

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/60**

**TITLE: Ralph M Lee Pty Ltd (NSW Division - Sydney Construction)  
Enterprise Agreement, 2000-2002**

**I.R.C. NO:** 2000/186  
**DATE APPROVED/COMMENCEMENT:** 15 February 2000  
**TERM:** 30 September 2002  
**NEW AGREEMENT OR  
VARIATION:** New  
**GAZETTAL REFERENCE:** 17 March 2000  
**DATE TERMINATED:**  
**NUMBER OF PAGES:** 19

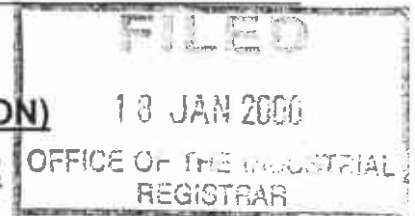
**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** It applies to all employees engaged pursuant to the Parent Award, who are engaged on construction work in the County of Cumberland

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



**RALPH M LEE PTY LTD**  
**(NSW DIVISION – SYDNEY CONSTRUCTION)**  
**ENTERPRISE AGREEMENT, 2000-2002**



**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 (NSW Division – Sydney Construction) Enterprise Agreement, 2000-2002.

**3. DEFINITIONS**

For the purpose of this Agreement:

- **“Agreement”** means this Enterprise Agreement.
- **“Company”** means Ralph M Lee Pty Ltd.
- **“Construction Work”** has the same definition as contained in the Parent Award.
- **“County of Cumberland”** is shown on the attached map.
- **“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 Contracting Industry (State) Award 1992.
- **“Union”** means the Electrical Trades Union of Australia, NSW Branch.
- **“Consultative Committee”** means a committee of elected employees and nominated Company representatives.

**4. OBJECTIVES**

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

- To ensure customer satisfaction in the provision of services.
- 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 eventually eliminate lost time due to disputation.

**5. PARTIES BOUND**

This Agreement shall be binding upon:

- a) Ralph M Lee Pty Ltd; and
- b) All employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award; and
- c) The Electrical Trades Union of Australia, NSW Branch.

**6. APPLICATION OF AGREEMENT**

This Agreement applies to the Company in respect of all employees who are engaged pursuant to the Parent Award and who are engaged upon construction work within the County of Cumberland.

This Agreement does not apply to the Company's Service and Minor Works Department.

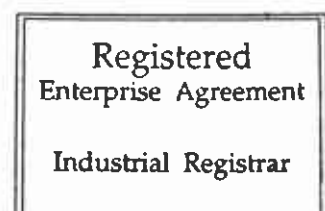
Where there is any inconsistency between this Agreement and the Parent Award, the Agreement shall prevail to the extent of the inconsistency.

Where a situation/condition is not stated in this Agreement, the provisions of the Parent Award shall prevail.

**7. DATE AND PERIOD OF OPERATION**

This Agreement shall come into operation from the date of certification and remain in force until 30 September 2002.

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, Department, Plant or Enterprise.

**10. CONDITIONS OF EMPLOYMENT**

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

- i) 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
- ii) recognise the right of the Company to have an appropriate number and mix of classifications and skills during any hours of work; and
- iii) adhere to agreed start and finish times for all work periods; and
- iv) properly use and maintain all appropriate protective clothing and tools and equipment provided by the Company for specified circumstances; and
- v) use any technology and perform any duties which are within the limits of the employee's skill, competence and training; and
- vi) 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. However, where efforts, skills and abilities are equal then seniority shall take precedence; and
- vii) 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
- viii) provide and maintain an adequate kit of tools in accordance with Parent Award requirements; and
- ix) be committed to the objectives in Clause 4 of this Agreement.

b) 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.

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

## 11. DISPUTE SETTLEMENT PROCEDURE

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

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

- a) The employee/s or accredited employees representative wishing to raise any matter affecting the employee/s shall:
  - 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.
- 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 recommendations, orders and/or directions of the Australian Industrial Relations Commission shall be strictly observed by all parties subject to the industrial rights of the parties.

