shift work in accordance with clause 21 of the "Award".
- (f) There shall be no restriction on the working of overtime on an RDO weekend. The practice of "one in, all in" shall not apply.
- (g) A minimum of 8 hours rest period between each shift will apply. In the event that excessive travel time renders a period of 8 Hours inadequate, having the potential to compromise the health and safety of employees the rest period may be extended by agreement with the employees affected. The decision will be made on a case by case basis.

14. Shift Work

- (a) The above flexible hours of work provisions will also apply to shift work as defined by the Parent Award.
- (b) Twenty minutes shall be allowed to shift workers each shift for a crib break, which shall be counted as time, worked. In the case of 12 hour shift systems, two twenty minute crib breaks will be taken approximately 4 hours apart. Each crib break will be taken in accordance with the needs of the operation and will be counted as time worked.
- (c) Shift workers on 12 hour day and night rotating shifts will not work more than 6 x 12 hour consecutive shifts. A minimum of 8 hours rest period between each shift will apply.

- (d) Saturday rate for shift workers -

Shift workers for their ordinary shift performed on Saturday shall be paid at the rate of time and one half.

- (e) Transfer of day workers from day work to shift work -

Day workers may be employed as and become shift workers for a period of not less than five shifts or not less than four shifts when the fifth shift is their 38 hour week rostered day off shift and paid accordingly.

An employee shall be paid at overtime rates for any shift upon which they have not been given at least 48 hours' notice.

- (f) Transfer of shift workers -

A shift worker who is required to work on a shift other than the shift on which they would ordinarily be rostered shall be paid at overtime rates for any such shift in respect of which they have not been given at least 48 hours' notice.

This provision shall not apply when the employee reverts to the shift on which they would ordinarily have been rostered.

(g) Annual Leave -

In addition to the benefits provided by section 3 of the *Annual Holidays Act, 1944* (NSW), with regard to an annual holiday of four weeks, an employee who, during the year of their employment with the Company with respect to which they become entitled to the said annual holiday of four weeks, gives service to the Company as a seven-day shift worker, shall be entitled to the additional leave as hereunder specified:-

If during the year of their employment they have served the Company continuously as a seven-day shift worker the additional leave with respect to that year shall be one week.

if during the year of their employment, they have served for only portion of it as a seven-day shift worker the additional leave shall be one day for every thirty-three ordinary shifts worked as a seven-day shift worker;

An employee shall be paid for such additional leave at the annual leave rate of pay, for the number of ordinary hours of work which those employees would have been rostered for duty during the period of additional leave;

where the additional leave calculated under this subclause is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only;

In this clause reference to one week and one day shall include holidays and non-working days.

A seven-day shift worker under this subclause shall be paid at the appropriate rate for any 'compulsory roster' shift, also known as a 'roster shift' which they would have worked during this period of annual leave had they not been on annual leave.

(h) Days added to the period of Annual Leave.

(a) An employee who is rostered off duty on a day which is a prescribed holiday and who is not required to work on that day shall:

have one day added to their annual leave period; or

by mutual consent, be paid, in the pay for the period in which the holiday falls, for the holiday at the rate payable pursuant to the award.

Except on a Saturday in the case of employees employed as Monday to Saturday shift workers who are regularly rostered for duty on Saturdays as ordinary working days.

(i) Shift Cover

Due to the Company's commitment to the provision of maintenance services, it will become necessary for its employees to follow 12 hour shift patterns as worked by our clients personnel. The provision of such will be required to cover planned and unplanned absences of our client's employees. Implementation will proceed by agreement with the employee(s) concerned and will be based on several scenario shift types with and/or without notice as set out in appendix D.

15. Rostered Days Off

- (a) Rostered Days off (RDO's) - The Company and the employees agree to increase flexibility with regard to the taking of RDO's. By agreement between the Company and employees affected, RDO's may be rescheduled or staggered over the work cycle rather than taken on industry RDO days.
- (b) Records of each employee's RDO status will be kept by the employer and made available to the employee or his nominee upon request.
- (c) To achieve the flexibility of rescheduled RDO's employees will have the options as laid down below either Option 1, 2, 3 or 4 as long as manning levels on work sites are maintained.
- (d) Option 1

The employee takes the Industry Nominated RDO day as per the Industry produced calendar for RDO's each year.
- (e) Option 2

The employee works on the Industry Nominated RDO day and then has one day off within 3 weeks of the Industry RDO day. The time off being mutually agreed between the employer and the employee.
- (f) Option 3

The employee works on the industry nominated RDO days and banks up to a maximum of 5 RDO days before he takes his 5 days off. The time off being mutually agreed between the employer and the employee.
- (g) Option 4

Upon negotiation an employee may work the nominated RDO and receive payment at the appropriate rate for it within the same work cycle.

16. Industrial Impact on Clients Production

- (a) To protect the credibility of the Company and the job security of employees, the parties agree that disputes will be managed in accordance with the disputes settlement procedure and that work will continue without interruption during the process.

- (b) In relation to works being undertaken on BHP and or OneSteel Pty Ltd's operating works the following shall apply.

In the event the disputes settlement procedure process breaks down and a stoppage of work is to be applied, the stoppage will not occur within the next 10 days if the stoppage of work will cause interruption, delay or damage to the client's processes, Machinery or manufacturing runs and operations.

17. Impact of Client Industrial Disputes on Company Contract Work

- (a) When the Company's employees are working within the boundaries of a client's operation and the client's employees enter upon an industrial stoppage, the Company's employees will continue at work where:

The work is in the terms and specifications of a specific fixed price contract, whether described by the client as "capital", "maintenance" or "services".

Can be continued without carrying out any work of the client's employees on strike.

- (b) In instances where work cannot continue because of the client's employees' stoppage, there will be no restriction on work carrying on in the Company's Workshop whether or not the workshop is located within the clients site or carrying out work at another contract location.
- (c) However, in the unlikely event that the process breaks down and a work stoppage or disruption may be applied, then written notification of the intended stoppage or disruption will be given by the union to the Company.

18. Sick Days

It is agreed by the Company and the employees that the use of sick days will strictly be in accordance with the provisions of Clause 22 of the Parent Award and Clause 2 of the Electrical Contracting Industry Family Leave (State) Award IRC 1 157 of 1995.

19. Commencing Work

Employees shall make themselves available at the nominated starting point, dressed, equipped and ready to commence work at the work start time. Wash up time shall occur after the finish time.

By agreement between the company and employees the timing of morning tea and lunch breaks will be flexible.

20. Wages

- (a) Wage rates for employees shall be as prescribed in Appendix A. These wage rates are effective from the first full pay period to commence on or after the dates specified in the Schedule.

- (b) The wage rates prescribed in Appendix A. Power Stations will not apply to the following project in existence prior to the implementation of this agreement.

The "General Construction" pay rate will apply to the project known as "Eraring Power Station Control System Upgrade"

- (c) These wage increases will be in lieu of any other increases granted by the Australian Industrial Relations Commission during the term of this Agreement and include all Parent Award construction work allowances. Except that should the Parent Award's all purpose hourly wage rates exceed the rates under this Agreement, employees shall be paid at the higher hourly rate.
- (d) Non all purpose rate related allowances if applicable, with the exception of excess fares and travel and BHP, Onesteel and Power Station allowances, will be paid in accordance with the Parent Award and varied as the Parent Award is varied.

