

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/319

**TITLE: Ralph M Lee Pty Ltd New South Wales Enterprise Agreement
2000-2003**

I.R.C. NO: 2000/5038

DATE APPROVED/COMMENCEMENT: 19 October 2000

TERM: 32 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 34

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged pursuant to the parent award while carrying out work within NSW power stations and all other projects or works within New South Wales outside the metropolitan areas of Sydney and Wollongong

PARTIES: Ralph M Lee Pty Limited -&- Electrical Trades Union of Australia, New South Wales Branch

**Registered
Enterprise Agreement
Industrial Registrar**

RALPH M LEE PTY. LTD. (Incorporating HALMAC RALPH M. LEE)

15-9-00

CONFIDENTIAL

THIS DOCUMENT IS STRICTLY CONFIDENTIAL TO RALPH M LEE AND ITS EMPLOYEES AND IS NOT TO BE GIVEN OR PROVIDED FOR REVIEW TO ANY THIRD PARTIES WITHOUT PERMISSION OF THE COMPANY

**ENTERPRISE AGREEMENT
FOR NEW SOUTH WALES**

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AGREEMENT

Arrangement

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RALPH M LEE PTY LTD
NEW SOUTH WALES
ENTERPRISE AGREEMENT, 2000-2003

1. INTRODUCTION

This Agreement has been jointly developed by Ralph M Lee 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, thus delivering projects on time and within budget along with job satisfaction and security for employees.

2. TITLE

This Agreement shall be known as the Ralph M Lee Pty Ltd New South Wales Enterprise Agreement, 2000-2003.

3. DEFINITIONS

For the purpose of this Agreement:

- **"Agreement"** means this Enterprise Agreement.
- **"Company"** means Ralph M Lee Pty Ltd, (incorporating, Halmac Ralph M Lee)
- **"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.

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4. OBJECTIVES

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

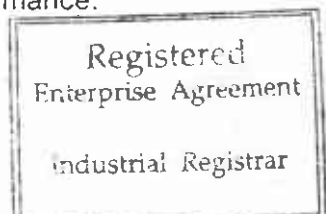
- To ensure customer satisfaction in the provision of services.
- Increasing the competitiveness, productivity, efficiency and flexibility of the Company and its workforce.
- Creating a co-operative, safe and productive environment on the Company's projects.
- Continuing the development of more flexible, efficient and adaptable management and work practices.
- Establishing and developing better and more effective communication and consultation between the Company and 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.
- Improving 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:

- Ralph M Lee Pty Ltd; (incorporating Halmac Ralph M Lee) 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

- a) This Agreement applies to the Company in respect of all employees who are engaged pursuant to the terms of this agreement while carrying out work within New South Wales Power Stations and all other projects or works within New South Wales, which are remote from the metropolitan areas of Sydney and Wollongong. Work carried out within the county of Cumberland will be subject to the requirements and conditions of the Ralph M. Lee Pty Ltd. (NSW Division - Sydney Construction) Enterprise Agreement, 1999 - 2002.
- b) Where there is any inconsistency between this Agreement and the Parent Award, the Agreement shall prevail to the extent of the inconsistency.
- c) Where a situation/condition is not stated in this Agreement, the provisions of the Parent Award shall prevail.
- d) Where there is a "Project Specific Agreement" providing pay rates, allowances and conditions in excess of those contained in this agreement, then those pay rates, allowances and conditions shall apply.

7. DATE AND PERIOD OF OPERATION

- a) This Agreement shall come into operation from the date of certification and remain in force until 30-6-2003
- 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 RML, 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.
- 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; and
- be committed to the objectives in Clause 4 of this Agreement.
- 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.

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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

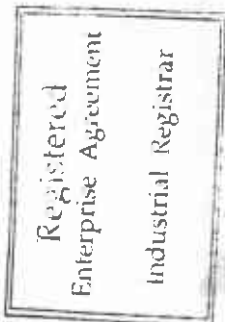
the impact on efficiency, operational and project requirements, productivity, quality and quality of life.