## 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

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 6.00am and 6.00pm 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.

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.

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 sub-clause 22.6 of the Parent Award.

#### **Shift Work**

The above flexible hours of work provisions will also apply to shift work as defined by the Parent Award.

#### **Rostered Days Off (RDO's)**

The parties agree to increased flexibility with regard to the taking of RDO's. RDO's may be rescheduled or staggered over the work cycle rather than on industry RDO days.

By agreement between the Company and an employee, RDO's may be banked to a maximum of five (5). Records of each employee's RDO status will be kept by the Company and made available to the employee upon request.

#### **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 23 of the Parent Award and Clause 2 of the Electrical Contracting Industry Family Leave (State) Award IRC 1 157 of 1995.

#### **Starting**

Employees shall be at the nearest gang box or site shed dressed and equipped and ready to commence work at the work start time. Wash up time shall occur after the finish time.

### **14. WAGES**

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

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.

Expense related allowances, with the exception of the excess fares allowance, will be paid in accordance with the Parent Award and varied as the Parent Award is varied.

### **15. PRODUCTIVITY ALLOWANCE**

A productivity allowance per hour worked will be paid to employees engaged upon construction work upon commencement of this Agreement. This allowance 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.

Apprentices appointed prior to the date of agreement shall have their entitlement to productivity allowance fixed at that which was applicable immediately prior to the date of agreement, for the remainder of their apprenticeship. This amount shall not be less than \$0.50 per hour.

Apprentices appointed after the date of agreement shall be entitled to a productivity allowance of \$0.50 per hour, with this rate remaining fixed for the duration of his/her apprenticeship.

It is the intention of all parties to this agreement that productivity allowances for apprentices of above \$0.50 per hour shall be eliminated by the year 2002, and that during the interim period, the parties will work towards achieving a recommended employment ratio of apprentices engaged on construction work of not less than one apprentice to five tradespeople.

Site/project allowances will be paid in addition to the productivity allowance only under one of the following circumstances:

- a) Where such an allowance is awarded by the Industrial Relations Commission; or
- b) Where such an allowance is required by a site condition specified at the time of the tender. It is incumbent upon the Company to enquire of the head contractor/client at the time of the tender whether a site/project allowance is required to be paid and in particular whether it is required to be paid in accordance with the Construction Industry Site Allowance Matrix; or
- c) Where a contract between the Company and the head contractor/client does not contain provision for a site allowance; but
  - i) After the contract is made the head contractor/client makes an agreement under which a site allowance is payable; and
  - ii) The head contractor/client agrees in writing to reimburse the Company the full cost of the said allowance.

**16. 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 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.

**17. SUPERANNUATION**

The Company will pay superannuation contributions into the NESS No.1 Superannuation Scheme (or C+BUS where appropriate) for each employee. It is hereby agreed that this superannuation fund will be the sole fund utilised under this agreement. 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 per week worked.

All superannuation contributions will be paid monthly as required by the Trust Deed.

**18. REDUNDANCY**

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 award shall apply notwithstanding that employment is terminated by the Company due to the ordinary and customary turnover of labour.

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 \$47.50 per week worked;
- From 1 April 2000, at the rate of \$50.00 per week worked;
- From 1 October 2000, at the rate of \$52.50 per week worked;
- From 1 April 2001, at the rate of \$55.00 per week worked;
- From 1 October 2001, at the rate of \$57.50 per week worked;
- From 1 April 2002, at the rate of \$60.00 per week worked.





**19. TOP-UP/24 HOUR INCOME ACCIDENT PROTECTION INSURANCE**

It is a term of the Agreement the Company will pay 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.

**20. CLOTHING**

The uniform is to promote the Company as a professional organisation throughout the industry.

**(a) Footwear**

Generally 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 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.