21. Productivity\Site Allowances

- (a) Subject to the exclusions contained herein a productivity allowance of \$ 1.00 per hour worked will be paid to employees engaged upon commercial construction projects upon commencement of this Agreement. This allowance is to apply on new projects tendered after the date this agreement is certified (valued in excess of \$ 15.0 M) and will not be subject to penalty addition and shall be in lieu of all or any Parent Award disability allowances, with the exception of the multi-storey allowance.
- (b) Site allowances will only be paid where contractual obligations exist. In such cases the productivity allowance will be absorbed into site allowances except where contract conditions require otherwise and the company is reimbursed for these additional allowances.
- (c) Neither this productivity allowance nor any site allowances will apply in the Company's Manufacturing Works or on Maintenance and or Service contracts, or to any Engineering, Manufacturing, Processing Plants, Mining operations and
- (d) Construction Projects, unless specifically required under the terms of a Construction Agreement, or specific Project Agreement.
- (e) Subject to the conditions stated above, when applicable, apprentices will receive a productivity allowance of no more than \$ 0:50 per hour.
- (f) Site/project allowances will be paid in addition to the productivity allowance only under one of the following circumstances:

Where such an allowance is awarded by the Industrial Relations Commission as a specific additional allowance; or

Where such an allowance is required by a site condition specified at the time of the tender or

Where a contract between the Company and the head contractor/client does not contain provision for a site allowance; but after the contract is made the head contractor/client makes an agreement under which a site allowance is payable; and the head contractor/client agrees in writing to reimburse the Company the full cost of the said allowance.

22. No Disadvantage

- (a) No employee shall suffer an overall reduction in pay as a result of the making of this Agreement. The components used to determine if any financial disadvantage has occurred are wage rates, productivity allowance and excess fares and travel time only. Site allowance, superannuation, redundancy and top-up/24 hour employee insurance contributions will not form part of an employee's pay for this purpose. Further, this assessment will be based on an ordinary 38 hour working week and no overtime shall be taken into account.

23. Superannuation

- (a) The Company will pay superannuation contributions into (subject to legislative requirements) the NESS No.1 Superannuation Scheme, C+BUS where appropriate, for each employee. The contribution rate shall be as required by the Superannuation Guarantee Legislation, provided that the weekly minimum contribution for all employees, except apprentices and trainees, will be \$60:00 per week worked.
- (b) All superannuation contributions will be paid monthly or,
- (c) As required by the Trust Deed.

24. Redundancy

Redundancy will be paid strictly according to the provisions of the Electrical Electronic and Communications Contracting Industry (State) Award, with the exception that this Agreement shall apply notwithstanding that employment is terminated by the Company due to the ordinary and customary turnover of labour.

The Company agrees to make redundancy contributions in respect of each Employee (excluding Apprentices and Trainees) who is engaged upon construction work. These redundancy contributions will be paid into either the Mechanical Electrical Redundancy Trust ('MERT') or the Australian Construction Industry Redundancy Trust ('ACIRT'). The weekly contribution rate for each Employee (excluding Apprentices and Trainees) engaged upon construction work shall be:

From date of agreement, at the rate of \$ 55.00 per week worked;
From 1 July 2004 a rate of \$ 60:00 per week worked
From 1 July 2005 a rate of \$ 65:00 per week worked

Employees (excluding Apprentices and Trainees) engaged upon construction work will be entitled to a Redundancy benefit for each week of service with the Company being the greatest of the following amounts:

- (a) the amount to be contributed to MERT or ACIRT in accordance with this agreement; or
- (b) the amount contributed by the Employer to MERT or ACIRT; or
- (c) the amount prescribed by the relevant Industrial Award; or
- (d) the amount prescribed or awarded by the relevant Industrial Relations Commission.

The amount of contributions paid to the MERT or ACIRT under paragraph (b) shall be set off against any entitlement under paragraph (a), (c) or (d). The contribution shall be paid monthly into MERT or ACIRT, in accordance with the requirements of MERT or ACIRT.

MERT shall be the fund utilised under this Agreement, unless payments into MERT are to attract fringe benefits taxation liability. If MERT payments are to attract fringe benefits taxation liability, ACIRT shall be the fund utilised under this agreement.

25. Top-Up / 24 Hour Income/ Accident Protection Insurance

It is a condition of this Agreement that the Company will provide Top-Up/ 24 Hour Employee Insurance (to a maximum premium value per person of \$ 12.00 per week unless otherwise agreed) in accordance with the Policy schedules.

26. Clothing

- (a) The uniform is to promote the Company as a professional organisation throughout the industry.
- (b) Employees issued with Company uniforms and clothing shall wear such items during all working hours and each employee shall maintain their clothing/uniform in a respectable condition as approved by the Company. Clothing will be replaced every 12 months or in special circumstances on a wear and tear basis. Clothing/uniform issue is restricted to permanent employees with greater than 3 months service (i.e., after the probationary period). There shall be no automatic re-issue of clothing where an employee is placed on a new site.
- (c) Clothing will be issued to all employees as per standard Company policy consisting of. Two (2) pair long drill trousers, two (2) long sleeve drill gusseted shirts or two (2) pair overalls or two pair shorts and short sleeved shirts where appropriate. 1 pair of steel capped safety boots.
- (d) The issue of clothing is subject to conditions stated below.

Shorts and short sleeved shirts can not be worn where personal safety would be compromised and or in situations where client or company policies require.

Responsibility rests with the employees electing to wear shorts and short sleeved shirts to ensure that the wearing of such clothing does not contribute to an unsafe situation and that UV screening creams are used at all times when working outdoors.

The company continuously monitors each situation and will consider the issue of additional clothing as appropriate to maintain the presentation of the company. The company retains the right to have the final decision in relation to additional issues.

27. Footwear

Employees are required to wear safety footwear. This safety footwear shall be supplied by the Company and maintained by the employee. Employee's who have been issued safety footwear will have such safety footwear replaced on a fair wear and tear basis upon the presentation of old unserviceable footwear. There shall be no automatic reissue of footwear where an employee is placed on a new site. Employees requiring special footwear eg, built up soles shall be entitled to such footwear.

28. Jackets

Where harsh site working conditions prevail and at the request of the employee, such employees shall be provided jackets. Employees who have been issued jackets will have such jackets replaced on a fair wear and tear basis upon presentation of old unserviceable jackets. The standard company issue is a Lined Bluey Jacket.

29. Transfer of Labour

If a halt to productive work occurs which is not the fault or the responsibility of the Company, the parties agree that employees can be relocated to other unaffected areas to continue productive work or to other sites if work is available. Provided that employees will continue to be paid in accordance with this Agreement during such a temporary transfer.

