

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/221

TITLE: **Connex Sydney Monorail Agreement 2005-2008**

I.R.C. NO: IRC5/2326

DATE APPROVED/COMMENCEMENT: 3 August 2005 / 3 August 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 9 September 2005

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Connex Sydney, located at Level 6, 234, Sussex Street, Sydney NSW 2000, engaged in maintenance of the Sydney Monorail, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award, and the Metal, Engineering and Associated Industries (State) Award.

PARTIES: Connex Sydney Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales

CONNEX SYDNEY MONORAIL ENTERPRISE AGREEMENT 2005-2008

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APPENDIX A

1. Introduction

This Enterprise Agreement is made between Connex (the Company) and its Employees engaged as Maintenance Technicians (the Employees) employed on the Monorail, herein described as the System.

The Agreement is made by reference and in relation to the Metal and Engineering Industry (New South Wales) Award and the Electrical Electronic and Communications Contracting Industry (State) Award 1992 and in consultation with both the *Electrical Trades Union of Australia (NSW Branch) and **Australian Workers Union (NSW Branch) (the Unions).

The intent of this Agreement is to form a partnership between the Company and its Employees to clarify commitments made, the structure of the organisation, remuneration systems and working conditions that provide for greater accountability, flexibility and improved efficiency whilst allowing progressive reward and career development for achievement of assigned objectives. The Company, its Employees and their Unions are described herein as the parties.

This Agreement shall be subject to the approval of the Industrial Relations Commission of New South Wales.

If approved the Agreement shall take precedence over any award provision. Where no reference is made in this Agreement it must be assumed in every instance that the appropriate award will apply.

2. Title

This Agreement shall be known as the Connex Sydney Monorail Agreement 2005- 2008.

3. Definitions

For the Purpose of this Agreement:

"Agreement" means this Enterprise Agreement.

"Employee" for the purposes of this agreement shall mean a person on a continuous shift roster and or a person on seven-day shift roster whose primary role relates to the repair and maintenance of the Sydney Monorail System.

"Day Worker" for the purposes of this agreement shall mean a person other than an Employee as defined in item I), whose ordinary hours of work total thirty eight hours in a standard Monday to Friday week with shifts commencing not earlier than 6.00 am nor finishing later than 6.00 pm on those days.

"Continuous Work" shall mean work carried out with consecutive shifts of employees throughout the twenty four hours of each day of each year, except for meal breaks at the discretion of the company.

"Ordinary Hours" of work prescribed herein shall be worked continuously, between 6.00 am and 6.00 pm.

"Afternoon Shift" shall mean any shift finishing after 6.00 pm and at or before midnight.

"Night shift" shall mean any shift finishing subsequent to midnight and at or before 8.00 am.

"Rostered Shift" means a shift of which the Employee concerned has at least forty-eight hours notice.

"Company" means Connex Sydney.

"Unions" mean the ETU of Australia (NSW Branch) and the AWU (NSW Branch).

4. Objectives

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

To ensure customer satisfaction in the provision of services.

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

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

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

Establishing and developing better and more effective communication and consultation between the Company and employees.

To foster a commitment to the Company's Quality Management System

Improving job security and the working environment.

To provide for the use of the full range of skills and knowledge held by employees.

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 eliminate lost time due to disputation

Employees are aware that the parties to this agreement acknowledge that to ensure the competitiveness, productivity and efficiency of the workforce a mechanism must exist to regular monitor employee's performance. This assessment may take place regardless of the company's workload. Outcomes of the assessment are to be made available to the employee and employees have the right to appeal the assessment at the time of the assessment. This system is to be transparent.

5. Parties Bound

This Agreement shall be binding upon:

- (i) Connex Sydney, and
- (ii) All employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award, Electrical Trades Union of Australia, New South Wales Branch and Australian Workers Union New South Wales Branch

This Agreement applies to the Company in respect to all employees who are engaged in the maintenance of the Sydney Monorail.

