

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/111

TITLE: **Power Serve Pty Ltd Enterprise Agreement 2004**

I.R.C. NO: IRC5/567

DATE APPROVED/COMMENCEMENT: 25 February 2005 / 25 February 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA99/185.

GAZETTAL REFERENCE: 13 May 2005

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Power Serve Proprietary Limited, located at 9, Kestrel Avenue, Thornton NSW 2322, engaged in the company's field operations (other than managerial staff), who fall within the coverage of the Electrical, Electronic and Communication Contracting Industry (State) Award.

PARTIES: Power Serve Pty Ltd -&- Martin Akauma, Anthony Anderson, Grant Atkins, Michael Brown, Joshua Burdon, Stephen Cherrett, Terry Dillon, Tommy Edwards, Glenn Elliott, Rowan Fetterplac, Paul Flanagan, Jonathan Fraser, Neil Gray, John Hafey, Joseph Ihaka, Michael Johns, Craig Lewis, Glenn Mansfield, Darrell Milne, Errol Munzenber, Desmond Murray, Craig Pursehous, John Rogan, Jason Sattler, Garry Saxton, Russell Smythe, David Stringer, George Trappel, Todd Wilkinson, Darrell Williams

POWER SERVE PTY LTD ENTERPRISE AGREEMENT 2004

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Schedule A - Pay Rates 2004/2006

1. Introduction

This Agreement has been jointly developed by Power Serve Pty Ltd and its employees 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 Power Serve Pty Ltd Enterprise Agreement 2004.

3. Definitions

For the purpose of this Agreement:

"Agreement" means this Enterprise Agreement.

"Company" means - Power Serve Pty Ltd.

ABN: 27 060 977 513

"Construction Work" has the same definition as contained in the Parent Award.

"Employee" means an employee of the Company performing work within the scope of this Agreement.

"Parent Award" means the Electrical, Electronic and Communications Contracting Industry (State) Award.

"Union" means the Electrical Trades Union of Australia, New South Wales Branch.

4. Objectives

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

To ensure customer satisfaction in the provision of services.

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

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

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

Establishing and developing better and more effective communication and consultation between the Power Serve Pty Ltd and employees.

4. Objectives Continued

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 Power Serve Pty Ltd and employees.

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

Improving job security and the working environment.

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

To implement a training skills enhancement program consistent with the provisions of the Parent Award and this Agreement for all employees.

To substantially reduce disputation and eliminate lost time due to disputation.

5. Parties Bound

This Agreement shall be binding upon:

- a) the Company; and
- b) the Company's employees, whether members of the Union or not, who are engaged in any of the occupations, industries or callings specified in the Parent Award.

6. Application of Agreement

This Agreement applies to the Company in respect to all of its employees who are engaged pursuant to the Parent Award and who are engaged upon work covered by the Parent Award within the State of New South Wales.

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

7. Date and Period of Operation

This Agreement shall come into operation from the date of certification and remain in force for two years from that date.

The parties to this Agreement shall continuously monitor the application of the Agreement via the consultative mechanism established in accordance with clause 12 of this Agreement.

8. No Extra Claims

Neither the Company nor the Employees will pursue any extra claims, either Award or over Award, against the other during the term of the Agreement. Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing any 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, Plant or Enterprise.

10. Conditions of Employment

- a. It is a condition of employment of each Employee by the Company that the Employee will:
 - 1) properly use and maintain all personal protective equipment, clothing, tools and equipment supplied by the Company; and
 - 2) provide and maintain an adequate kit of tools in accordance with the requirements of clause 30 of this Agreement and of the Parent Award; and
 - 3) use any technology and perform any duties which are within the limits of the employee's skill, competence and training; and
 - 4) commit 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
 - 5) be committed to the objectives set out in Clause 4 of this Agreement.

- b. All new employees (other than casual) will be engaged on the basis of a 3 month probationary period, which shall count as service. Power Serve Pty Ltd 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 parties agree that selection for termination of employment in redundancy situations will be determined on the basis of job requirements, employee skills, ability, diligence and performance, and the company's anticipated skill requirements. The principle of "last on, first off" will not apply. However, where employees are judged equal on the above criteria, length of service will be taken into account.
- d. The employees acknowledge that the company has the right to employ persons on a specified task and/or specified period basis.