**(b) Uniforms and Clothing**

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. The standard issue of clothing is 2 pair of long legged drill trousers and 2 long sleeved drill shirts fitted with appropriate company logos. 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) Jackets**

Only where harsh site working conditions prevail, 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 wear and tear basis upon presentation of old unserviceable jackets.

**21. 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.

**22. SKILL 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:

- a) Developing a more highly skilled and flexible workforce.
- b) 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 Company, 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.

### 23. WET WEATHER PROCEDURE

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.

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 which can be corrected in limited time duration.

Should a portion of the project be affected by wet weather, all other employees not so affected shall continue working in accordance with award conditions, regardless that some employees may be entitled to cease work due to wet weather.

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.

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

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

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.

### 24. PAYMENT OF WAGES

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 payslips in accordance with the Industrial Relations Act 1996.

The employee with the assistance of the Company is responsible for the accurate and timely completion and provision of time sheets and production records.

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**25. FARES AND TRAVELLING ALLOWANCES**

Employees will be paid an excess fares allowance as prescribed by Schedule A where they have an entitlement to this allowance under the Parent Award.

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 Schedule A.

Both allowances are fixed for the life of the Agreement.

**26. 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.

**27. DISTANT/AWAY WORK**

Where an employee genuinely volunteers to be transferred to a distant site, they shall not be entitled to living away allowances or travel expenses.

Where an employee is specifically requested to transfer to a distant site, they shall be entitled to living away allowances.

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.

**28. 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.

**29. OCCUPATIONAL HEALTH AND SAFETY**

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.

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.

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 or illegal drugs during work hours including meal breaks.

There will be no smoking allowed in any enclosed areas including any offices, crib huts or construction buildings.

Any dispute arising out of Occupational Health and Safety issues will be dealt with in accordance with Clause 11, or where relevant, State Legislation, 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 approach being conducted to discuss and resolve any OH&S issue at a workplace level.

**30. 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.

**31. TOOLS**

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.

A priority for the consultative committee is to develop an agreed tool list for employees consistent with the nature of work undertaken by the Company and in line with those provided under the Parent Award.

**32. 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.

**33. UNION DUES**

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

**34. COUNSELLING AND DISCIPLINARY POLICY AND PROCEDURES**

Attached as Appendix (A) 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.

**35. GROUP TRAINING COMPANIES**

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

- They have an enterprise agreement with the Union; and
- The apprentices and trainees hired to the Company shall be paid at least the rates and conditions of this Agreement; and
- The Group Training Company shall be notified if a site/project allowance is payable.


**36. RENEWAL OF AGREEMENT**

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



**37. SIGNATORIES**

Signed by:  Date: 10/1/2000.  
For and on behalf of Ralph M Lee Pty Ltd.

Signed by:  Date: 18.1.00  
For and on behalf of the Electrical Trades Union of Australia, NSW Branch.