6. Application of Agreement

Where there is any inconsistency between this Agreement and the Parent Award, the Agreement shall prevail to the extent of the inconsistency.

7. Date of Operation

The Agreement shall remain in place for 36 months from the date of approval, and shall take effect from the first full pay period on or after that date.

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 in relation to the above, 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, 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:

- (1) Employees under this Agreement shall be engaged either as permanent, casual, or part-time employees and shall be issued a letter of appointment by the Company at the time of engagement which the Employee shall acknowledge.
- (2) Employees shall be provided with a Duty Statement and Job Description by the Company at the time of their engagement and at such time as and when they are transferred/promoted to another function/classification. Employees are required to perform (or agree to be trained to so perform) a range of duties incidental or peripheral to their main tasks as prescribed in their Duty Statement, which is logical and reasonable for them to perform.
- (3) Hours of work are described in Section 14 of this Agreement.
- (4) Rates of Pay are described in Section 15 of this Agreement.
- (5) Leave Entitlements are described in Sections 21,22 and 23 of this Agreement.
- (6) Employees covered by this Agreement shall report to the Maintenance Manager of Connex Sydney.
- (7) Procedures for resolving disputes or grievances are described in Section 12 of this Agreement.
- (8) It is a condition of employment that Employees familiarise themselves with, and adhere to, the following Acts;
 - (a) *The Rail Safety Act 1993*
 - (b) *The Occupational Health and Safety Act 2000*

The Company shall make available in an appropriate and accessible location, copies of the relevant Acts.

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.

11. Anti Discrimination

- (i) It is the intention of the parties to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, material status, disability, homosexuality, transgender identity and age or responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all necessary steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimize an employee because the employee has made or may make or has been involved in a complaint or unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect: -

- (i) Any conduct or act which is specifically exempted from anti-discrimination legislation
- (ii) Offering or providing junior rates of pay to persons under 21 years of age

- (iii) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977*
- (iv) A party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

12. 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:

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

- (i) Initially raise the matter with the employee/s immediate supervisor/foreperson. If agreement is not reached at this level, the employee/s or representatives shall, then:
- (ii) 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;
- (iii) Be provided with telephone facilities to speak to an official of the Union and request representation at a further conference to be held at a date and time mutually acceptable.
- (iv) Should negotiations as prescribed in (I) above fail, the matter (where appropriate) shall be referred to the senior executive officer of the Company and the State Secretary of the relevant Union within five working days, at which level a conference of the parties shall be convened without delay.
- (v) In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of the New South Wales for resolution by conciliation and/or arbitration.
- (vi) Whilst the above procedure is being affected, work shall continue and the status quo remain.
- (vii) All recommendations, orders and/or directions of the Industrial Relations Commission of New South Wales shall be strictly observed by all parties subject to the industrial rights of the parties.

13. 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 should be established and maintained. Officers of the Union shall have a standing invitation to attend any such meeting. 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.

14. Hours of Work

Continuous Shifts

- (i) this subclause shall apply to shift workers on continuous work as herein before defined. The hours of shift workers shall average thirty eight (38) per week inclusive of crib time. Provided that the Company and the majority of Employees continue to agree, a roster system will, operate on the basis that the weekly average of thirty eight (38) ordinary hours is achieved over a period which exceeds twenty eight

(28) consecutive days. Subject to the following conditions, such shift workers shall work at such times as the Company may require.

- (ii) The Company shall, by legible notice displayed at some place accessible to the Employees or by direct distribution copy to each Employee, notify the commencing and ceasing times of hours of work. Such times, once notified, shall not be changed, without the payment of overtime, or by seven (7) days' notice given in accordance with this subclause, provided that by agreement between the Company and the Employee less than seven (7) days' notice may be substituted in lieu thereof.
- (iii) In the event of a proposed change by any of the parties to the roster (s) structure affecting the Employees, the Company shall allocate not less than twenty eight (28) days for general and open discussion of the proposed changes between all the parties.