30. Skill Development

- (a) The Company acknowledges the changing pace of technology in the electrical contracting industry and the need for employees to understand those changes and have the necessary skill requirements to keep the Company at the forefront of the industry.
- (b) The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

Developing a more highly skilled and flexible workforce.

Providing employees with career opportunities through appropriate training to acquire the additional skills as required by the Company.

- (c) Taking into account:

The current and future skill needs of the Company.

The size, structure and nature of the Company.

The need to develop vocational skills relevant to the Company and the Electrical Contracting Industry.

- (d) Where, by agreement between the employee and Company, an employee undertakes training providing skills which are not a company specific requirement, then any time spent in the completion of this training shall be unpaid.

31. Wet Weather Procedure

- (a) In the event of wet weather, work in the open will continue until the particular work in hand can no longer be done safely and efficiently.

- (b) Whilst it is raining, employees will be required to:

Continue to work under cover or relocate to alternative work under cover, on site;

Obtain materials and services for employees working under cover where there is only minimal exposure to inclement weather;

When required, perform emergency and safety work. In addition, work on unexpected breakdowns that can be corrected in limited time duration.

- (c) Should a portion of the project be affected by wet weather, all other employees not so affected shall continue working, regardless that some employees may be entitled to cease work due to wet weather.

- (d) If it is required appropriate clothing will be provided by the Company whilst work continues in an inclement weather situation. Such clothing will remain the property of the Company.

- (e) Walking to and from unaffected areas on a project or site will be carried out using the appropriate clothing supplied by the Company.

- (f) If a halt to productive work occurs due to inclement weather, the parties agree employees may be relocated to other unaffected sites.

- (g) Where the above steps are not possible, affected employees may be required to attend tool box meetings, work planning sessions or skills development activities, all of which will count as productive time for payment purposes.

32. Payment of Wages

- (a) Wages will be paid weekly by electronic funds transfer (EFT). The Company shall comply with all provisions to the keeping of time and wage records and the production of pay slips in accordance with the *Industrial Relations Act 1996*.
- (b) The employee with the assistance of the Company is responsible for the accurate and timely completion and provision of time sheets and production records.

33. Fares and Travelling Allowances

- (a) Employees will be paid an excess fares allowance as prescribed by Appendix A where they have an entitlement to this allowance under the Parent Award.
- (b) Where an employee has an entitlement to the average excess travelling time payment pursuant to subclause 4.4.2 of the Parent Award, the payment will be as prescribed by Appendix A. (Wage Rates)
- (c) Where necessary the company will manage and implement appropriate measures giving due consideration to each situation with respect to fatigue and safety of personnel
- (d) These payments will not apply where an employee is absent for the day.
- (e) Where employees are provided with company vehicles or group transport for the journey to and from the workplace, these employees shall not receive the fares payment.
- (f) Both allowances are fixed for the life of the Agreement.

34. Picnic Day

In accordance with picnic day provisions, the Company shall require from an employee proof of picnic day attendance, ie ETU ticket purchase, before payment will be made for the day. A ticket purchased in relation to an alternative union picnic day is not sufficient for the purposes of payment.

35. Distant/Away Work

- (a) Where an employee genuinely volunteers to be transferred to a distant site, they shall not be entitled to living away allowances or travel expenses.
- (b) Where an employee is specifically requested to transfer to a distant site, they shall be entitled to living away allowances.

- (c) All arrangements regarding distant sites shall be formalised in writing and witnessed by another employee. The selection of employees for away work shall be solely at the discretion of the Company.

36. Quality Assurance

The parties endorse the underlying principles of the Company's quality management system, which seeks to ensure that its services are provided in a manner which best conforms to the requirements of the contract with its customer. This requires the Company to establish and maintain, implement, train and continuously improve its procedures and processes, and employees to follow the procedures, document their compliance and participate in the improvement process. In particular, this will require employees to regularly and reliably fill out documentation and checklists to signify that work has been carried out in accordance with the customer's specific requirements. Where necessary, training will be provided in these activities.

37. Occupational Health and Safety

- (a) The Company is committed to provide a safe and healthy working environment in which its employees can work. The emphasis of this commitment is on the identification of potential unsafe practices and the prevention of accidents and injury.
- (b) Managers and supervisors have the responsibility at all times to ensure that safe working procedures are in place and observed and to assist in the rehabilitation of injured employees.
- (c) Employees have the responsibility at all times to observe safe working procedures and to work in such a way that controls the risk of injury to themselves and other employees with whom they work.

No employee will be under the influence of either alcohol or illicit drugs during work hours including meal breaks.

All employees must be prepared to submit to random alcohol and drug tests, or following an incident if it is considered that either alcohol or illegal drug use has contributed to the incident.

Responsibility rests with the employee to manage this personal issue, however the company can arrange for testing if requested prior to work commencement.

- (d) There will be no smoking allowed in any enclosed areas including any offices, crib huts or construction buildings and vehicles.
- (e) Any dispute arising out of Occupational Health and Safety issues will be dealt with in accordance with Clause 11 or, where relevant, State Legislation, statutory Regulations or Codes of Practice, and will involve vacating only those areas where safety is at risk. It is agreed that no industrial action, interruption to or dislocation of work shall occur before a conciliatory process has been conducted to discuss and resolve any OH&S issue at a workplace level.

38. Classifications

There will be no Grade 6 re-classification claims for the duration of this Agreement except where such claims are in strict accordance with the Award criteria.

39. Tools

- (a) The parties agree that a necessary precondition for a productive and efficient workforce is to ensure that employees maintain and provide an adequate kit of tools.
- (b) The parties agree that the tool list, Appendix C represents the minimum requirement to allow each employee to carry out their duties in a safe and efficient manner.
- (c) Tools shall be maintained by the employee and must be available at work at all times when required.
- (d) The company may request and the employee will, allow periodic inspections of the tool kit to ensure the standard of tools are maintained.
- (e) A tool allowance is included in the wage rates where applicable for tradespersons and apprentices for the provision and maintenance of an adequate tool kit.
- (f) The tool kit is to be of a minimum standard. That allows each employee to carry out their duties in a safe and efficient manner.
- (g) With the introduction of the battery drill to the tool list, the company will enter into a "One off purchase arrangement" for current employees covered by this agreement.

The company will if required procure the drill on behalf of employees at best net price. The cost of the drill will be shared between the company at 25% and the employee at 75%. The employees will have the option of paying the company immediately, or where sufficient accrued entitlements to secure any advance payment exist by a lump sum or as an equal weekly payment over a period of twelve weeks by an agreed payroll deduction. Secured by written authorisation from the employee for the company to deduct any outstanding amount from all wages and accrued entitlements in the event of termination.

A, maximum selection of three suitable drill types will be made by a group representing both management and employees. Varying drill types may suit different industry sectors and or personal preference.

Thereafter, replacement of drill and or batteries plus repairs will be the responsibility of the employee.

Funding of the purchase for future employees will be at the sole discretion of the company and the shared payment provision will not apply.