**SCHEDULE A****Rates applying from the first full pay period on or after date of agreement.\***

| Classification                  | All-Purpose hourly rate | Productivity Allowance per hour worked | Daily Average Excess Fares Allowance | Daily Average Excess Travel Time |
|---------------------------------|-------------------------|--|--------------------------------------|----------------------------------|
| Grade 1                         | \$15.12                 | \$1.60                                 | \$8.40                               | \$10.10                          |
| Grade 2                         | \$15.92                 | \$1.70                                 | \$8.40                               | \$10.70                          |
| Grade 3                         | \$16.70                 | \$1.80                                 | \$8.40                               | \$11.30                          |
| Grade 4                         | \$17.49                 | \$1.90                                 | \$8.40                               | \$12.00                          |
| Grade 5 unlicenced              | \$18.62                 | \$2.00                                 | \$8.40                               | \$12.60                          |
| Grade 5 cert of regn            | \$19.08                 | \$2.00                                 | \$8.40                               | \$12.60                          |
| Grade 5 qual super              | \$19.48                 | \$2.00                                 | \$8.40                               | \$12.60                          |
| Grade 5 unlic l/hand            | \$19.77                 | \$2.00                                 | \$8.40                               | \$12.60                          |
| Grade 5 lic l/hand              | \$20.62                 | \$2.00                                 | \$8.40                               | \$12.60                          |
| <b>APPRENTICES</b>              |                         |  |                                      |                                  |
| Indentured 1 <sup>st</sup> year | \$7.51                  | \$0.50                                 | \$8.40                               | \$5.08                           |
| Indentured 2 <sup>nd</sup> year | \$9.92                  | \$0.50                                 | \$8.40                               | \$6.69                           |
| Indentured 3 <sup>rd</sup> year | \$13.77                 | \$0.50                                 | \$8.40                               | \$9.32                           |
| Indentured 4 <sup>th</sup> year | \$15.71                 | \$0.50                                 | \$8.40                               | \$10.64                          |
| Trainee 1 <sup>st</sup> year    | \$8.46                  | \$0.50                                 | \$8.40                               | \$5.72                           |
| Trainee 2 <sup>nd</sup> year    | \$11.14                 | \$0.50                                 | \$8.40                               | \$6.91                           |
| Trainee 3 <sup>rd</sup> year    | \$15.07                 | \$0.50                                 | \$8.40                               | \$10.20                          |
| Trainee 4 <sup>th</sup> year    | \$16.48                 | \$0.50                                 | \$8.40                               | \$11.15                          |

\* NB: Productivity Allowance for Apprentices to be calculated in accordance with both Schedule A and Clause 15 of the Agreement

**Rates applying from the first full pay period on or after 1 April, 2000\***

| Classification                  | All-Purpose hourly rate | Productivity Allowance per hour worked | Daily Average Excess Fares Allowance | Daily Average Excess Travel Time |
|---------------------------------|-------------------------|--|--------------------------------------|----------------------------------|
| Grade 1                         | \$15.50                 | \$1.60                                 | \$8.40                               | \$10.10                          |
| Grade 2                         | \$16.32                 | \$1.70                                 | \$8.40                               | \$10.70                          |
| Grade 3                         | \$17.11                 | \$1.80                                 | \$8.40                               | \$11.30                          |
| Grade 4                         | \$17.92                 | \$1.90                                 | \$8.40                               | \$12.00                          |
| Grade 5 unlicenced              | \$19.09                 | \$2.00                                 | \$8.40                               | \$12.60                          |
| Grade 5 cert of regn            | \$19.55                 | \$2.00                                 | \$8.40                               | \$12.60                          |
| Grade 5 qual super              | \$19.96                 | \$2.00                                 | \$8.40                               | \$12.60                          |
| Grade 5 unlic l/hand            | \$20.27                 | \$2.00                                 | \$8.40                               | \$12.60                          |
| Grade 5 lic l/hand              | \$21.14                 | \$2.00                                 | \$8.40                               | \$12.60                          |
| <b>APPRENTICES</b>              |                         |  |                                      |                                  |
| Indentured 1 <sup>st</sup> year | \$7.70                  | \$0.50                                 | \$8.40                               | \$5.08                           |
| Indentured 2 <sup>nd</sup> year | \$10.17                 | \$0.50                                 | \$8.40                               | \$6.69                           |
| Indentured 3 <sup>rd</sup> year | \$14.11                 | \$0.50                                 | \$8.40                               | \$9.32                           |
| Indentured 4 <sup>th</sup> year | \$16.11                 | \$0.50                                 | \$8.40                               | \$10.64                          |
| Trainee 1 <sup>st</sup> year    | \$8.67                  | \$0.50                                 | \$8.40                               | \$5.72                           |
| Trainee 2 <sup>nd</sup> year    | \$11.42                 | \$0.50                                 | \$8.40                               | \$6.91                           |
| Trainee 3 <sup>rd</sup> year    | \$15.44                 | \$0.50                                 | \$8.40                               | \$10.20                          |
| Trainee 4 <sup>th</sup> year    | \$16.89                 | \$0.50                                 | \$8.40                               | \$11.15                          |