All potentially affected Employees shall be afforded the opportunity to contribute directly, either individually or as a member of a group, or indirectly through their representatives, in the formulation/construction of new rosters that involve major change.

Consultation between the Company and the Employees in relation to a major restructure of roster (s) shall be on the basis of achieving a balanced outcome that seeks to assist the Company to achieve its business objectives but with due regard to the Employee's individual circumstances and collective preferences as to roster structure.

Upon mutual agreement between the Company and Employees being reached or the end of the twenty eight (28) day period, whichever occurs first, the Company shall then abide by the terms of clause a) above, in respect of giving due notice of any change it intends to implement.

- (iv) An Employee's commencing and ceasing times of hours of work shall operate at the work site, i.e. Maintenance Facility Connex Sydney Monorail.
- (v) No one rostered shift of work shall be less than seven (7) hours and thirty six (36) minutes or more than twelve (12) hours duration inclusive of crib time, in the course of achieving the weekly average of thirty eight (38) hours over the roster cycle.
- (vi) Where any one roster for one or more Employees involves a majority of shifts in excess of ten (10) hours (inclusive of crib time), the following provisions shall apply:
 - (a) Shifts in excess of ten (10) up to twelve (12) hours duration shall be by agreement between the Company, the relevant Union(s) and the majority of the relevant Employees.
 - (b) Employees shall be given an annual medical examination at Company expense.
 - (c) Roster structures shall be suitable in terms of providing appropriate rest periods over the cycle.
- (vii) Except at the regular change over of shifts an Employee shall not be required to work more than one shift in each twenty four hours.
- (viii) Crib (meal) breaks shall be allowed for continuous shift workers of not less than five (5) and not more than twenty (20) minutes duration, to a cumulative maximum per shift as follows:

Shifts of:

- (1) 5 to 8 hours duration ...20 minutes
- (2) in excess of 8 up to 10 hours ...30 minutes
- (3) in excess of 10 up to 12 hours ...50 minutes

provided only that it is agreed the Employees will take crib breaks at suitable times as agreed with the relevant (Shift) Supervisor or Manager and that crib breaks will be deferred if the Employees are required to attend "emergency" situations.

Day Shifts

For other than continuous shifts as described above the ordinary hours of work for a permanent Employee shall average 38 per week. These hours may be taken from 6.00 am to 6.00 pm Monday to Friday to provide this average, over a four week period. These shifts are inclusive of meal breaks.

15. Wages

The Basic all purpose rate of pay from the commencement of this Agreement is \$28.08 this is inclusive of a 4% increase effective of the 1st January 2005. This pay rate is exclusive of Allowances outlined in Clause 27, 35 and 36 of this agreement.

1st January 2006 4% pay rise	\$29.20
1st January 2007 4% Pay rise	\$30.37

These wage increases shall be in lieu of any other increases granted by the Industrial Relations Commission of New South Wales during the term of this Agreement except that should the Parent Award's all purpose hourly wages rates exceed the rates under this Award, employees shall be paid at the higher hourly rate.

The parties agree that apprenticeships and Traineeships are now competency based and therefore require individual assessment on an ongoing basis. Progression through the apprenticeship must meet the necessary academic and workplace competency standards as determined by the union, employer and relevant authority.

16. Casual Employees

A casual Employee for working ordinary time shall be paid the appropriate rate of pay per hour as per the relevant classification prescribed by this Agreement plus twenty five (25) percent and attract any other provisions within the relevant Award as may apply to Casual Employees.

17. Shift Premium

"Afternoon Shift" - Any shift finishing after 6 pm and at or before midnight 15%

"Night Shift" - Any shift finishing subsequent to midnight and at or before 8am 30%

"Friday Shift" - Hours worked before midnight 15%, after midnight 50%.

"Saturday Shift" - Hours worked between midnight Friday and midnight

"Saturday 50%", after midnight Saturday 100%

"Sunday Shift" - Hours worked between midnight Saturday and midnight

"Sunday 100%", after midnight Sunday 15% for the balance of the shift.