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) 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".
- e) There shall be no restriction on the working of overtime on an RDO weekend. The practice of "one in, all in" shall not apply.

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 Sunday 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 it's 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 E.

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 additional payment at the appropriate rate for it within the same work cycle.

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.

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) These wage increases will be in lieu of any other increases granted by the Australian Industrial Relations Commission during the term of this Agreement 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.
- c) Expense related allowances, with the exception of the excess fares and travel allowance, will be paid in accordance with the Parent Award and varied as the Parent Award is varied.

21. PRODUCTIVITY ALLOWANCE

- 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.

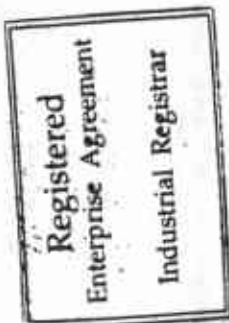
- b) This payment will not apply on any project where a select tender nominates competitors who do not have either an Enterprise Agreement or an Enterprise Agreement with this provision and therefore places this company and as a consequence it's employees at a disadvantage.
- c) Site allowances will 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.
- d) 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 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.
 - 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

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 or 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.



- d) It is agreed that where an amount calculated in accordance with the Superannuation Guarantee Legislation is less than the amount nominated in this Agreement, then the amount nominated in this Agreement shall apply.

24. REDUNDANCY

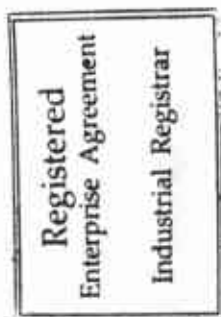
- a) Redundancy will be paid strictly according to the provisions of the Electrical Contracting Industry Redundancy and Technological Change (State) Award with the exception that this Agreement shall apply notwithstanding that employment is terminated by the Company due to the ordinary and customary turnover of labour.
- b) Upon commencement of this Agreement, the Company will make contributions to MERT on behalf of employees (other than apprentices and trainees) engaged upon construction work at the following rates:
- From date of agreement, at the rate of \$50.00 per week worked;

25. TOP-UP/24 HOUR INCOME ACCIDENT PROTECTION INSURANCE

It is a term of the Agreement the Company will provide Top-Up/24 Hour Employee Insurance under the WageCover or other agreed scheme from the date of commencement of the Agreement. The Company agrees to make available details of such policies to the employee upon request.

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.



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) These payments will not apply where an employee is absent for the day.
- d) 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.
- e) 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

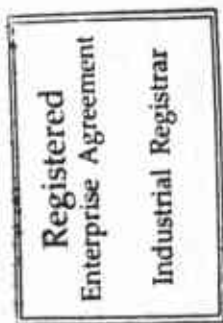
- a) The Company is committed to provide a safe and healthy working environment in which its employees can work. The emphasis of this commitment is on the identification of potential unsafe practices and the prevention of accidents and injury.
- b) Managers and supervisors have the responsibility at 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 reclassification 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 within six months of the implementation of the agreement the consultative committee will establish an agreed tool list. Once established and agreed this list will form part of the agreement identified as appendix D.



Tools shall be maintained by the employee and must be available at work at all times when required.

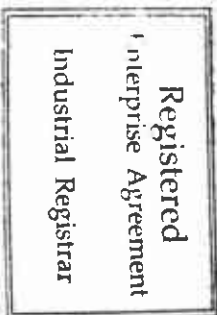
- c) The company may request and the employee will, allow periodic inspections of the tool kit to ensure the standard of tools are maintained.
- d) A tool allowance is included in the wage rates where applicable for tradespersons and apprentices for the provision and maintenance of an adequate tool kit.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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.
- j) 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 \$ 336:30.
- k) 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.
- l) In all cases, the employee shall be liable to pay the first amount of \$ 56:00 for each and every claim for compensation.
- m) Any claim for such loss of tools must be supported by a police report.

