

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/68

TITLE: State Rail Authority of New South Wales (State) Enterprise Agreement
1997

I.R.C. NO: 98/184

DATE APPROVED/COMMENCEMENT: 28 January 1998

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 27

COVERAGE/DESCRIPTION OF

EMPLOYEES: Any person employed in any capacity identified in Part 2 of the State Rail Authority of New South Wales State Enterprise Agreement 1995 (EA 242/95) and officers and members of industrial organisations of employees parties to this agreement

PARTIES: State Rail Authority of New South Wales -&- Construction, Forestry, Mining and Energy Union (New South Wales Branch), The Australian Rail, Tram and Bus Industry Union, New South Wales and The New South Wales Plumbers and Gasfitters Employees' Union



STATE RAIL AUTHORITY

OF

NEW SOUTH WALES

(State)

ENTERPRISE AGREEMENT,

1997

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1. INTRODUCTION

1. INTRODUCTION

1.1 AIMS & OBJECTIVES

- (i) The overall aim of the State Rail Authority of New South Wales (State Rail) is to have the organisation recognised as a world class passenger railway operator offering quality customer service in a cost efficient way.
- (ii) In keeping with this aim, we want to encourage more customers to travel by train by providing fast, safe and reliable services which exceed customer expectations.
- (iii) To focus our performance improvement efforts, we have identified five Key Result Areas (KRA's):-
 - (i) Customer satisfaction
 - (ii) Staff productivity and job satisfaction
 - (iii) High community and shareholder support
 - (iv) Efficient growth
 - (v) Improved financial performance
- (iv) This agreement complements these KRA's by committing the parties to:-
 - (i) Developing and implementing strategies and performance indicators for On-Time Running
 - (ii) Developing strategies and measures for implementation to endeavour to reduce operating costs per employee
 - (iii) Adhering to key reforms and policies and achieving continual improvement in nominated performance areas
- (v) The parties to this agreement agree to:-
 - (i) Adopt the terms of the agreement in a consultative, managed and co-operative manner in order to ensure a workplace that meets benchmarked performance levels and supports the long-term commercial viability of State Rail.
 - (ii) Pursue opportunities to achieve business growth and attain good results in delivering quality customer service in a cost efficient way.
 - (iii) Identify strategies and measures for implementation to reduce absenteeism.
 - (iv) Ensure consultative processes are maintained and staff participate in workplace reform, productivity measurement and delivering agreed service levels.
 - (v) Ensure State Rail employees are remunerated appropriately for the work they do.
 - (vi) Provide a healthy and safe working environment and equality of employment opportunity in the workplace.



1.2 ORGANISATION OF STATE RAIL

(i) State Rail comprises the following organisational Divisions:-

- Countrylink
- Operations
- Corporate Services
- Asset Management
- Rail Development

(ii) This Agreement covers employees within these Divisions.



1.3. STRUCTURE OF AGREEMENT

This Agreement is divided into the following parts:-

PART A - OPERATION

This part outlines those terms required by legislation in order for an Agreement to be approved by a member of the Industrial Relations Commission of New South Wales.

PART B - FRAMEWORK

This part is based on two principles:-

- (i) The parties to the Agreement will implement, where appropriate, the identified reforms contained in Section 1 of Part B of this Agreement (see pp 10-13) on approval of this Agreement.
- (ii) The parties to the Agreement will commit to achieving continual improvement in nominated performance areas in State Rail through the processes outlined in Section 2 of Part B of this Agreement (see pp 14-15).

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2. PART A - OPERATION

2.1 TITLE

This Agreement shall be known as the State Rail Authority of New South Wales (State) Enterprise Agreement, 1997.

2.2 PARTIES TO THE AGREEMENT

The parties to the Agreement are:-

- (i) The State Rail Authority of New South Wales; and
- (ii) The following industrial organisations of employees:-

- Construction, Forestry, Mining & Energy Union, (New South Wales Branch);
- The Australian Rail, Tram & Bus Industry Union, New South Wales; and
- New South Wales Plumbers and Gasfitters Employee Union.