11. Dispute Settlement Procedure

The parties agree that one of the fundamental objectives of the Agreement is to eliminate lost time in the event of a dispute and further agree that it is in the best interests of both parties to resolve disputes quickly. This can be achieved most effectively if the responsibility for resolution remains as close to the source as possible.

With these aims uppermost in mind, the parties agree to adhere strictly to the following dispute settlement procedure:

- a) The employee(s) or accredited employee representative wishing to raise any matter affecting the employee(s) will:
 - i. first raise the matter with the employee's immediate supervisor or foreperson.
 - ii. If agreement is not reached at this level, the employee(s) or their representative will then raise the matter with the Company Manager or his representative.
 - iii. If agreement is not reached at this level and the employee(s) wish to ask for the assistance of the Union, the employee(s) or employee representative will be provided with telephone access to speak to an official of the Union and request representation at a further conference between the Union and Company senior management to be held at a mutually acceptable date and time.
- b) If the dispute is not resolved within five working days through the negotiation process prescribed in (a), either party may refer the matter to a conference between the National Electrical Contractors Association and the State Secretary of the Union. If the matter is referred in this way a conference of the parties will be convened without delay. This step is not compulsory.
- c) If no agreement can be achieved through the above processes, either party may refer the matter to the Industrial Relations Commission of New South Wales for resolution by conciliation and/or arbitration.
- d) Whilst the above procedures are being followed, work shall continue normally.
- e) All recommendations, orders and/or directions of the Industrial Relations Commission of New South Wales will be strictly observed by all parties, subject to the normal appeal rights or other legal rights available to them.

12. Consultative Mechanism

The parties agree that the Agreement will operate most effectively in conjunction with effective consultative between the Company and the Employees. To this end, a Consultative Committee, comprising of the Company's 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 set out at Clause 4 of this Agreement.

13. Hours of Work

a) Ordinary Hours

The parties agree that the current arrangements for hours of work (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 desirability of proposed changes to hours of work will be assessed against their impact on: efficiency and productivity; quality of work; operational and project requirements; safety; and quality of life.

"Ordinary hours of work" for the purpose of this Agreement shall be an average of 38 hours per week which may be worked 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 will be paid for any shift work in accordance with subclause 21.6 of the Parent Award.

b) Shift Work

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

c) Starting Time

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

d) 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 having to be taken on industry RDO days.

By agreement between the Company and an employee, the employee may bank up to five (5) RDO's. Records of each employee's RDO status will be kept by the Company and made available to the employee upon request. Banked RDO's must be taken within 12 months of their being banked.

Any disputes arising from this clause shall be resolved through the dispute settlement procedure of this Agreement.

Where more than 1 banked RDO's are being taken on consecutive working days, application shall be made to the employee's supervisor giving a reasonable period of notice .

Employees will be paid all banked RDO's at ordinary time rates on termination.

14. Classifications & Wage Rates

- a. Classifications: The determination of classifications and gradings applying to positions held by Employees covered by this Agreement shall be carried out in accordance with the definitions and criteria set out at clause 2 of the Parent Award.

While this Agreement is in force there will be no claims for reclassification of Employees to levels above Grade 6 except where the claimant can demonstrate that (s)he complies fully and strictly with the criteria for the grade claimed as set out in subclause 2.5 of the Parent Award.

- b. Wage Rates: Wage rates for employees shall be as prescribed in Schedule A. The All-Purpose Hourly Rate is inclusive of the Minimum Wage Rate, Construction Work Allowance, Special Allowance (Construction) and Tool Allowance (where applicable) prescribed by the Parent Award. These wage rates are effective from the dates specified in Schedule A.
- c. Wage Increases: These wage increases shall be in lieu of any other increases granted by the Industrial Relations Commission of New South Wales during the term of this Agreement, except that if the Parent Award's all purpose hourly wages rate exceed the rates payable under this Agreement, employees shall be paid at the higher hourly rate.
- d. Apprentice Rates: The rates prescribed for Adult Apprentices in Schedule A will apply to all apprentices 21 years of age or more at the time of commencing apprenticeship with the Company, whether they are indentured or trainee apprentices. Apprentices who are less than 21 years of age at the time of commencing their apprenticeship with the company shall be paid the appropriate rate prescribed elsewhere in Schedule A.