"Night Shift Continuous" - Any shift finishing subsequent to midnight and at or before 8 am for longer than four (4) consecutive weeks, or by roster the shift is worked for more than two thirds of the roster cycle 30%.

18. Meal Breaks

An Employee shall not be required to work for more than five (5) hours without a break for a meal unless attending to an "emergency" situation. Meal Breaks will form part of employee's ordinary hours.

19. Overtime

All Employees for all time worked in excess of or outside their rostered shift hours prescribed by this agreement, shall be paid at the rate of double time .The Company may request an Employee to work a reasonable amount of overtime. Such requests will be made in order to provide coverage for valid maintenance demands, consideration for Employee's personal circumstances will be taken into account.

The assignment of overtime by the Company to an Employee shall be based on specific work requirements. When overtime work is necessary it shall be arranged that the Employee have at least ten consecutive hours off duty between the work of successive days, as a rest period following overtime. Should an Employee be obliged by some circumstance to extend a shift of work on a given day to such an extent that the Employee would not have at least ten (10) hours off duty prior to the Employee's next scheduled shift, then the Employee is to start the next shift at the necessary time that ensures a ten (10) hour break is achieved. The Company alternatively may request the Employee to commence a scheduled shift of work at the prescribed time irrespective of the fact the Employee has not had the minimum ten (10) hour break but the Employee is then entitled to be paid double time for the scheduled shift and for any extra time worked until the commencement of his/her next scheduled ten hours off duty.

The Company agrees with the principle of an Employee managed overtime allocation system, on the understanding that there is a commitment by all Employees to ensure the reasonable requirements of the Company are met in the implementation of such a system, particularly in relation to maintaining safety and service standards.

20. Call Back

An Employee on continuous shift work or day work recalled to work for overtime after leaving the work site (whether notified before or after leaving the premises) shall be paid for a minimum of four (4) hours at double time even though the job for which he/she was recalled to perform may be completed within a shorter period.

21. Annual Leave

Annual leave entitlements of 5 weeks per year shall apply to all employee's covered under the terms of this Agreement all other provisions relating to Annual Leave shall be those as described by the "*Annual Holidays Act 1944*".

An Employee shall be entitled to the shift premium which would have applied had the Employee worked during the period of the Annual Leave or 17 1/2% of the basic (all purpose) rate which ever is the greater.

22. Sick Leave Entitlements

An Employee on weekly hiring who is unable to attend for duty or part of his/her duty during his/her ordinary working hours by reason of personal illness or personal incapacity not due to his/her own wilful misconduct, shall be entitled to leave of absence without deduction of pay (except shift premium shall not apply) subject to the following conditions and limitations.

- (i) An Employee shall take all reasonable steps to notify the Company at the earliest time possible that he/she is unable to attend work for their nominated shift.
- (ii) All absences must be registered by the Employee in writing to the Company by not later than the first shift upon returning to work.
- (iii) An Employee shall be entitled to payment for all hours of any single shift absence or part thereof, due to illness or incapacity, provided the Employee has adhered to items I) and ii) above.
- (iv) Claims for sick leave payments for absence of two or more consecutive shifts or a single shift immediately prior to an Employee taking approved leave (annual etc.), must be accompanied by a doctor's certificate.
- (v) In the event of a day's absence (sick) on either side of a Public Holiday or Picnic Day the Employee must provide a doctor's certificate or other proof of illness acceptable to the Company, to be entitled to payment for the Public Holiday/Picnic Day and the day's absence.

- (vi) During his/her first year of employment with the Company, the Employee shall accrue sick leave to a maximum of 6 Days. On successful completion of the first year of employment, the Employee shall be entitled to sick leave as outlined in subclause vi) below.
- (vii) On the anniversary date of his/her first and each subsequent year of service with Connex Sydney Monorail the Employee's sick leave accrual shall be an additional eight 8 days. Unused sick leave shall accumulate from year to year.
- (viii) Any Sick leave payable shall be in accordance with the prescribed rostered days worked at the time of taking leave.