2.3 PARTIES BOUND BY THE AGREEMENT

This Agreement shall be binding on:-

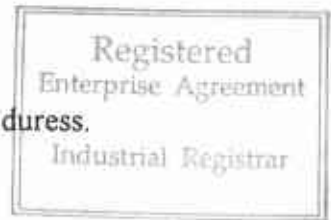
- (i) The State Rail Authority of New South Wales.
- (ii) Any person employed in any capacity:-
 - Identified in Part 2 of the State Rail Authority of New South Wales - State - Enterprise Agreement, 1995.
- (iii) The following industrial organisations of employees and its officers and members:-
 - Construction, Forestry, Mining & Energy Union, (New South Wales Branch);
 - The Australian Rail, Tram & Bus Industry Union, New South Wales; and
 - New South Wales Plumbers and Gasfitters Employee Union.

2.4 NOMINAL TERM

This Agreement shall take effect from the date of approval and operate from the beginning of the first pay period on or after that date and remain in force for a nominal term of 12 months.

2.5. NOT ENTERED UNDER DURESS

The parties declare that the Enterprise Agreement was not entered into under duress.

**2.6 SINGLE BARGAINING UNIT**

In order to negotiate this enterprise agreement, a single bargaining unit was established comprising representatives of State Rail Authority unions and the State Rail Authority.

2.7 AVOIDANCE OF INDUSTRIAL DISPUTES

- (i) The procedure for the settlement of disputes for parties subject to the Enterprise Agreement shall be those expressed in Annexure A of the State Rail Authority of New South Wales - State -Enterprise Agreement, 1995.
- (ii) The procedure for the settlement of disputes for individual employees subject to the Enterprise Agreement, shall be as expressed in "Annexure B" of (the State Rail Authority of New South Wales - State -Enterprise Agreement, 1995).

2.8 NO NET DETRIMENT

The Agreement does not, on balance, provide a net detriment to the employees who are to be covered by the Agreement when compared with the aggregate package of conditions of employment under relevant awards that would otherwise apply to employees.

2.9 RELATIONSHIP TO AWARDS/AGREEMENT

This Agreement shall be read in conjunction with the following awards and agreement, providing that were any inconsistency arises, this Agreement shall prevail to the extend of that inconsistency:-

- (i) State Rail Authority of New South Wales - State - Enterprise Agreement, 1995
- (ii) Public Transport Commission of New South Wales (Construction) Award
- (iii) Public Transport Commission of New South Wales Clerks, Supervisory Officers and Gangers on Construction, Etc., Works (Permanent Way Wages Staff) Award
- (iv) Public Transport Commission of New South Wales (Superintending Officers) Award
- (v) Public Transport Commission of New South Wales (Clerks on Construction) Award
- (vi) Government Railways (Building Trades-Maintenance Staff) Award
- (vii) Government Railways (Building Trades-Construction Staff) Award
- (viii) Government Railways (Tarpaulin Repairers and First-Class Canvas Workers) Award
- (ix) Public Transport Commission of New South Wales (Trading and Catering Services Wages Staff) Award

- (x) Government Railways (Building Trades - Maintenance Staff) Expense Related Allowances Award
- (xi) Government Railways (Building Trades - Construction Staff) Expense Related Allowances Award
- (xii) Public Transport Commission of New South Wales (Construction) Expenses Related Allowances Award
- (xiii) Public Transport Commission of New South Wales (Superintending Officers) Expenses Related Allowances Award
- (xiv) Public Transport Commission of New South Wales Clerks, Supervisory Officers and Gangers on Construction & Works (Permanent Way Wages Staff) Expenses Related Allowances Award



2.10 WAGE INCREASES

Three wage adjustments will be provided for in this Agreement, as set out below:-

- (i) 3% payable from the date of approval (as expressed in the schedule at pp 19-21 of this Agreement)

This increase encompasses those reforms included in Section 1 of Part B of this Agreement (refer Clauses 3.1.1 - 3.1.16).

- (ii) 2% payable from 1 March 1998, dependant upon:-
 - a. The joint agreement reached in respect of implementation of Service Performance & Reliability strategies and indicators for On-Time Running; and
 - b. The joint agreement on the development of strategies and measures for implementation to reduce Operating Cost Per Employee.

These requirements are outlined in Section 2 of Part B of this Agreement (refer Clause 3.2.1).

