

ENTERPRISE AGREEMENT

NO: E.A. 482 /1994

DATE REGISTERED: 8-12-94

PRICE: \$ 18-00

8 November 1994

ENTERPRISE AGREEMENT

1. Title:

This Agreement shall be known as the David Power Electrical (Smorgan ARC) Enterprise Agreement.

2. Parties To The Agreement:

The Parties to this Agreement are David Power Electrical Pty Limited and electrical trade and fitter/machinist trade employees of the Company engaged pursuant to the Awards referred to in Clause 6 permanently engaged on mechanical and electrical contracting work at the Smorgan ARC site.

3. Incidence:

This Agreement shall only apply to work performed at the Smorgan ARC site, Cnr of Carter and Uhrig Streets, Lidcombe, New South Wales.

This Agreement shall not apply to employees sent to work on the site on a short term or relief basis.

4. Purpose of Agreement:

The purpose of this agreement is to ensure.

- a) The industrial framework within the maintenance department of the customers plant has full flexibility such as will enable maximum efficiency at any time, ie. the ability to speedily adapt to production, technology and market changes.
- b) The maintenance employees are equipped to deal with these changes.
- c) Necessary training and incentives exist to meet the changing requirements at the plant.
- e) Develop skills commensurate with abilities, and such skills are directed in the most efficient way and adequate classifications exist to cover these increased skills.
- f) To provide the framework of change to restructure work practices, methods and crewing to accommodate the efficient use of employees, as per the customers requirements.

5. This agreement was not entered into under any duress by David Power Electrical Pty Ltd or any of its employees engaged on the above site works.

Handwritten signatures:
M.E.
S.L.
G.T.
I.R.
T. J. O'Leary

Handwritten initials:
M.E.
G.H.

6. Conditions of Employment:

Reference to Existing Awards.

This agreement shall regulate partially the terms and conditions previously regulated by the awards specified below. In the event of any inconsistency between the agreement and the relevant award the provisions of this agreement shall prevail.

- a) The "Electrical Contracting Industry (State) Award".
- b) The "Metal and Engineering (NSW) Interim State Award".

REPLACEMENT OF AWARD PROVISIONS:

The following clauses are to replace those in the awards mentioned in item 6 (Reference to Existing Awards).

Annual Leave Loading:

Will be included in the hourly wage rate for ordinary time only and spread over the entire year.

Meal Allowance

Will be paid after every 4 hours of overtime worked when notice is not given on the pervious day or earlier.

Rest Period After Overtime:

Will be 8 hours for all purposes relevant to the working of overtime.

Meal Breaks:

Will be rostered to provide coverage to the plant at all times and no penalty rates will apply, if an employee is required to work through his meal break. A meal break will be given at completion of the task being performed that required the employee to work through their meal break.

Spread Of Hours:

Normal working hours will be from 5:00am to 6:00pm.

Hours of Work:

The parties agree that the current work arrangements for hours of work provisions (including the daily maximum ordinary hours and the taking of meal breaks) may be altered during the life of this agreement following consultation and agreement by all employees concerned to meet shift work and/or operational requirements. The criteria that will be used in assessing the desirability of proposed work changes to hours of work will include the impact on efficiency, operational and customer requirements, productivity quality and quality of life.

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Ordinary hours for the purpose of this agreement will be at the option of each individual employee and either;

- a) An average of 38 hours per week worked on the basis of 152 hours within a 28 consecutive day work cycle with provisions of one RDO per month.
- b) An average of 40 hours per week worked on the basis of 160 hours within a 28 consecutive day work cycle with no RDO provisions.
- (c) Employees selecting option (a) will receive pay for a 38 hour week at the applicable weekly rate prescribed in Attachment A of the Agreement. Employees selecting option (b) will receive pay for a 40 hour week at the applicable weekly rate prescribed in Attachment A of the agreement.

Ordinary hours will be between 5:00am to 6:00pm Monday to Sunday inclusive. Different methods of implementation of the hours of work may be applied to various groups or sections of employees.

RDO's:

To be more flexible in their application so as to allow for the best utilisation of experience site personnel when plant demands require. Notification of RDO's is to be on a 2 week minimum period and may be altered by mutual agreement between David Power Electrical and the employee concerned.

Shift Work:

All these provisions will also apply to shift work as defined by the relevant award.

Payment of Wages:

Payment of wages will be negotiated to achieve fortnightly wage payment. This will be implemented only after consultation and agreement on a time frame. All wages paid to employees will be by EFT.

ADDITIONAL PROVISION

Union Fees:

David Power Electrical will no longer pay union fees for any site employee.

Time Sheets:

The completion of all information on the ARC time sheets is to be the responsibility of each employee and is to be filled out daily by the employee and checked for accuracy and correctness. The time sheet should be neat and tidy.

Safety:

A greater commitment and involvement of all employees in the area of safety breaches and accident prevention of all occurrences no matter how minor.

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Skills Classification/Manning Requirements:

The introduction of a skills based pay system based on the Classifications described in Appendix 1.

The payment structure will incorporate incremental pay rises as the employee reaches certain levels of completion with the prescribed T.A.F.E courses, his experience and ability to demonstrate the skills attained.

The recognition of the manning requirements for this site as per appendix 2.