- (h) At the sole discretion of the company and where requested by the employee tools can be provided by the company. Reimbursement to the company for such purchases will be made by weekly, agreed and authorised payroll deductions.
- (i) For the In consideration of the employees agreeing

- (j) The company will provide compensation, where in the course of their duties, an employee's tools are damaged, destroyed or stolen while stored within a secure storage area, provided by the company.
- (k) Responsibility for the placement of both the company's and personal tools into secure storage areas rests with the employee at the completion of work and during the taking of meal breaks.
- (l) Compensation for damage, to the extent of the damage sustained shall be made where, in the course of the work, tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that, the employer's liability shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.
- (m) Compensation for loss of tools, an employer shall, on behalf of the employee, replace tools lost by breaking and entering whilst securely stored at the employers direction in a room or building on the employers premises, job, workshop or in a lock-up to a maximum trade value of \$ 357:10.
- (n) Provided that this payment will not be made if the employer has requested the employee to supply a list of tools required to be kept on the job and the employee has not supplied such a list. The employer has the right to inspect the employee's tools at regular intervals to ensure that they match the list supplied by the employee and that they match the requirements of the job.
- (o) In all cases, the employee shall be liable to pay the first amount of \$ 58:00 for each and every claim for compensation.
- (p) Any claim for such loss of tools must be supported by a police report.

Subject to all other provisions and entitlements detailed in this clause. The company at it's sole discretion may, subject to it's knowledge of the quantity and standard of an employee's tool kit verified by line supervision give due consideration to the replacement of tools to a greater value than specified in paragraph k) of this clause to the extent of the valuation of the tools and or tool item described in the tool list "appendix C" to this agreement. Where the company pay in excess of the award provision for loss, the personal excess amount identified in paragraph m) will be increased by \$ 15:00 for each additional \$ 100:00 of reimbursement. The total excess amount will be to the employees account.

40. Union Dues

The Company agrees to make payroll deductions at the request of the employee for union dues during the life of the Agreement.

41. Counselling and Disciplinary Policy and Procedures

Attached as Appendix (B) to this Agreement is the Company's Counselling and Disciplinary Policy and Procedures. Its objective is to describe the procedures and mechanisms involved in the fair treatment of individual employees with respect to discipline. The Company and the employees agree to abide by this document.

42. Renewal of Agreement

Discussions will take place no later than 8 weeks prior to the expiry of this Agreement to renegotiate a future agreement.

43. Accredited Shop Steward:

Subject to compliance with any existing and or future industrial and or common law provisions the company will not discourage employees from becoming and remaining members of a representative body.

An employee appointed shop steward in the shop, site or department in which he/she is employed shall upon notification thereof to his/her employer, be recognised as the accredited representative of the Union. An accredited shop steward shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting employees whom he/she represents.

Subject to the prior approval of the employer an accredited shop steward shall be allowed at a place designated by the employer a reasonable period of time during working hours to interview a duly accredited official of the Union on legitimate Union business.

The company will respect all properly and democratically elected employee representatives and such representatives, following request to and the granting of permission by the employer and or his representative may have access to agreed company facilities to assist in the consultative process associated with the company's business.

The company is committed to a continuous development process for all employees by training. Training must be relevant to the company's business and needs. All training programs are assessed and selected on this basis. Training considered necessary for employee representatives including Union delegates will be considered in line with these provisions. The company reserves the absolute right in the provision of training.

44. Group Training Companies:

The Company when hiring apprentices or trainees from a Group Training Company will advise the Group Training Company in writing, and before hiring that:

- (a) The conditions of the company's enterprise agreement will apply, and all persons hired to the company will be paid at least the rates and conditions of the agreement while they are so engaged.
- (b) In addition notification will also be given where a site or project allowance is payable and payment of such allowances will also be made if applicable.

45. Supplementary Labour

The parties agree that when necessary, additional labour resources can be sourced from Labour Hire companies. Where such labour is used for works covered by this agreement. The agreement between the company and the labour hire company shall include a condition, that the rates and conditions provided for in this agreement will be paid to those employees by the labour hire company while they are engaged by this company on such works.

46. Signatories

Signed by: _____ Date: _____
-

For and on behalf of Downer RML Pty Ltd.

Signed by: _____ Date: _____
-

For and on behalf of the Electrical Trades Union of Australia, NSW Branch representing the employees of Downer RML Pty Ltd.

Wage Rate Schedule General Construction												
	1-Jul-03				1-Jan-04				1-Jul-04			
Classification	A.P.	38 Hr	Fares	Travel	A.P.	38 Hr	Fares	Travel	A.P.	38 Hr	Fares	Travel
	Rate	Week		Time	Rate	Week		Time	Rate	Week		Time
Grade 1	16.25	617.64	55.00	45.85	16.68	633.85	55.00	45.85	17.12	650.45	55.00	45.86
Grade2 (T/A)	17.27	656.25	55.00	48.71	17.72	673.46	55.00	48.71	18.19	691.11	55.00	48.72
Grade 3	18.29	694.85	55.00	51.58	18.77	713.08	55.00	51.58	19.26	731.76	55.00	51.59
Grade 4	19.30	733.45	55.00	54.44	19.81	752.69	55.00	54.44	20.33	772.41	55.00	54.46
Grade 5 Unlicensed	20.61	783.25	55.00	60.00	21.14	803.51	55.00	60.00	21.69	824.27	55.00	60.00
Grade 5 Registration	20.99	797.75	55.00	60.00	21.53	818.00	55.00	60.00	22.07	838.76	55.00	60.00
Grade 5 Qual Supervisor	21.32	810.15	55.00	60.00	21.85	830.40	55.00	60.00	22.40	851.16	55.00	60.00
Grade 6	22.35	849.31	55.00	60.00	22.91	870.58	55.00	60.00	23.48	892.38	55.00	60.00
Grade 7	24.41	927.64	55.00	60.00	25.02	950.93	55.00	60.00	25.65	974.80	55.00	60.00
Grade 8	26.47	1005.96	55.00	60.00	27.14	1031.28	55.00	60.00	27.82	1057.23	55.00	60.00
Grade 9	27.50	1045.12	55.00	60.00	28.20	1071.45	55.00	60.00	28.91	1098.44	55.00	60.00
Grade 10	30.60	1162.61	55.00	60.00	31.37	1191.98	55.00	60.00	32.16	1222.08	55.00	60.00
Indent Apprentices												
App. 1	8.22	312.19	55.00	23.12	8.42	319.99	55.00	23.12	8.63	327.99	55.00	23.12
App. 2	10.86	412.82	55.00	30.57	11.14	423.14	55.00	30.57	11.41	433.71	55.00	30.57
App. 3	15.09	573.29	55.00	42.46	15.46	587.63	55.00	42.46	15.85	602.32	55.00	42.46
App. 4	17.22	654.31	55.00	48.46	17.65	670.67	55.00	48.46	18.09	687.43	55.00	48.46
Trainee Apprentices												
App. 1	9.27	352.44	55.00	26.10	9.51	361.25	55.00	26.10	9.74	370.28	55.00	26.10
App. 2	12.21	463.90	55.00	34.36	12.51	475.50	55.00	34.36	12.83	487.38	55.00	34.36
App. 3	16.50	626.96	55.00	46.43	16.91	642.64	55.00	46.43	17.33	658.70	55.00	46.43
App. 4	18.03	685.27	55.00	50.75	18.48	702.40	55.00	50.75	18.95	719.96	55.00	50.75