- (iii) 1% payable from 1 June, 1998 (dependent upon achievement of On-Time Running Performance indicators) and;

1% payable from 1 June, 1998 (dependent upon monitoring of strategies and measures for Operating Cost Per Employee).

These increases reflect the terms outlined in Clauses 3.2.2 and 3.2.3 of Section 2 of Part B of this Agreement.

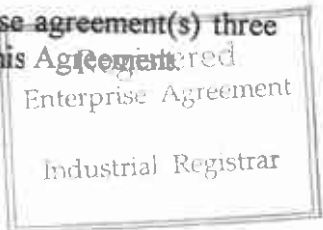
2.11 NO EXTRA CLAIMS

It is a condition of this Agreement that there will be no further claims for salary/wage increases during the nominal term of this Agreement, except:-

- (i) For completed Work and Job Redesign projects; and
- (ii) Where consistent with the terms contained within this Agreement.

2.12 FUTURE AGREEMENTS

The parties to this Agreement will commence negotiations for future enterprise agreement(s) three months prior to the nominal expiry date expressed in Clause 2.4 of Part A of this Agreement.



2.13 DIVISIONAL AGREEMENTS

- (i) The parties to this Agreement are committed to the negotiation of reforms at a Divisional and/or Sub-Divisional level of State Rail.
- (ii) In fulfilling this commitment, the parties will identify current constraints to their particular operating requirements with a view to introducing the necessary changes that will deliver reforms which will bring about a more productive and effective work environment.



3. PART B - FRAMEWORK



3.1 SECTION 1

3.1.1 SERVICE PERFORMANCE & RELIABILITY

- (i) The parties to this Agreement are committed to the establishment of an On-Time Running Performance Indicator for State Rail. This indicator is specified in Section 2 of Part B of this Agreement.
- (ii) This will entail the setting up of a joint committee to develop targets for this indicator and monitor the achievement of such targets as specified in Section 2 of Part B of this Agreement.

3.1.2 OPERATING COST PER EMPLOYEE

- (i) The parties to this Agreement are committed to the establishment of strategies and measures for State Rail covering workforce absenteeism. These strategies and measures are specified in Section 2 of Part B of this Agreement.
- (ii) This will entail the setting up of a joint committee to develop strategies and to monitor such strategies as specified in Section 2 of Part B of this Agreement.

3.1.3 CO-OPERATION FOR ORGANISATIONAL CHANGE

- (i) The parties to this Agreement are committed to co-operate in any future organisational restructuring of State Rail during the life of the Agreement.
- (ii) Any restructuring that does take place, will involve input from the unions and employees concerned and the consultative processes are those that currently exist within State Rail.
- (iii) For their part, the unions commit themselves to comply with the current Dispute Settlement Procedure (DSP) to attempt to avoid any incidence of industrial action during any future restructuring.
- (iv) Where agreement cannot be reached during any future restructuring, the parties are obliged to utilise Step 5 of the DSP.

3.1.4 CONSULTATION

- (i) Consultation provides greater participation by employees and unions in the formulation and implementation of policies, plans and strategies which are likely to affect their working conditions.
- (ii) Consultation is aimed at getting individuals or groups and unions to suggest or respond to proposals for policy formulation or implementation. It provides an opportunity to present a point of view or state an objection, thereby providing a more informed approach to the decision making process by management.

3.1.5 NEW TECHNOLOGY

The parties to this Agreement will not, during its nominal period of operation (specified in Clause 2.4 of Part A of this Agreement), make any claim direct to State Rail or an independent third party for additional remuneration in any form as a result of the trial for an agreed period of new technology in State Rail.

3.1.6 FLEXIBLE HOURS OF WORK

- (i) The parties to this Agreement are committed to pursuing opportunities for introducing flexible hours of work where it is both beneficial to the organisation and acceptable to the unions and employees covered.
- (ii) Such arrangements may include but are not limited to extension of shift limits and changed starting and finishing times.
- (iii) Opportunities for introducing flexible working hours will be determined on the basis of workload (including workload peaks and troughs).
- (iv) The parties will endeavour to develop a policy covering flexible working arrangements during the first 3 months following certification of this Agreement.