23. Public Holidays

- (I) An Employee shall be entitled, without loss of pay, to the following public holidays or any other such gazetted days that may be legislated from time to time: New Years Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queens Birthday; Labor Day; Christmas Day; and Boxing Day, Trade Union Picnic Day. ii) An Employee rostered off duty on a public holiday, shall be paid an additional 7.6 hours (7 hours, 36 mins.) pay, at the basic (all purpose) rate. No shift premium shall apply.
- (II) An Employee who is on duty on a Public Holiday shall be paid:
- (III) his/her rostered shift which includes his/her basic (all purpose) pay and the relevant shift premiums for that shift,

PLUS

- (IV) time and one half of his/her basic (all purpose) rate of pay for the duration of the shift. No shift premium is to be applied to this component.

Reference is to be made Guidelines for the use of Annual Leave and its coincidence with Public Holidays.

24. No Disadvantage

No employee shall suffer a 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, superannuation, redundancy and Sicknesses and Accident Cover contributions will not form part of an employee's income. Further, this assessment will be based on an ordinary 38-hour working week and no overtime shall be taken into account.

25. Superannuation

The Company will pay superannuation contributions as required by the Superannuation Guarantee Legislation.

26. Redundancy

- (a) Where an Employee is made redundant as per the relevant Award the Company shall pay the following severance pay in respect of a continuous period of service

Less than one (1) year Nil

One (1) year and up to the completion of Ten (10) years Four (4) weeks pay or part thereof for every year of service.

Ten (10) years and over Forty (40) weeks pay

"Weeks Pay" means the basic (all purpose) rate of pay for 38 hours for the Employee concerned.

27. Sicknesses and Accident Cover

1. The Company agrees to contribute 50% towards the premium of an approved scheme providing Sickness and Accident Cover to the Employees.
2. The Company further agrees, upon the Employee's authorisation, to deduct the Employee's contribution to the premium from the Employee's wages and to periodically remit that amount along with the Company's contribution, to the nominated Insurer.
3. The above entitlement is subject to the following:
4. That a minimum of 70% of the eligible Employees elect to join and continue as members of the selected scheme.
5. That the parties mutually agree upon the preferred scheme/Insurer.
6. That the amount of cover does not exceed the amount prescribed by the agreed policy.
7. That an excess of not less than seven (7) days apply to the selected scheme.
8. That the payment of the benefit for any one claim not exceed a period of 104 weeks.
9. That any dispute arising in relation to any claim between an Employee and the Insurer is to be resolved between the Employee and the Insurer and is not to involve the Company in any way other, than to the extent it is reasonable the Company provide information or the like to either party as is appropriate or required under law, that may assist the Employee and the Insurer resolve the dispute.

28. Clothing

Employees after 152 hours employment with the Company will be supplied with:

- (i) Two sets of shorts, overalls or trousers and shirts, or any combination of clothing as agreed between the employees and the Company which shall be replaced on a fair wear and tear basis;
- (ii) Safety boots will be provided on commencement of employment and replaced on a fair wear and tear basis.
- (iii) A jumper, or in the case of employees engaged upon construction work, a bluey jacket, which shall be replaced on a fair wear and tear basis.
- (iv) Where ever possible 'Australian Made' protective clothing will be issued.

29. Skills Development

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.

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:

- (i) Developing a more highly skilled and flexible workforce.
- (ii) Providing employees with career opportunities through appropriate training to acquire the additional skills as required by the Company.

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.

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

30. Recognition and Respect of Delegates

The Company shall respect any duly appointed delegates in their workplace and allow them when ever necessary, to take reasonable steps to deal with industrial issues in the workplace, in an attempt to prevent the dispute from escalating. This may include from time to time, calling a lunchtime meeting of members or interviewing the employer or their representative on matters affecting employees whom he represents. The company agrees to allow each duly authorized delegate up to 7 days of delegates training per year.