Wage Rate Schedule General Construction												
	1/01/2005				1/07/2005				1/01/2006			
Classification	A.P. Rate	38 Hr Week	Fares	Travel Time	A.P. Rate	38 Hr Week	Fares	Travel Time	A.P. Rate	38 Hr Week	Fares	Travel Time
Grade 1	17.57	667.48	55.00	45.90	18.02	684.93	55.00	45.96	18.50	702.81	55.00	46.01
Grade 2(T/A)	18.66	709.19	55.00	48.77	19.15	727.73	55.00	48.83	19.65	746.74	55.00	48.88
Grade 3	19.76	750.91	55.00	51.64	20.28	770.54	55.00	51.70	20.81	790.66	55.00	51.76
Grade 4	20.86	792.63	55.00	54.51	21.40	813.35	55.00	54.57	21.96	834.59	55.00	54.63
Grade 5	22.25	845.54	55.00	60.00	22.83	867.36	55.00	60.00	23.41	889.71	55.00	60.00
Unlicensed												
Grade 5	22.63	860.04	55.00	60.00	23.21	881.85	55.00	60.00	23.79	904.21	55.00	60.00
Registration												
Grade 5 Qual	22.96	872.44	55.00	60.00	23.53	894.25	55.00	60.00	24.12	916.61	55.00	60.00
Supervisor												
Grade 6	24.07	914.72	55.00	60.00	24.67	937.62	55.00	60.00	25.29	961.09	55.00	60.00
Grade 7	26.30	999.27	55.00	60.00	26.96	1024.36	55.00	60.00	27.63	1050.06	55.00	60.00
Grade 8	28.52	1083.8	55.00	60.00	29.24	1111.09	55.00	60.00	29.97	1139.04	55.00	60.00
Grade 9	29.63	1126.10	55.00	60.00	30.38	1154.46	55.00	60.00	31.15	1183.52	55.00	60.00
Grade 10	32.97	1252.94	55.00	60.00	33.80	1284.56	55.00	60.00	34.66	1316.98	55.00	60.00
Indent. Apprentices												
App. 1	8.85	336.19	55.00	23.12	9.07	344.60	55.00	23.12	9.30	353.21	55.00	23.12
App. 2	11.70	444.56	55.00	30.57	11.99	455.67	55.00	30.57	12.29	467.06	55.00	30.57
App. 3	16.25	617.37	55.00	42.46	16.65	632.81	55.00	42.46	17.07	648.63	55.00	42.46
App. 4	18.54	704.62	55.00	48.46	19.01	722.24	55.00	48.46	19.48	740.29	55.00	48.46
Trainee Apprentices												
App. 1	9.99	379.54	55.00	26.10	10.24	389.03	55.00	26.10	10.49	398.75	55.00	26.10
App. 2	13.15	499.57	55.00	34.36	13.48	512.06	55.00	34.36	13.81	524.86	55.00	34.36
App. 3	17.77	675.17	55.00	46.43	18.21	692.05	55.00	46.43	18.67	709.35	55.00	46.43
App. 4	19.42	737.96	55.00	50.75	19.91	756.41	55.00	50.75	20.40	775.32	55.00	50.75

Wage Rate Schedule Onesteel

	1/07/2003				1/01/2004				1/07/2004			
Classification	A.P. Rate	38 Hr Week	Fares	Travel Time	A.P. Rate	38 Hr Week	Fares	Travel Time	A.P. Rate	38 Hr Week	Fares	Travel Time
Grade 1	17.23	654.92	55.00	45.85	17.66	671.12	55.00	45.85	18.10	687.73	55.00	45.86
Grade2 (T/A)	18.25	693.48	55.00	48.71	18.70	710.70	55.00	48.71	19.17	728.34	55.00	48.72
Grade 3	19.26	732.04	55.00	51.58	19.74	750.27	55.00	51.58	20.24	768.95	55.00	51.59
Grade 4	20.28	770.59	55.00	54.44	20.79	789.84	55.00	54.44	21.30	809.56	55.00	54.46
Grade 5 Unlic.	21.59	820.35	55.00	60.00	22.12	840.60	55.00	60.00	22.67	861.36	55.00	60.00
Grade 5 Registration	21.97	834.85	55.00	60.00	22.50	855.10	55.00	60.00	23.05	875.86	55.00	60.00
Grade 5 Qualified Supervisor	22.32	848.15	55.00	60.00	22.85	868.40	55.00	60.00	23.40	889.16	55.00	60.00
Grade 6	23.33	886.69	55.00	60.00	23.89	907.96	55.00	60.00	24.47	929.75	55.00	60.00
Grade 7	25.36	963.77	55.00	60.00	25.98	987.06	55.00	60.00	26.60	1010.94	55.00	60.00
Grade 8	27.39	1040.85	55.00	60.00	28.06	1066.17	55.00	60.00	28.74	1092.12	55.00	60.00
Grade 9	28.41	1079.39	55.00	60.00	29.10	1105.72	55.00	60.00	29.81	1132.71	55.00	60.00
Grade 10	31.45	1195.02	55.00	60.00	32.22	1224.38	55.00	60.00	33.01	1254.49	55.00	60.00
Indent. Apprentices												
App. 1	9.22	350.19	55.00	23.12	9.42	357.99	55.00	23.12	9.63	365.99	55.00	23.12
App. 2	11.86	450.82	55.00	30.57	12.14	461.14	55.00	30.57	12.41	471.71	55.00	30.57
App. 3	16.09	611.29	55.00	42.46	16.46	625.63	55.00	42.46	16.85	640.32	55.00	42.46
App. 4	18.22	692.31	55.00	48.46	18.65	708.67	55.00	48.46	19.09	725.43	55.00	48.46
Trainee Apprentices												
App. 1	10.27	390.44	55.00	26.10	10.51	399.25	55.00	26.10	10.74	408.28	55.00	26.10
App. 2	13.21	501.90	55.00	34.36	13.51	513.50	55.00	34.36	13.83	525.38	55.00	34.36
App. 3	17.50	664.96	55.00	46.43	17.91	680.64	55.00	46.43	18.33	696.70	55.00	46.43