3.1.7 REVIEW OF MERIT SELECTION PROCESS

Existing merit selection procedures will be reviewed jointly and simplified to facilitate the effective, timely and equitable appointment of staff in an efficient manner. This review is to be carried out during the first 6 months of the operation of this Agreement.

3.1.8 UNION TRAINING

- (i) Employees who are union members may take up to six days per year to attend training courses and seminars endorsed by the Trade Union Training Authority (TUTA) or its successors. Leave is allowed when operating constraints permit employees to be released.
- (ii) Applications to attend these training courses are supported by a statement from the relevant union indicating the relevance of the training to the union and the employee. Leave may be approved by level 4 managers following consultation with Divisional Human Resources.
- (iii) There is no entitlement to expense allowances or penalty rates during training. Higher duty payments are only made when employees would have been acting in higher grades.

3.1.9 PAID TRADE UNION LEAVE

Employees within State Rail who are accredited union delegates, are entitled to Paid Trade Union Leave pursuant to the terms expressed in the Public Employment Office Circular No. 95-16.

3.1.10 **PICNIC DAY**

- (i) Where practicable an employee shall be granted a paid day's leave, each calendar year to attend an approved picnic day subject to the following conditions.
- (ii) Where an employee is required by the employer to work on this day they shall be granted the option of either being granted a paid day's leave at another time or monetary value for the day.
- (iii) The employer may require from an employee evidence of attendance or desired attendance at the picnic. The production of the butt of a picnic ticket purchased for the picnic shall be sufficient evidence to satisfy this requirement. If the butt is not produced the employer is not required to provide payment nor a day in lieu for the picnic.
- (iv) An employee who does not have a ticket for the picnic and is not required by the employer to work in the area in which they are normally employed on the picnic day, shall be provided with alternative duties on that day and shall not be entitled to a day's leave in lieu. Such duties are to be at the discretion of the employer.
- (v) An industry picnic day may be held on the 1st Monday in December of each year.

3.1.11 **LONG SERVICE LEAVE**

Employees of State Rail are entitled to Long Service Leave pursuant to the terms expressed in Schedule 5 - Extended Leave For Staff of Each Authority - in the *Transport Administration Act, 1988* (NSW).

3.1.12 **FAMILY/PERSONAL CARER'S LEAVE**

Employees of State Rail are entitled to Family/Personal Carer's Leave pursuant to the terms expressed in the Human Resource Policy booklet Family Leave, published in March 1996.

3.1.13 **SICK LEAVE**

Employees of State Rail (except for casual employees) are entitled to Sick Leave pursuant to the terms expressed in Part 2, Division 2, Clause 10 of the Transport Administration (Staff) Regulation, 1995 (NSW) and Section 21.6 of the Human Resources Manual (June 1994) and the Absence Control Guidelines expressed in the Human Resource Policy booklet Family Leave (March 1996).

3.1.14 **TRAVEL PASSES**

Employees of State Rail (except for casual employees) are entitled to Travel Passes pursuant to the terms expressed in the State Rail Authority of New South Wales Passes Booklet (May 1997).

3.1.15 PAYROLL DEDUCTIONS

- (i) State Rail will, upon receiving express written authorisation from individual employees, provide automatic payroll deductions from wages and salaries and transfer such monies to a range of various banking institutions to a maximum of five, health funds, unions (who are parties to this Agreement), insurers, government agencies, etc. as agreed by the parties.
- (ii) There will be no financial cost to the employee for the provision of this service.



3.2 SECTION 2

PERFORMANCE MEASUREMENT

This part of the Agreement comprises three components:-

3.2.1 PERFORMANCE PROCESS

- (i) The parties will develop a process to set the parameters for measuring the performance of State Rail and its employees in terms of "On-Time Running" and "Workforce Absenteeism". This will entail the joint agreement to and implementation of targets in relation to On-Time Running and the development of strategies and measures for implementation in relation to Workforce Absenteeism.

3.2.2 SERVICE PERFORMANCE & RELIABILITY

- (i) This entails the actual attainment of pre-determined targets in relation to On-Time Running.
- (ii) State Rail's performance in this area will be monitored to ensure the targets are met.

3.2.3 OPERATING COST PER EMPLOYEE

- (i) This entails the development of strategies and measures to be implemented to reduce Workforce Absenteeism, and specifically relates to sick leave, leave without pay, and workers compensation.
- (ii) State Rail's performance in this area will be monitored to ensure the strategies are working.