31. Payment of Wages

Wages will be paid weekly by electronic funds transfer (EFT). The employer shall comply with all provisions in relation to the keeping of time and wage records and production of pay slips in accordance with the *Industrial Relations Act 1996*.

Each employee is responsible for the accurate and timely completion and provision of time sheets and production records.

32. Travelling Time and Fares

When an Employee is sent to work from the Company's recognised place of business the Company shall pay all travelling time from such place of business to the job and if the Employee is required to return the same day to the Company's place of business, the Company shall pay travelling time to the place of business. An Employee sent for duty to a place other than the regular place of duty or required by the Company to attend a court of inquiry in connection with employment shall be paid reasonable authorised expenses.

33. Union Picnic Day

In accordance with picnic day provision the Company shall require from an employee proof of picnic day attendance, i.e. AWU/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.

34. Union Dues

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

35. Extra Tool Reimbursement

Over and above the element within the basic (all purpose) weekly rate paid to an Employee re tool expenses, the Company shall on one single occasion each calendar year, reimburse, on receipt of invoice, the cost of approved tools for the purpose of the Employee carrying out his normal duties to a total of \$120.00. The first reimbursement may not take place until 6 months after the Employee's date of appointment.

36. Additional Allowances

- (i) First Aid Allowance Employees who hold a current certificate in First Aid shall be paid an allowance of \$15.00 per week provided they have worked not less than one shift in that week.
- (ii) Electrical License Allowance Employees who hold a current Electrical License shall be paid a license allowance this allowance shall be paid in accordance with the award as varied from time to time.

- (iii) Meal Allowance: An Employee required to work overtime for more than two hours without being notified twenty four (24) hours in advance that he will be so required to work, shall either be supplied with a meal by the Company or paid a \$12.00 meal allowance for each meal. No more than two (2) meal allowances shall be paid per overtime shift.

The second meal allowance becomes payable after ten (10) hours of overtime worked, provided work continues beyond the 10 hours.

- (iv) Laundry Allowance is to be paid to all employees at the rate of \$2.00 per worked shift.

37. Safety and Compliance

The Company commits to make all management and employees aware of all the changes to the Occupational Health and Safety Act and Regulations. This should be done via training courses and or union seminars. The conducting of the training and or seminars shall be at times convenient to the company.

38. Training

- (i) The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, an ongoing commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (a) developing a highly skilled and flexible workforce;
 - (b) providing Employees with career path opportunities through appropriate training to acquire and utilise additional skills; and
 - (c) removing any barriers to the utilisation of skills acquired.
- (ii) All Employees covered by this Agreement shall be required to undertake safety related training.
- (iii) All Employees covered by this Agreement shall be afforded the opportunity from time to time to undertake training to enhance old skills or develop new skills.
- (iv) General provisions re Training include the following:
 - (a) Where possible training conducted at the Company site shall be carried out during Employee's ordinary working hours.
 - (b) Employees may be transferred from any one shift to another shift to undertake specified training. Such transfer to be without loss of pay.
 - (c) Where training is conducted on days other than rostered working days such time shall be treated as time and a half unless outside normal hours of 6.00 am - 6.00 pm Monday to Friday whereupon overtime rates shall apply.
 - (d) Where training initiated by the Company is conducted off site the Company shall make provision for suitable transportation for the Employee to and from the training location or meet the Employee's reasonable travel expenses.
 - (e) Contribution to training costs for external study courses initiated by Employee's shall be subject to Management's consideration and discretion based on the relevance and merits of the course as applying to the repair and maintenance of the Sydney Monorail System in respect of technical skills; interpersonal skills; supervisory skills or the like, and assessment of the potential benefit to the Company.

39. 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 the 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.