Adult apprentices may be directed to carry out duties which are within the limits of any experience, training and qualifications they might already have apart from their training as an apprentice, provided that carrying out such duties does not interfere with their primary role, which is to undertake training in the trade to which they are apprenticed. Any dispute arising in regard to this subject shall be dealt with in accordance with the Dispute Settlement Procedures at clause 11 of this Agreement.

All other provisions of the Parent Award relating to apprentices will apply to both adult and other apprentices.

- e. Allowances: Claiming for any allowances will be the responsibility of the employee. All such claims must be approved by the supervisor in charge.
- f. Increases in Expense Allowances: With the exception of the Excess Fares allowance and Tool allowance, expense allowances will be paid in accordance with the Parent Award and varied as the Parent Award is varied.

15. Productivity & Site Allowances

- a. All employees will be paid a Productivity Allowance of \$20.00 per day for each day worked, provide that an employee commences work at the designated site, with all tools and necessary equipment, at the normal start time and finishes work on site at the usual finish time (or at a later time when overtime is being worked).

This allowance is paid to provide an incentive for increased efficiency of the organisation and in recognition of the contribution made by the employee to those increased efficiencies. In particular, the payment recognizes the increased efficiency and productivity achieved through employees commencing and finishing work on site rather than commencing and finishing work at the Company's depot.

- b. Site/Project Allowances applying to particular sites or projects will only be paid where:
 - 1) a site allowance is awarded by the Industrial Relations Commission; or

- 2) a site or project allowance is required by a site condition specified at the time of tender and the Company is contractually entitled to recover the full cost of the allowance. It is incumbent upon the Company to enquire of the Head Contractor or client at the time of 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
 - 3) after the contract is entered into, the Head Contractor makes an agreement under which a site or project allowance is payable to all workers engaged on the project and the Company is contractually entitled to recover the full cost of the allowance.
- c. Where employees are working on a site where a site or project allowance applies, the employees will be paid either the Company Productivity Allowance or the Site Allowance, whichever is the greater, but will not be paid both allowances.

16. No Disadvantage

No employee shall suffer a reduction in pay as a result of the making of this Agreement. In determining if an employee has suffered a pay reduction the only items taken into account will be: all-purpose wage rate, productivity allowance, excess fares and excess travel time payments. Site allowance, superannuation, redundancy and top-up/24 hour employee insurance contributions will not be taken into account for this purpose. Further, this assessment will be based on an ordinary 38-hour working week and overtime will not be taken into account.

17. Superannuation

- a. The Company will make superannuation contributions into either the NESS Superannuation Scheme or the C+Bus Superannuation Fund for each employee. Subject to any relevant law, it is agreed that these funds will be the only funds utilized for employees covered by this Agreement.

The contribution rate shall be as required by the Superannuation Guarantee Legislation (currently 9% of ordinary time earnings).

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

- b. **Salary Sacrifice:** At the time of each wage increase due under this EBA, employees are able to renegotiate their package and have part of their wage paid to their superannuation fund as a salary sacrifice, provided that the employee's gross weekly wage (excluding overtime and allowances) after deduction of the additional superannuation contributions will not be less than the weekly wage rate for the employee's classification under the Parent Award.

18. Redundancy

Redundancy will be paid strictly according to the provisions of the Parent Award, except that employees who have at least 12 months' service with the company will also be entitled to the Award redundancy benefits even if the termination is due to the ordinary and customary turnover of labour.

The Company will continue to make contributions to MERT on behalf of employees other than apprentices and trainees at the rate of \$30.00 per week.

19. Top-Up/24 Hour Income Accident Protection Insurance

Subject to the following conditions, the Company will effect a workers compensation top-up / 24-hour income protection insurance policy under the Wage Cover Scheme or other Union endorsed scheme for Employees covered by this Agreement.

The Company will only be required to effect such a policy:

- a) where it is a tender condition or a contractual requirement and the Company is entitled to recover the cost of providing the insurance; and

- b) only in respect of those employees engaged on such a project for the period during which they are engaged on the project.