40. SUPPLEMENTARY LABOUR

The parties agree that when necessary to meet short term peak work requirements additional labour resources are able to be sourced from Labour Hire Companies who have an enterprise agreement or are in the process of negotiating an enterprise agreement with the union signatory to this Agreement.

41. UNION DUES

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



42. 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.

43. 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.
- b) In addition notification will also be given where a site or project allowance is payable.

44. RENEWAL OF AGREEMENT

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

45. SIGNATORIES

Signed by:

GEORGEY R EASTMAN  Date: 9.9.2000

For and on behalf of Ralph M Lee Pty Ltd.

Signed by:

R. Ri Date: 11.9.00

For and on behalf of the Electrical Trades Union of Australia, NSW Branch.



WAGE RATE SCHEDULE GENERAL CONSTRUCTION Part 1

Applicable Date	1/07/2000				1/01/2001				1/07/2001			
	All Purpose Hourly Rate	38 Hour Week	Fares and Travel	All Purpose Hourly Rate	38 Hour Week	Fares and Travel	All Purpose Hourly Rate	38 Hour Week	Fares and Travel	All Purpose Hourly Rate	38 Hour Week	Fares and Travel
Grade 1	14.3689	546.02	90.56	14.4497	549.09	90.62	14.8298	563.53	95.68	14.8298	563.53	95.68
Grade 2	15.2489	579.46	93.41	15.3528	583.41	93.48	15.7566	598.75	98.54	15.7566	598.75	98.54
Grade 3	15.8388	601.87	96.26	16.2559	617.72	96.33	16.6835	633.97	101.39	16.6835	633.97	101.39
Grade 4	16.7187	635.31	99.11	17.1590	652.04	99.18	17.6103	669.19	104.25	17.6103	669.19	104.25
Grade 5 Unlicensed	17.8749	679.25	105.00	18.3384	696.86	105.00	18.8135	714.91	110.00	18.8135	714.91	110.00
Grade 5 Licensed	18.5394	704.50	105.00	19.0029	722.11	105.00	19.4780	740.16	110.00	19.4780	740.16	110.00
Grade 6	19.4332	738.46	105.00	19.9199	756.95	105.00	20.4187	775.91	110.00	20.4187	775.91	110.00
Grade 7	21.2207	806.39	105.00	21.7537	826.64	105.00	22.3000	847.40	110.00	22.3000	847.40	110.00
Grade 8	23.0082	874.31	105.00	23.5875	896.33	105.00	24.1814	918.89	110.00	24.1814	918.89	110.00
Grade 9	23.9019	908.27	105.00	24.5045	931.17	105.00	25.1221	954.64	110.00	25.1221	954.64	110.00
Grade 10	26.5832	1010.16	105.00	27.2552	1035.70	105.00	27.9441	1061.88	110.00	27.9441	1061.88	110.00

Indentured Apprentice

App. 1	7.1441	271.48	68.12	7.3227	278.26	68.12	7.5058	285.22	73.12
App. 2	9.4469	358.98	75.57	9.6830	367.96	75.57	9.9251	377.15	80.57
App. 3	13.1193	498.53	87.46	13.4473	511.00	87.46	13.7834	523.77	92.46
App. 4	14.9732	568.98	93.46	15.3476	583.21	93.46	15.7313	597.79	98.46

Trainee Apprentice

App. 1	8.0652	306.48	71.10	8.2668	314.14	71.10	8.4735	321.99	76.10
App. 2	10.6159	403.40	79.36	10.8813	413.49	79.36	11.1533	423.82	84.36
App. 3	14.3474	545.20	91.43	14.7061	558.83	91.43	15.0737	572.80	96.43
App. 4	15.6817	595.91	95.75	16.0738	610.80	95.75	16.4756	626.07	100.75

Leading Hand Licensed

19.4104	737.60	105.00	19.8739	755.21	105.00	20.3490	773.26	110.00
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Registered Enterprise Agreement
Industrial Registrar