40. Renewal of Agreement

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

41. Signatories

Signed for and on behalf of 'Connex Sydney'

Signature	Date
Witness	Date

Signed for and on behalf of the Electrical Trades Union of Australia, New South Wales Branch

Signature	Date
Witness	Date

Signed for and on behalf of the Australian Workers Union of Australia, New South Wales Branch

Signature	Date
Witness	Date

APPENDIX A

DISCIPLINARY MEASURES

Except where there is a clear case for summary dismissal, all efforts on the part of the management and supervisory personnel are to be directed towards identifying the cause for the problems and taking appropriate action in conjunction with the relevant Employee(s) to eliminate the cause and resolve the problem.

Every Employee is to be given the opportunity of having a union delegate or other representative present in relation to interviews pertaining to formal disciplinary matters.

The structure and content of the Disciplinary procedures shall be as described below, as agreed between the parties from time to time:

Disciplinary Procedure

1. What is Disciplinary Action?

Disciplinary Action may involve one or more of the following:

- corrective feedback
- reprimand
- letter on file

Whatever disciplinary action is taken it must be clearly communicated to the Employee and any person (union delegate, union organiser or colleague) who may be present during an interview.

Disciplinary Action must be appropriate to the issue.

2. Disciplinary Steps

Step 1 - Counselling and Verbal Warning.

The first step in the procedure is to hold a counselling session. This session is a discussion between the Employee and usually their immediate supervisor about the Employees performance or behaviour. The purpose of the counselling session is to correct the performance or behaviour of the Employee by bringing it to their attention early, in a constructive but serious manner.

This first step should only be taken after the Employee has been properly trained, for his/her job and any obstacles to the Employee performing the job properly have been removed.

Prior to the session the matter should be thoroughly investigated. Previous feedback may be recalled as well as prior appraisals.

The Employee is advised of performance improvements to be made in a specific Time frame. A diary note on this counselling should be made that outlines the above.

Step 2 - Counselling and Written Warning.

The second step in the procedure is a counselling session between the Employee, their immediate supervisor and usually the next level of management about the Employee's performance or behaviour.

After the session the Employee is given a written warning, which is copied and held on file. For no more than (6) six month duration.

The procedure is consistent with Step one excepting that the Employee should be asked if they would like a union representative, friend or witness in the interview.

During the interview previous attempts to correct the poor performance or behaviour should be discussed.

As the process is now more formal the written warning should be structured to include:

- the title: "First Formal Warning".
- The date of the counselling.
- Names of persons present.
- The nature of the poor performance or behaviour that is of concern, against policy or Agreement.
- The agreed change required to remove the short fall.
- The period that the "First Formal Warning" is valid for i.e. the period of review of the problem.
- The nature of any disciplinary action that may follow if the problem is not resolved.

Discussions on subsequent warnings should clearly outline the outcomes of the "Formal Warning" process as per these Disciplinary Steps.

The signatures of the appropriate Manager, Employee and Witness or Representative.

A statement declaring that these signatures signify that the "Formal Warning" has been read and understood and that the Employee agrees to any commitments made.

Step 3 - Counselling and Final Warning.

The procedure outlined in Step 2 should be followed.

The written warning should be structured to include:

The title: "Final Formal Warning".

The date of the counselling.

Names of persons present.

The nature of the poor performance or behaviour that is and has been of concern, against policy or Agreement.

The commitment previously made to remove the short fall in performance or behaviour and the change saw required to overcome the problem.

The period that the "Final Formal Warning" is valid for i.e. the period of review of the problem.

A clear statement that if at the end of that review period the Employee's performance or behaviour has not improved to the required standard, their contract of employment will be terminated. For no more than (6) six month duration

The signatures of the appropriate Manager, Employee and Witness or Representative.

A statement declaring that these signatures signify that the "Final Formal Warning" has been read and understood and that the Employee agrees to any commitment made.

Step 4 - Termination.

Termination proceedings must include a review of all previous counselling.

Once the decision to terminate has been made the Employee should be informed of the decision.

The following information should be provided:

Reasons for termination.

Payment details related to wages, leave, moneys owing, superannuation.

Detail as to whether the Employee is to be terminated with notice or pay in lieu of notice.