These components and the timing and quantum attached to their achievement are outlined in Annex A. Payment will be dependent upon the attainment of strategies and targets/measures and will only be made when agreement is reached.

CONSULTATIVE ARRANGEMENTS

To implement the terms of this Agreement, the following consultative arrangements will apply:-

3.2.4 JOINT STEERING COMMITTEE

- (i) Membership of this committee will comprise four senior State Rail managers, a Labor Council representative and nominated full-time union officials.
- (ii) The role of the committee is to oversee and endorse the implementation of the reforms contained within this Agreement.



3.2.5 *PROCESS REVIEW COMMITTEE*

- (i) Membership of this committee will comprise three State Rail management representatives and one representative from each union party to this Agreement.
- (ii) This committee will develop the process to measure performance and reach agreement on and implement Service Performance and Reliability targets and strategies; and develop and monitor the strategies and measures that are implemented to identify the reduction of Operating Cost Per Employee.
- (iii) It will also be responsible for monitoring the achievement of these performance indicators and strategies.
- (iv) This committee will be responsible for the formulation of an implementation plan with associated timeframes. In the event of agreement not being reached, outstanding matters will be referred to the Joint Steering Committee for resolution.



SRA STATE EBA FRAMEWORK

INDICATORS

CERTIFICATION **PERFORMANCE PROCESS** **SERVICE PERFORMANCE & RELIABILITY** **OPERATING COST PER EMPLOYEE**

- Service Performance & Reliability
- Cost per Employee
- Co-operation for organisational change
- New Technology
- Flexible Hours of Work
- Review of Merit Selection Process

3%

Joint agreement to and implementation of Service Performance & Reliability strategies & indicators together with the development & implementation of strategies to reduce operating costs per employee

March 98
2%

%
Achievement of On-Time Running Performance Indicators
External factors will be taken into consideration in measuring achievement of performance

June 98
1%

Implementation of Improved Productivity Strategies & Measures
eg. Absenteeism (Sick Leave, LWOP) (Workers Compensation)

June 98
1%

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Note: Functional or divisional agreements to be continued to be negotiated.

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4. SIGNATORIES




SIGNATORIES

The parties to this Agreement are committed to the provisions outlined in this Agreement.

In witness whereof the parties hereto have duly executed this Agreement.

DATED this Twenty Fourth day of December, 1997.

Signed for and on behalf of the
STATE RAIL AUTHORITY OF
NEW SOUTH WALES



Chief Executive
State Rail Authority of New
South Wales

Signed for and on behalf of the
CONSTRUCTION, FORESTRY,
MINING AND ENERGY
UNION, CONSTRUCTION
AND GENERAL DIVISION

(~~NEW SOUTH WALES BRANCH~~) ^{6.B}
(NEW SOUTH WALES BRANCH)





6 THE Signed for and on behalf of the
AUSTRALIAN RAIL, TRAM
AND BUS INDUSTRY UNION,
NEW SOUTH WALES 6



Signed for and on behalf of the
NEW SOUTH WALES
PLUMBERS AND GASFITTERS
EMPLOYEES UNION



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5. SCHEDULE

SALARY/WAGE POINTS/ RATES OF PAY & ALLOWANCES

SALARY POINTS

SALARY POINT	\$ PER ANNUM (a)
36	35,177
37	35,603
38	35,906
39	36,117
40	36,382
41	36,693
42	37,416
43	37,712
44	37,862
45	38,015
46	38,451
47	38,588
48	38,879
49	39,124
50	39,359
51	39,988
52	40,621



(a) Salary rates are EXCLUSIVE of Industry Allowance.

Note: Pay points outside the range of 36-52 are not applicable.