\* NB: Productivity Allowance for Apprentices to be calculated in accordance with both Schedule A and Clause 15 of the Agreement



**SCHEDULE A**

Rates applying from the first full pay period on or after 1 October 2000\*

| Classification                  | All-Purpose hourly rate | Productivity Allowance per hour worked | Daily Average Excess Fares Allowance | Daily Average Excess Travel Time |
|---------------------------------|-------------------------|--|--------------------------------------|----------------------------------|
| Grade 1                         | \$15.88                 | \$1.60                                 | \$8.80                               | \$10.60                          |
| Grade 2                         | \$16.72                 | \$1.70                                 | \$8.80                               | \$11.20                          |
| Grade 3                         | \$17.54                 | \$1.80                                 | \$8.80                               | \$11.90                          |
| Grade 4                         | \$18.37                 | \$1.90                                 | \$8.80                               | \$12.60                          |
| Grade 5 unlicensed              | \$19.57                 | \$2.00                                 | \$8.80                               | \$13.20                          |
| Grade 5 cert of regn            | \$20.04                 | \$2.00                                 | \$8.80                               | \$13.20                          |
| Grade 5 qual super              | \$20.46                 | \$2.00                                 | \$8.80                               | \$13.20                          |
| Grade 5 unlic l/hand            | \$20.77                 | \$2.00                                 | \$8.80                               | \$13.20                          |
| Grade 5 lic l/hand              | \$21.67                 | \$2.00                                 | \$8.80                               | \$13.20                          |
| <b>APPRENTICES</b>              |                         |  |                                      |                                  |
| Indentured 1 <sup>st</sup> year | \$7.89                  | \$0.50                                 | \$8.80                               | \$5.33                           |
| Indentured 2 <sup>nd</sup> year | \$10.42                 | \$0.50                                 | \$8.80                               | \$7.02                           |
| Indentured 3 <sup>rd</sup> year | \$14.46                 | \$0.50                                 | \$8.80                               | \$9.79                           |
| Indentured 4 <sup>th</sup> year | \$16.51                 | \$0.50                                 | \$8.80                               | \$11.17                          |
| Trainee 1 <sup>st</sup> year    | \$8.88                  | \$0.50                                 | \$8.80                               | \$6.00                           |
| Trainee 2 <sup>nd</sup> year    | \$11.71                 | \$0.50                                 | \$8.80                               | \$7.26                           |
| Trainee 3 <sup>rd</sup> year    | \$15.83                 | \$0.50                                 | \$8.80                               | \$10.71                          |
| Trainee 4 <sup>th</sup> year    | \$17.32                 | \$0.50                                 | \$8.80                               | \$11.71                          |

\* NB: Productivity Allowance for Apprentices to be calculated in accordance with both Schedule A and Clause 15 of the Agreement