Wage Rate Schedule Onesteel												
	1/01/2005				1/07/2005				1/01/2006			
Classification	A.P. Rate	38 Hr Week	Fares	Travel Time	A.P. Rate	38 Hr Week	Fares	Travel Time	A.P. Rate	38 Hr Week	Fares	Travel Time
Grade 1	18.55	704.76	55.00	45.90	19.01	722.20	55.00	45.96	19.48	740.09	55.00	46.01
Grade2 (T/A)	19.64	746.43	55.00	48.71	20.13	764.97	55.00	48.83	20.63	783.97	55.00	48.88
Grade 3	20.74	788.10	55.00	51.64	21.26	807.73	55.00	51.70	21.79	827.85	55.00	51.76
Grade 4	21.84	829.77	55.00	54.51	22.38	850.49	55.00	54.57	22.94	871.73	55.00	54.63
Grade 5 Unlic.	23.23	882.64	55.00	60.00	23.80	904.45	55.00	60.00	24.39	926.81	55.00	60.00
Grade 5 Registration	23.61	897.14	55.00	60.00	24.18	918.95	55.00	60.00	24.77	941.31	55.00	60.00
Grade 5 Qualified Supervisor	23.96	910.44	55.00	60.00	24.53	932.25	55.00	60.00	25.12	954.61	55.00	60.00
Grade 6	25.06	952.10	55.00	60.00	25.66	975.00	55.00	60.00	26.28	998.47	55.00	60.00
Grade 7	27.25	1035.41	55.00	60.00	27.91	1060.49	55.00	60.00	28.58	1086.20	55.00	60.00
Grade 8	29.44	1118.72	55.00	60.00	30.16	1145.98	55.00	60.00	30.89	1173.93	55.00	60.00
Grade 9	30.54	1160.37	55.00	60.00	31.28	1188.73	55.00	60.00	32.05	1217.79	55.00	60.00
Grade 10	33.82	1285.34	55.00	60.00	34.66	1316.97	55.00	60.00	35.51	1349.38	55.00	60.00
Indent. Apprentices												
App. 1	9.85	374.19	55.00	23.12	10.07	382.60	55.00	23.12	10.30	391.21	55.00	23.12
App. 2	12.70	482.56	55.00	30.57	12.99	493.67	55.00	30.57	13.29	505.06	55.00	30.57
App. 3	17.25	655.37	55.00	42.46	17.65	670.81	55.00	42.46	18.07	686.63	55.00	42.46
App. 4	19.54	742.62	55.00	48.46	20.01	760.24	55.00	48.46	20.48	778.29	55.00	48.46
Trainee Apprentices												
App. 1	10.99	417.54	55.00	26.10	11.24	427.03	55.00	26.10	11.49	436.75	55.00	26.10
App. 2	14.15	537.57	55.00	34.36	14.48	550.06	55.00	34.36	14.81	562.86	55.00	34.36
App. 3	18.77	713.17	55.00	46.43	19.21	730.05	55.00	46.43	19.67	747.35	55.00	46.43
App. 4	20.42	775.96	55.00	50.75	20.91	794.41	55.00	50.75	21.40	813.32	55.00	50.75

Wage Rate Schedule Power Stations

	1/07/2003				1/01/2004				1/07/2004			
Classification	A.P. Rate	38 Hr Week	Fares	Travel Time	A.P. Rate	38 Hr Week	Fares	Travel Time	A.P. Rate	38 Hr Week	Fares	Travel Time
Grade 1	17.23	654.92	55.00	45.85	17.66	671.12	55.00	45.85	18.10	687.73	55.00	45.86
Grade2 (T/A)	18.25	693.48	55.00	48.71	18.70	710.70	55.00	48.71	19.17	728.34	55.00	48.72
Grade 3	19.26	732.04	55.00	51.58	19.74	750.27	55.00	51.58	20.24	768.95	55.00	51.59
Grade 4	20.28	770.59	55.00	54.44	20.79	789.84	55.00	54.44	21.30	809.56	55.00	54.46
Grade 5 Unlic.	21.59	820.35	55.00	60.00	22.12	840.60	55.00	60.00	22.67	861.36	55.00	60.00
Grade 5 Registration	21.97	834.85	55.00	60.00	22.50	855.10	55.00	60.00	23.05	875.86	55.00	60.00
Grade 5 Qualified Supervisor	22.32	848.15	55.00	60.00	22.85	868.40	55.00	60.00	23.40	889.16	55.00	60.00
Grade 6	23.33	886.69	55.00	60.00	23.89	907.96	55.00	60.00	24.47	929.75	55.00	60.00
Grade 7	25.36	963.77	55.00	60.00	25.98	987.06	55.00	60.00	26.60	1010.94	55.00	60.00
Grade 8	27.39	1040.85	55.00	60.00	28.06	1066.17	55.00	60.00	28.74	1092.12	55.00	60.00
Grade 9	28.41	1079.39	55.00	60.00	29.10	1105.72	55.00	60.00	29.81	1132.71	55.00	60.00
Grade 10	31.45	1195.02	55.00	60.00	32.22	1224.38	55.00	60.00	33.01	1254.49	55.00	60.00
Indent. Apprentices												
App. 1	9.22	350.19	55.00	23.12	9.42	357.99	55.00	23.12	9.63	365.99	55.00	23.12
App. 2	11.86	450.82	55.00	30.57	12.14	461.14	55.00	30.57	12.41	471.71	55.00	30.57
App. 3	16.09	611.29	55.00	42.46	16.46	625.63	55.00	42.46	16.85	640.32	55.00	42.46
App. 4	18.22	692.31	55.00	48.46	18.65	708.67	55.00	48.46	19.09	725.43	55.00	48.46
Trainee Apprentices												
App. 1	10.27	390.44	55.00	26.10	10.51	399.25	55.00	26.10	10.74	408.28	55.00	26.10
App. 2	13.21	501.90	55.00	34.36	13.51	513.50	55.00	34.36	13.83	525.38	55.00	34.36
App. 3	17.50	664.96	55.00	46.43	17.91	680.64	55.00	46.43	18.33	696.70	55.00	46.43
App. 4	19.03	723.27	55.00	50.75	19.48	740.40	55.00	50.75	19.95	757.96	55.00	50.75

WAGE RATE SCHEDULE POWER STATIONS												
	1/01/2005				1/07/2005				1/01/2006			
Classification	A.P. Rate	38 Hr Week	Fares	Travel Time	A.P. Rate	38 Hr Week	Fares	Travel Time	A.P. Rate	38 Hr Week	Fares	Travel Time
Grade 1	18.55	704.76	55.00	45.85	19.01	722.20	55.00	45.91	19.48	740.09	55.00	45.96
Grade2 (T/A)	19.64	746.43	55.00	48.72	20.13	764.97	55.00	48.78	20.63	783.97	55.00	48.83
Grade 3	20.74	788.10	55.00	51.59	21.26	807.73	55.00	51.65	21.79	827.85	55.00	51.70
Grade 4	21.84	829.77	55.00	54.45	22.38	850.49	55.00	54.51	22.94	871.73	55.00	54.58
Grade 5 Unlic.	23.23	882.64	55.00	60.00	23.80	904.45	55.00	60.00	24.39	926.81	55.00	60.00
Grade 5 Registration	23.61	897.14	55.00	60.00	24.18	918.95	55.00	60.00	24.77	941.31	55.00	60.00
Grade 5 Qualified												
Supervisor	23.96	910.44	55.00	60.00	24.53	932.25	55.00	60.00	25.12	954.61	55.00	60.00
Grade 6	25.06	952.10	55.00	60.00	25.66	975.00	55.00	60.00	26.28	998.47	55.00	60.00
Grade 7	27.25	1035.41	55.00	60.00	27.91	1060.49	55.00	60.00	28.58	1086.20	55.00	60.00
Grade 8	29.44	1118.72	55.00	60.00	30.16	1145.98	55.00	60.00	30.89	1173.93	55.00	60.00
Grade 9	30.54	1160.37	55.00	60.00	31.28	1188.73	55.00	60.00	32.05	1217.79	55.00	60.00
Grade 10	33.82	1285.34	55.00	60.00	34.66	1316.97	55.00	60.00	35.51	1349.38	55.00	60.00
Indent. Apprentices												
App. 1	9.85	374.19	55.00	23.12	10.07	382.60	55.00	23.12	10.30	391.21	55.00	23.12
App. 2	12.70	482.56	55.00	30.57	12.99	493.67	55.00	30.57	13.29	505.06	55.00	30.57
App. 3	17.25	655.37	55.00	42.46	17.65	670.81	55.00	42.46	18.07	686.63	55.00	42.46
App. 4	19.54	742.62	55.00	48.46	20.01	760.24	55.00	48.46	20.48	778.29	55.00	48.46
Trainee Apprentices												
App. 1	10.99	417.54	55.00	26.10	11.24	427.03	55.00	26.10	11.49	436.75	55.00	26.10
App. 2	14.15	537.57	55.00	34.36	14.48	550.06	55.00	34.36	14.81	562.86	55.00	34.36
App. 3	18.77	713.17	55.00	46.43	19.21	730.05	55.00	46.43	19.67	747.35	55.00	46.43
App. 4	20.42	775.96	55.00	50.75	20.91	794.41	55.00	50.75	21.40	813.32	55.00	50.75