7. Dispute Settlement Procedure.

The parties have considered the question of dispute settling procedures with a view to placing a maximum emphasis on the peaceful settlement of disputes.

In the event of any dispute between an employer and one or more of its employees, it is agreed that the following procedure shall be adhered to:

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 representative 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 any official of the relevant union and request representation at further conference to be held at a date and time mutually acceptable.

Should negotiations as prescribed above fail, the matter (where appropriate) shall be referred to the relevant employer organisation and the state secretary of the union within five working days, at which level a conference of the parties shall be convened without delay.

In the absence of agreement either party may refer the matter to the Industrial Relations Commission of New South Wales for resolution.

Whilst the above procedure is being effected work shall continue normally.

8. Duration of Agreement

The parties both agree that the duration of the agreement shall be two years from the date of ratification.

9. Rates of Pay

The rates of pay as indicated in Attachment A incorporate a \$15 increase granted to employees of this agreement in February 1994. A further increase of \$18 shall apply to all rates of pay from the date of registration of this agreement. This is in lieu of any wage increases arising from any national or state wage case decision, except as provided for in the Industrial Relations Act 1991.

A further increase of wages during the period of the agreement will only be negotiated if there is an increase of greater than 2.5% in the annual CPI as provided by the Australian Bureau of Statistics which shall be measured in September 1995 and/or where there is shown a genuine commitment to the agreement with emphasis on the implementation of change to the hours of work provision within this agreement.

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APPENDIX 1

- i) Contract Leading Hand
 - Administration skills
 - Supervisory skills
 - Time management skills
 - Decision making skills
 - Problem solving skills
 - Special Class Electrician or Special Class Fitter
 - Good Communicator

- ii) Senior Special Class Fitter
 - Decision Making Skills
 - Problem solving skills
 - Fitting and Machining TAFE Certificate
 - Hydraulics 4 TAFE Certificate
 - Pneumatics 2 TAFE Certificate
 - Extensive Hydraulic and Pneumatic experience

- iii) Special Class Fitter
 - Problem solving skills
 - Fitting and Machining TAFE Certificate
 - Hydraulics 2 TAFE Certificate
 - Pneumatics 2 TAFE Certificate
 - Hydraulic and Pneumatic experience

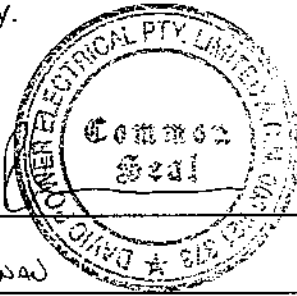
- iv) Fitter
 - Problem solving skills
 - Fitting and Machining TAFE Certificate
 - Hydraulics 1
 - Pneumatics 1
 - Hydraulic and Pneumatic experience

- v) 2nd Class Machinist
 - Machining TAFE Certificate

- vi) Special Class Electrician
 - Electrical Trades TAFE Certificate
 - Industrial Electronics TAFE Certificate
 - Problem solving skills
 - Decision making skills
 - PLC experience

SIGNATORIES TO AGREEMENT

Signed on behalf of the Company.
Under Company Seal.



Signature: [Handwritten Signature]

Name of Signatory: M. LUNNAN

Date: 25-8-04

Witnessed by: [Handwritten Signature] Name of Witness: GRAHAM DAY

EMPLOYEES

Signature: G. Twigg Name of Signatory: GEOFFREY TWIGG

Witnessed by: A. Holmes Name of Witness: ADAM HOLMES

Signature: A. Holmes Name of Signatory: ADAM HOLMES

Witnessed by: G. Twigg Name of Witness: GEOFFREY TWIGG

Signature: D. M. Lenz Name of Signatory: D. M. Lenz

Witnessed by: David McGrath Name of Witness: DAVID MCGRATH

Signature: D. McGrath Name of Signatory: DAVID MCGRATH

Witnessed by: D. M. Lenz Name of Witness: STEPHEN MARK TERRY

Signature: [Handwritten Signature] Name of Signatory: STUART LEBUSQUE

Witnessed by: D. McGrath Name of Witness: DAVID MCGRATH

Signature: A. Zammit Name of Signatory: ANTHONY ZAMMIT

Witnessed by: D. McGrath Name of Witness: DAVID MCGRATH

Witnessed by: _____ Name of Witness: _____

Signature: *Marco Roman* Name of Signatory: MARCO ROMAN

Witnessed by: *David McCrack* Name of Witness: DAVID MCCRACK

Signature: *T. Gossy* Name of Signatory: TIM GOSSY

Witnessed by: *David McCrack* Name of Witness: DAVID MCCRACK

Signature: *R. Ewert* Name of Signatory: RICHARD EWERT

Witnessed by: *David McCrack* Name of Witness: DAVID MCCRACK

Signature: _____ Name of Signatory: _____

Witnessed by: _____ Name of Witness: _____

ATTACHMENT A

Classification	Rate 38 hour week \$	Rate 40 hour week \$
Contract Leading Hand	695.00	732.00
Electrician	595.00	626.00
Special Class Electrician	649.00	683.00
Senior Special Class Fitter	589.00	620.00
Special Class Fitter	560.00	589.00
Fitter	548.00	577.00
2nd Class Machinist	496.00	522.00

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