Rates applying from the first full pay period on or after 1 April, 2001\*

| Classification                  | All-Purpose hourly rate | Productivity Allowance per hour worked | Daily Average Excess Fares Allowance | Daily Average Excess Travel Time |
|---------------------------------|-------------------------|--|--------------------------------------|----------------------------------|
| Grade 1                         | \$16.28                 | \$1.60                                 | \$8.80                               | \$10.60                          |
| Grade 2                         | \$17.14                 | \$1.70                                 | \$8.80                               | \$11.20                          |
| Grade 3                         | \$17.98                 | \$1.80                                 | \$8.80                               | \$11.90                          |
| Grade 4                         | \$18.83                 | \$1.90                                 | \$8.80                               | \$12.60                          |
| Grade 5 unlicensed              | \$20.06                 | \$2.00                                 | \$8.80                               | \$13.20                          |
| Grade 5 cert of regn            | \$20.54                 | \$2.00                                 | \$8.80                               | \$13.20                          |
| Grade 5 qual super              | \$20.97                 | \$2.00                                 | \$8.80                               | \$13.20                          |
| Grade 5 unlic l/hand            | \$21.29                 | \$2.00                                 | \$8.80                               | \$13.20                          |
| Grade 5 lic l/hand              | \$22.21                 | \$2.00                                 | \$8.80                               | \$13.20                          |
| <b>APPRENTICES</b>              |                         |  |                                      |                                  |
| Indentured 1 <sup>st</sup> year | \$8.09                  | \$0.50                                 | \$8.80                               | \$5.33                           |
| Indentured 2 <sup>nd</sup> year | \$10.68                 | \$0.50                                 | \$8.80                               | \$7.02                           |
| Indentured 3 <sup>rd</sup> year | \$14.82                 | \$0.50                                 | \$8.80                               | \$9.79                           |
| Indentured 4 <sup>th</sup> year | \$16.92                 | \$0.50                                 | \$8.80                               | \$11.17                          |
| Trainee 1 <sup>st</sup> year    | \$9.11                  | \$0.50                                 | \$8.80                               | \$6.00                           |
| Trainee 2 <sup>nd</sup> year    | \$12.00                 | \$0.50                                 | \$8.80                               | \$7.26                           |
| Trainee 3 <sup>rd</sup> year    | \$16.23                 | \$0.50                                 | \$8.80                               | \$10.71                          |
| Trainee 4 <sup>th</sup> year    | \$17.75                 | \$0.50                                 | \$8.80                               | \$11.71                          |

\* NB: Productivity Allowance for Apprentices to be calculated in accordance with both Schedule A and Clause 15 of the Agreement

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| <b>SCHEDULE A</b>  |                                |   |   |   |
|--|--------------------------------|---|---|---|
| <b>Rates applying from the first full pay period on or after 1 October 2001*</b> |                                |   |   |   |
| <b>Classification</b>  | <b>All-Purpose hourly rate</b> | <b>Productivity Allowance per hour worked</b> | <b>Daily Average Excess Fares Allowance</b> | <b>Daily Average Excess Travel Time</b> |
| Grade 1  | \$16.69                        | \$1.60  | \$9.20                                      | \$11.10                                 |
| Grade 2  | \$17.57                        | \$1.70  | \$9.20                                      | \$11.80                                 |
| Grade 3  | \$18.43                        | \$1.80  | \$9.20                                      | \$12.50                                 |
| Grade 4  | \$19.30                        | \$1.90  | \$9.20                                      | \$13.20                                 |
| Grade 5 unlicensed   | \$20.56                        | \$2.00  | \$9.20                                      | \$13.80                                 |
| Grade 5 cert of regn   | \$21.06                        | \$2.00  | \$9.20                                      | \$13.80                                 |
| Grade 5 qual super   | \$21.50                        | \$2.00  | \$9.20                                      | \$13.80                                 |
| Grade 5 unlic l/hand   | \$21.82                        | \$2.00  | \$9.20                                      | \$13.80                                 |
| Grade 5 lic l/hand   | \$22.76                        | \$2.00  | \$9.20                                      | \$13.80                                 |
| <b>APPRENTICES</b>   |                                |   |   |   |
| Indentured 1 <sup>st</sup> year  | \$8.29                         | \$0.50  | \$9.20                                      | \$5.60                                  |
| Indentured 2 <sup>nd</sup> year  | \$10.95                        | \$0.50  | \$9.20                                      | \$7.37                                  |
| Indentured 3 <sup>rd</sup> year  | \$15.19                        | \$0.50  | \$9.20                                      | \$10.28                                 |
| Indentured 4 <sup>th</sup> year  | \$17.34                        | \$0.50  | \$9.20                                      | \$11.73                                 |
| Trainee 1 <sup>st</sup> year   | \$9.33                         | \$0.50  | \$9.20                                      | \$6.30                                  |
| Trainee 2 <sup>nd</sup> year   | \$12.30                        | \$0.50  | \$9.20                                      | \$7.62                                  |
| Trainee 3 <sup>rd</sup> year   | \$16.63                        | \$0.50  | \$9.20                                      | \$11.25                                 |
| Trainee 4 <sup>th</sup> year   | \$18.19                        | \$0.50  | \$9.20                                      | \$12.30                                 |