APPENDIX B

COUNSELLING AND DISCIPLINARY POLICY

Objective

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

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

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

The establishment of a detailed policy and procedures document is to ensure all employees of Ralph M. Lee Pty Ltd New South Wales are familiar with the expectations of management and fellow workers.

Disciplinary Procedure

1. Objective

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

2. Procedure

The disciplinary procedure can be summarised as below-

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

2.1 Stage One - Counselling

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

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

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

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

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

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

2.2 Stage Two - Written Warning

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

This interview will be recorded in the employee's personal file by way of record of interview.

The employee will be afforded the right to acknowledge the record of interview.

The employee's Project Manager or higher management will carry out the interview.

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

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

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

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

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

2.3 Stage Three - Termination of Employment

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

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

The employee's Operations Manager or higher management will carry out the interview.

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

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

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

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

If requested by the employee, the Company will provide:-

- (a) A termination of employment statement. and/or
- (b) A certificate of employment.

3. Summary Dismissal

The company may exercise their right to summarily dismiss an employee for-

Dishonesty, including theft

Wilful misuse of Company property, materials or equipment

Fighting

Refusal of duty

Serious neglect of duty

Malingering

Wilful negligence of safety procedure

Gross insubordination or abuse

Drunkenness

Illegal drug use (unprescribed drugs)

Extreme inefficiency or incompetence

Serious and wilful disobedience

Serious misconduct

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

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

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

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

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

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

Wages will only be paid to the time of dismissal.

If required by the employee, the Company will provide:-

- (a) A termination of employment statement; and/or
- (b) A certificate of employment

4. Time Limit on Life at Counselling and/or Warnings

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

APPENDIX C

TOOL LIST

Electrical Trades Including Apprentices

Description	QTY	Indicative manufacturer
AS-3000 Wiring Rules, current edition plus amendments	1	Standards Australia
Allen Key Set Imperial	1	Unbrako
Allen Key Set Metric	1	Unbrako
Cold Chisel 25mm	1	Sidchrome
Ratchet Crimp Tool for 1.5 - 6mm ² cable	1	Utilux
12 volt battery drill with standard attachments	1	Bosch
Flat File 2nd cut bastard	1	Wilshire
Round File 2nd cut bastard	1	Wilshire
Hacksaw 300mm	1	Stanley
Hacksaw - Junior	1	Stanley
Lump Hammer 1.5 Kg	1	Stanley

Claw Hammer	1	Stanley
Automatic Retractable Blade Knife	1	Stanley
Twin Lamp Test Set	1	
Spirit Level 300mm	1	Stanley
Chalk Line	1	Stanley
Measuring Tape 8m	1	Stanley
Multi Grips	1	Sidchrome
Insulated Pliers	1	Crescent
Insulated Long Nose Pliers	1	Crescent
Centre Punch	1	Sidchrome
Screwdriver Set, flat blade and phillips, suitable sizes	1	Sidchrome
Side Cutters - Insulated	1	Crescent
Tin Snips 230mm	1	Sidchrome
Socket Set 4mm to 20mm	1	Sidchrome
Ring / Open End Spanner Set 3mm to 20mm	1	Sidchrome
Shifting Spanner 150mm	1	Sidchrome
Shifting Spanner 300mm	1	Sidchrome
Combination Square	1	Stanley
Tap Wrench	1	P&N
Taps - Thread Set 5mm to 10mm	1	P&N
Toolbox & Lock	1	Sidchrome
Torch	1	Dolphin
Vice Grips 150mm	1	Sidchrome
Wire Stripper Expanding Type	1	Utilux

APPENDIX D

SHIFT COVER PROVISIONS

Scenario 1	Less than 48 hours notice for one night shift cover with an 8 hour provided.
Scenario 1a	Less than 48 hours notice for one night shift cover without an 8 hour break provided.

Scenario 2	Less than 48 hours notice for two night shift covers with an 8 hour break provided prior to commencement of the first shift.
Scenario 2a	Less than 48 hours notice for two night shift covers without an 8 hour break provided prior to commencement of the first shift
Scenario 2b	Less than 48 hours notice for two night shift covers with an 8 hour break provided prior to of the first shift, 48 hours notice expires prior to commencement of the second shift.
Scenario 3	More than 48 hours notice for one night shift cover with an 8 hour break provided
Scenario 4	More than 48 hours notice for two night shift covers with an 8 hour break provided.
Scenario 5	More than 48 hours notice to follow a shift pattern block.

IMPLEMENTATION

Scenario 1 Less than 48 hours notice has been provided to perform a 12 hour night shift cover and an 8 hour break has been provided.

The employee will commence his normal day work at the normal day work starting time of 0700 hours and will commence an 8 hour break at 1200 hours and commence the shift cover at 2000 hours. Payment will be as follows.

Payment will be made for the time worked up to 1200 hours at normal time rate.

The 8 hour break will commence at 1200 hours and finish at 2000 hours, payment will be made from 1200 hours to 1530 hours at normal time rate. The work at hand must be made safe and/or handed over to another designate prior to leaving site.

At the start of work at 2000 hours, payment will be overtime rates of time and a half for the first 2 hours and double time to 0800.

From completion of night shift cover at 0800 hours to normal daytime finishing time at 1530 hours, a rest period will be paid of 7.0 hours at normal time rate.

Scenario 1A Less than 48 hours notice has been provided to perform a 12-hour night shift cover and an 8-hour break is not provided.