20. Clothing

- a. Employees will be issued with clothing subject to the conditions set out in the Company's Clothing Issue Policy and in accordance with the EBA scale set out in the policy.
- b. As a minimum this policy will provide for the following:
 - 1) an initial issue on commencement of employment of 2 shirts, 2 pairs of trousers or overalls (or one of each), safety footwear, safety glasses and a sun hat;
 - 2) a second issue after successful completion of the probationary period of 4 items in any combination of shirts, trousers or overalls together with a winter jacket and wet weather gear (coat and trousers);
 - 3) all clothing, including safety footwear, shall be replaced on a fair wear and tear basis on return by the Employee of the previous issue;
 - 4) the company will reimburse the employee for the cost of prescription safety glasses in accordance with the Safety Glasses Policy, provided that the Employee will bear the cost of any non-standard frames or special lens treatments (eg tinting);
- c. Employees must take reasonable care of all clothing issued and present themselves in a clean and tidy manner at all times while wearing company clothing. Once an employee has been issued with company clothing (s)he must not wear any clothing displaying another company's name or logo while at work or at any time while representing the company.
- d. All company issued clothing (including footwear and safety glasses) must be returned on leaving employment, whether or not it is in a serviceable condition.

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 on the same site to continue productive work or to other sites if work is available. Employees will continue to be paid in accordance with this Agreement during such a temporary transfer.

22. Skill Development

The Company and the Employees acknowledge the introduction of new or improved technology in the electrical contracting industry and the need for employees to understand those changes and develop the necessary skills to keep the Company at the forefront of the industry.

The Parties to this Agreement recognize 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 required by the Company, taking into account the:
 - Company's current and future skill needs;
 - Company's size, structure and current and anticipated markets; and
 - need to develop vocational skills relevant to the Company and the electrical contracting industry.

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

23. Anti Discrimination

- a. It is the intention of the parties to seek to achieve the objects in section 3 of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, pregnancy, marital status, disability, homosexuality, transgender identity and age.
- b. It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all necessary steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effect.
- c. Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint or unlawful discrimination or harassment.
- d. Nothing in this clause is to be taken to affect:-
 - 1) any conduct or act which is specifically exempted from anti-discrimination legislation.
 - 2) offering or providing junior rates of pay to persons under 21 years of age.
 - 3) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977*.
 - 4) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- e. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

24. 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 the same site; or

obtain materials and services for employees working under cover where they can do so with only minimal exposure to inclement weather;

perform emergency and safety work or unscheduled breakdown repair work which.

Should only a part of the site or project be affected by wet weather, all employees not so affected shall continue working as usual, regardless of the fact that some employees may be entitled to cease work due to wet weather.

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.

25. Payment of Wages

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

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

26. Fares and Travelling Allowances

Where an employee has an entitlement to "average excess fares" pursuant to subclause 4.4.3 of the Parent Award, the payment will be prescribed as by Schedule A.

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 prescribed as by Schedule A.

Both the allowances prescribed at Schedule A are fixed for the life of the Agreement.

All travel time to distant sites will be payable at Ordinary Rates except for drivers of specialised Plant who will be paid at normal Overtime Rates unless otherwise agreed under Clause 29 of this Agreement.

27. Sydney Allowance

Employees whose assigned base is the Company's Sydney Service Centre will be paid an allowance of \$21 per day for each day worked, on Rostered Days Off and Public Holidays. The allowance is not payable during periods of leave (except in respect of any Public Holiday(s) occurring within the period of leave). This allowance is paid in recognition of the disabilities associated with working in the Sydney area.

This allowance is paid in addition to and does not substitute for the Living Away on Distant Work allowances prescribed under clause 7 of the Parent Award (and as modified by this Agreement). Employees who are entitled to payment of Sydney Allowance and who are directed to work at a site which would entitle them to payment of Living Away Allowance will continue to receive Sydney Allowance while on Distant Work, subject to the provisions of the first paragraph of this clause.

28. ETU Picnic Day

The provisions of subclause 20.2 of the Parent Award will apply.

29. Distant/Away Work

- a. The provisions of clause 7 of the Parent Award will apply to Distant Work as defined in the Award except for the following:
 1. The following allowances will be substituted for the allowance prescribed under subclause 7.1.1 of the Award:
 - i) where the Company arranges and pays for accommodation- an Employee will be paid an allowance of \$70.00 per day will apply for each day that the Employee is required to live away from home; and
 - ii) where an Employee is required to arrange and/or pay for his/her accommodation, an Employee will be paid an additional \$35.00 per day.
 2. If an Employee incurs costs in excess of the allowances paid in accordance with subclause a in respect of any period of Distant Work, (s)he shall be reimbursed for any additional costs reasonably and necessarily incurred, provided that the Company may require the Employee to justify and provide evidence of the expenditure claimed.