\* NB: Productivity Allowance for Apprentices to be calculated in accordance with both Schedule A and Clause 15 of the Agreement

| <b>Rates applying from the first full pay period on or after 1 April, 2002*</b> |                                |   |   |   |
|---|--------------------------------|---|---|---|
| <b>Classification</b>   | <b>All-Purpose hourly rate</b> | <b>Productivity Allowance per hour worked</b> | <b>Daily Average Excess Fares Allowance</b> | <b>Daily Average Excess Travel Time</b> |
| Grade 1   | \$17.11                        | \$1.60  | \$9.20                                      | \$11.10                                 |
| Grade 2   | \$18.01                        | \$1.70  | \$9.20                                      | \$11.80                                 |
| Grade 3   | \$18.89                        | \$1.80  | \$9.20                                      | \$12.50                                 |
| Grade 4   | \$19.78                        | \$1.90  | \$9.20                                      | \$13.20                                 |
| Grade 5 unlicensed  | \$21.07                        | \$2.00  | \$9.20                                      | \$13.80                                 |
| Grade 5 cert of regn  | \$21.58                        | \$2.00  | \$9.20                                      | \$13.80                                 |
| Grade 5 qual super  | \$22.03                        | \$2.00  | \$9.20                                      | \$13.80                                 |
| Grade 5 unlic l/hand  | \$22.37                        | \$2.00  | \$9.20                                      | \$13.80                                 |
| Grade 5 lic l/hand  | \$23.33                        | \$2.00  | \$9.20                                      | \$13.80                                 |
| <b>APPRENTICES</b>  |                                |   |   |   |
| Indentured 1 <sup>st</sup> year   | \$8.50                         | \$0.50  | \$9.20                                      | \$5.60                                  |
| Indentured 2 <sup>nd</sup> year   | \$11.23                        | \$0.50  | \$9.20                                      | \$7.37                                  |
| Indentured 3 <sup>rd</sup> year   | \$15.57                        | \$0.50  | \$9.20                                      | \$10.28                                 |
| Indentured 4 <sup>th</sup> year   | \$17.78                        | \$0.50  | \$9.20                                      | \$11.73                                 |
| Trainee 1 <sup>st</sup> year  | \$9.57                         | \$0.50  | \$9.20                                      | \$6.30                                  |
| Trainee 2 <sup>nd</sup> year  | \$12.61                        | \$0.50  | \$9.20                                      | \$7.62                                  |
| Trainee 3 <sup>rd</sup> year  | \$17.05                        | \$0.50  | \$9.20                                      | \$11.25                                 |
| Trainee 4 <sup>th</sup> year  | \$18.65                        | \$0.50  | \$9.20                                      | \$12.30                                 |

\* NB: Productivity Allowance for Apprentices to be calculated in accordance with both Schedule A and Clause 15 of the Agreement



## APPENDIX A

### COUNSELLING AND DISCIPLINARY POLICY

#### OBJECTIVE

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

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

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

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

#### DISCIPLINARY PROCEDURE

##### 1. Objective

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

##### 2. Procedure

The disciplinary procedure can be summarised as below-

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

##### 2.1 Stage One – Counselling

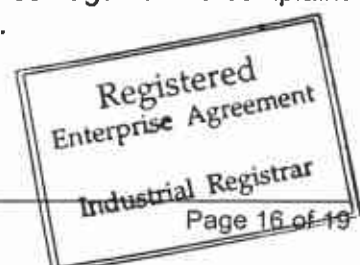
The purpose of the counselling stage is to advise the employee personally of the conduct that is of concern and to establish if there are any reasons for the behaviour and whether the Company can

assist the employee to avoid further instances of unacceptable behaviour.

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

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

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



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

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

## 2.2 Stage Two - Written Warning

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

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

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

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

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

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

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

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

## 2.3 Stage Three - Termination of Employment

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

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

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

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

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