The employee will have commenced his or her normal day work at the normal day work starting time of 0700 hours. The employee will commence a break at the time he or she is notified of the shift requirement and payment will be made at normal time rates up to 1530 hours which is the normal day work finish time. The night shift will commence at 2000 hours and payment will be as follows.

The part of the normal day work hours remaining will be paid to 1530 hours preceding the night shift cover as part of the break. This break will start as soon as practicable following receipt of notification. The work at hand will be made safe and/or handed over to another designate prior to leaving site.

At the start of work at 2000 hours, payment will be overtime rates of double time to 0800.

From completion of night shift cover at 0800 hours to normal daywork finish time of 1530 hours, a rest period will be paid of 7.0 hours at normal time rate.

Scenario 2 Less than 48 hours notice has been provided to perform two 12 hour night shift covers and an 8 hour break has been provided prior to the start of the first days shift cover at 2000 hours.

The employee will commence his or her normal day work at the normal day work starting time of 0700 hours and begin an 8 hour break at 1200 hours finishing at 2000 hours the commencement time of the shift cover. Payment will be as follows.

Payment will be made for the time worked up to 1200 hours and from 1200 hours to 1530 hours at normal time rate.

The work at hand must be made safe and/or handed over to another designate prior to leaving site.

At the start of work at 2000 hours, payment will be overtime rates of time and a half for the first 2 hours and double time to 0800.

From completion of night shift cover at 0800 hours to normal day time finishing time at 1530 hours, a rest period will be paid of 7.0 hours at normal time rate.

Less than 48 hours has elapsed since shift cover notification, prior to the start of the second shift starting at 2000 hours. Payment will be overtime rates of time and a half for the first 2 hours and double time to 0800.

From completion of night shift cover at 0800 hours to normal day time finishing time at 1530 hours, a rest period will be paid of 7.0 hours at normal time rate.

Scenario 2a Less than 48 hours notice has been provided to perform two 12-hour night shifts and an 8-hour break has not been provided.

The employee will have commenced his or her normal day work at the normal day work starting time of 0700 hours. The employee will commence a break at the time he or she is notified of the shift requirement and payment will be made at normal time rates up to 1530 hours which is the normal day work finish time. The night shift will commence at 2000 hours and payment will be as follows.

The part of the normal day work hours remaining will be paid to 1530 hours preceding the night shift cover as part of the break. This break will start as soon as practicable following receipt of notification. The work at hand will be made safe and/or handed over to another designate prior to leaving site.

At the start of work at 2000 hours, payment will be overtime rates of double time to 0800.

From completion of night shift cover at 0800 hours to normal day work finish time of 1530 hours, a rest period will be paid of 7.0 hours at normal time rate.

For the second shift starting at 2000 hours, payment will be overtime rates of time and a half for the first 2 hours and double time to 0800 which is normal day work starting time.

From completion of night shift cover at 0800 hours to normal day time finishing time at 1530 hours, a rest period will be paid of 7.0 hours at normal time rate.

Scenario 2b Less than 48 hours notice has been provided to perform two 12-hour night shift covers.

An 8 hour break has been provided prior to the start of the first days shift cover at 2000 hours and 48 hours will elapse prior to the start of the second shift from the time of notification.

The employee will commence his or her normal day work at the normal day work starting time of 0700 hours and begin an 8 hour break at 1200 hours finishing at 2000 hours, the commencement time of the shift cover. Payment will be as follows.

Payment will be made for the time worked up to 1200 hours and from 1230 hours to 1530 hours at normal time rate.

The work at hand must be made safe and/or handed over to another designate prior to leaving site.

At the start of work at 2000 hours, payment will be overtime rates of time and a half for the first 2 hours and double time to 0800.

From completion of night shift cover at 0800 hours to normal day time finishing time at 1530 hours, a rest period will be paid of 7.0 hours at normal time rate.

For the second shift starting at 2000 hours and 48 hours having elapsed since the notification was given, will classify the employee as a shift worker and payment will be made on the following basis. Four hours double time from 2000 hours to midnight and 8 hours normal time from midnight to 0800 hours

with 50% loading paid on the first 3 hours and 100% loading paid on the other 5 hours.

No rest period will be paid on completion of this shift at 0800 hours due to the shift worker classification.

Scenario 3 Where more than 48 hours notice has been received for one night shift cover.

On the day preceding the night shift cover, the employee will commence normal daytime working hours at 0700 hours as a daytime worker.

At 1200 hours, the employee will cease work and commence an 8 hour break. Payment for this break will be at normal time until normal finishing time of 1530 hours. As the employee is classified as a shift worker for the one day, payment will be made as follows.

From the commencement of shift at 2000 hours to midnight will be paid at double time.

From midnight to 0800 hours, payment will be at normal time as a shift worker, but as there are less than 5 consecutive shifts, these 8 normal hours will attract loadings. These will be 50% for the first 3 hours and 100% for the remaining 5 hours.

There will be no payment of a rest period on completion of this shift. The employee is classified as a shift worker until midnight and will return to normal daytime duties on the following normal daytime working day, where normal payment will resume.

Scenario 4 Where more than 48 hours notice has been received for two night shift covers.

On the day preceding the first night shift cover, the employee will commence normal daytime working hours at 0700 hours as a daytime employee.

At 1200 hours, the employee will cease work and commence an 8 hour break. Payment for this break will be at normal time rates until normal finishing time of 1530 hours. As the employee is classified as a shift worker for the two days, payment will be made as follows.

From commencement of shift at 2000 hours to midnight on both nights will be paid at double time.

From midnight to 0800 hours, payment will be at normal time as a shift worker, but as there are less than 5 consecutive shifts, these 8 normal hours will attract loadings. These will be 50% for the first 3 hours and 100% for the remaining 5 hours.

There will be no payment of a rest period on completion of the first or second shift.

The employee is classified as a shift worker until midnight of the second day and will return to normal daytime duties on the following normal daytime working day, where normal payment will resume.

Scenario 5 This is where an employee is required to follow an extended period for a 12 hour shift pattern.

As there will be 14 x 12 hour shifts worked in any 28 day shift cycle, the employee working this shift will be working 168 hours in that cycle, which is 16 hours over and above the average of 38 hours per week.

To compensate for the extra hours worked, a payment equal to 4 hours normal time will be made each week of the 4 week cycle.

All other hours worked on these shifts are paid at normal time, but will attract loadings as follows when applicable:-

- (a) Saturday nightshift or dayshift 1.5 times the normal rate.
- (b) Sunday all shifts 100% loading.
- (c) Public holidays will be paid as a normal working day of 8 hours
- (d) When rostered on shift on a public holiday an additional payment of 8 hours at time and a half will be paid.
- (e) Weekday day shifts 1600 to 2000 hours will attract 15% loading.
- (f) Weekday night shifts 2000 hours to 0800 hours will attract 30% loading.

RDO's will not apply in this scenario.

Where an employee with twelve months continuous service is engaged for part of the twelve monthly period as a seven day shift worker. He shall be entitled to have the period of leave to which he is entitled increased by half a day for each month he is continuously engaged as aforesaid.

Meal Allowance

Meal allowances will not apply on shifts where more than 48 hours notice has been provided.