November 1997

WAGE POINTS

WAGE POINT NUMBER	\$ PER WEEK (a)	WAGE POINT NUMBER	\$ PER WEEK (a)
1	350.00	24	526.35
2	404.50	25	530.90
3	411.45	26	535.95
4	420.75	27	538.80
5	424.65	28	546.00
6	429.75	29	552.25
7	431.00	30	556.05
8	434.85	31	558.15
9	444.30	32	562.95
10	448.40	33	574.50
11	455.05	34	581.45
12	461.35	35	586.50
13	465.15	36	596.65
14	470.20	37	606.65
15	475.25	38	610.80
16	480.30	39	616.80
17	485.30	40	628.45
18	490.35	41	631.95
19	495.50	42	637.05
20	505.65	43	647.10
21	512.40	44	657.25
22	515.70	45	667.40
23	518.75	46	682.60

- (a) Wage rates are **INCLUSIVE** of basic wage, margin for skill (where applicable), special allowance (where applicable), additional loading (where applicable), tradesman's allowance (where applicable), over award payment (where applicable) but **EXCLUSIVE** of industry allowance, tool allowance (where applicable), licence allowances (where applicable) disability allowance (where applicable), and one ninth casual loading for construction workers where applicable.

STATE RAIL AUTHORITY OF NEW SOUTH WALES

BUILDING TRADES - MAINTENANCE STAFF AWARD

CLASSIFICATION	PAY POINT NO.	NEW RATE SPW	TOOL ALLOWANCE SPW	INDUSTRY ALLOWANCE SPW
Plumber Examining	26	535.95	18.80	19.05
Bricklayer	24	526.35	13.40	19.05
Carpenter & Joiner	24	526.35	18.80	19.05
Painter	24	526.35	4.60	19.05
Signwriter	27	538.80	4.60	19.05
Plasterer & Fibrous Plaster Fixer	24	526.35	15.40	19.05
Plumber & Gasfitter	25	530.90	18.80	19.05
Tilelayer	24	526.35	13.40	19.05
Drainer (Not Licenced)	25	530.90	18.80	19.05
Plumber Examining Elec. Car W/Shops Chullora	26	535.95	18.80	19.05

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BUILDING TRADES - MAINTENANCE STAFF AWARD ALLOWANCES

TOOL ALLOWANCE

Bricklayer	\$13.40 per week
Carpenter & Joiner	\$18.80 per week
Painter	\$ 4.60 per week
Signwriter	\$ 4.60 per week
Plasterer and Fibrous Plaster Fixer	\$15.40 per week
Plumber & Gasfitter	\$18.80 per week



Employee engaged on leadburning 48 cents per hour

Plumbers Licence	63 cents per hour
Gasfitters Licence	63 cents per hour
Drainers Licence	54 cents per hour
Plumbers & Gasfitters Licence	84 cents per hour
Plumbers & Drainers Licence	84 cents per hour
Gasfitters & Drainers Licence	84 cents per hour
Plumbers, Gasfitters & Drainers Licence	116 cents per hour
Pressure Welding Certificate	35 cents per hour

Registration Allowance 47 cents per hour

LEADING HANDS

In charge 3 -10 employees	\$21.90 per week
In charge 11 - 20 employees	\$32.65 per week
In charge more then 20 employees	\$41.50 per week

SPECIAL RATES

Working in tunnels	33 cents per hour
Wet places	37 cents per hour
Chokages	\$4.23 per day
Boilers, Flues etc.	\$1.09 per day
Swing scaffold first 4 hours	\$2.64
Each hour thereafter	54 cents per hour
Charcoal [loose material]	45 cents per hour
Hotwork 46 - 54 degrees C	37 cents per hour
Exceeding 54 degrees C	45 cents per hour
Confined space	45 cents per hour
Roof repairs	45 cents per hour
Explosive power tools	86 cents per day
Illawarra Electrification	50 cents per hour
High structure no support	34 cents per hour
Oxy/Elect. Welding Certificate	31 Cents per hour
Spray Painting no booth	37 cents per hour
Computing quantities	\$2.64 per day
Preparation Epoxy Material	45 cents per hour
Applying epoxy material no air conditioning	29 cents per hour
Employees working in vicinity epoxy material	37 cents per hour
Cleaning brickwork	34 cents per hour
Blocklaying over 5.5 up to 9 k.g.	37 cents per hour
Blocklaying over 9 up to 18 k.g.	65 cents per hour
Blocklaying over 18 k.g.	92 cents per hour
Plumbers Elect. Welding ..	11 cents per hour
Asbestos	45 cents per hour
Bagging	34 cents per hour
Second hand timber	\$1.42 per day
Marking/Setting out	\$15.10 per week