3. If an Employee volunteers to be transferred to a distant site, (s)he shall not be entitled to the living away or travel allowances otherwise payable under clauses 7 and 4 respectively of the Parent Award.
 4. Where the Company specifically requests an Employee to transfer to a distant site, the Employee shall be entitled to living away allowances in accordance with the Parent Award and this Agreement. The selection of Employees for Distant Work shall be solely at the discretion of the Company.
- b. The Company will give Employees at least 48 hours notice of any requirement for Distant Work as far as is reasonably practicable. However, where an Employee is given less than 24 hours notice of any such requirement, the Employee will be entitled to 2 hours paid absence from work during ordinary hours in which to make any necessary personal arrangements, such absence to be approved in advance by the Employee's supervisor or Operations Manager.
 - c. All arrangements regarding Distant Work shall be formalised in writing and witnessed by another Employee. Where time does not allow the preparation of a written request it will be the responsibility of the Operations Manager to approve and record any arrangements.
 - d. Site or Project Allowances in accordance with clause 15 of this Agreement (if applicable) will be paid on Distant/Away work from the time when the Employee starts on the job site.

30. Tools

The parties agree that a necessary precondition for a productive and efficient workforce is to ensure that an employee has an adequate kit of tools and maintains it in good condition.

It is agreed that the rates prescribed at Schedule A of this Agreement include a component for the tool allowance prescribed under the Parent Award (where applicable).

Over and above the award prescription the Company will pay an additional tool allowance of \$10 per week for Tradesmen and Apprentices, and \$7 per week for Trade Assistants and any other employee approved by the Operations Manager, provided that the employee makes available a list of tools that will be provided. Initially this list will be agreed to between the employee and Operations Manager.

The Company will have the right to inspect an Employee's tools to ensure compliance with the list. Where the tools supplied do not comply with the agreed list, payment of the additional Tool Allowance will cease until such time as the Operations Manager is satisfied that the Employee has brought his/her toolkit to the required standard.

31. First Aid Allowance

Any employee who, with the Company's approval, obtains and keeps current an appropriate First Aid Certificate will be entitled to the daily First Aid Allowance prescribed by subclause 28.3 of the Parent Award whether or not (s)he has been appointed by the Company to perform First-Aid duty. This allowance will not be paid during any period of leave, or for public holidays and training days.

32. Compensation for Loss of Tools

The company will replace all employee tools stolen, destroyed by fire or vandalism whilst in a secured building, workshop, gang box or lock up. The company will not replace the tools if the loss is incurred when the storage facility is not locked. The amount of any compensation will be determined on the reasonable replacement value of the tools included on the list supplied by the employee under clause 30 of this Agreement.

It is the responsibility of the employees to ensure that tools are locked away in the company provided facility at the end of each work day.

33. Supplementary Labour

The parties agree that when necessary to meet short term peak work requirements additional labour resources will be sourced from agreed bona fide Labour Hire Companies who meet as a minimum the wages and benefits of this agreement.

34. Subcontractors

The Company has a general commitment to employing its own labour. However it reserves the right to engage specialist subcontractors to carry out certain works on Company projects if this is not done to avoid the terms of this agreement.

35. Group Training Companies

When hiring apprentices or trainees from a Group Training Company the Company will advise the Group Training Company in writing before hiring that:

it has an enterprise agreement; and

the apprentices and trainees hired by the Company shall be paid at least the rates and conditions of the Agreement; and

the Company will notify the Group Training Company if an apprentice or trainee is working on a site where a site or project allowance is payable and the amount of the allowance.

36. Union Membership

The company recognizes that, under the *Industrial Relations Act 1996* (NSW), the Union is entitled to represent the employees covered by the Parent Award and this agreement. The Company further recognises that whether or not to join a union is a choice to be made by the individual employee. No employee will be either advantaged or disadvantaged in his/her employment because of his/her choice to join or not to join a union.

37. Union Dues

Clause 35 of the Parent Award shall apply.

38. Occupational Health and Safety

Employees give their consent to a medical assessment to ensure their ongoing health, on a regular basis for hazards associated with the workplace.

Any new program of medical assessments shall be discussed and agreed upon at the OH & S Committee prior to implementation.

39. Quality Assurance

The parties endorse 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 systems by which to continuously improve its procedures and processes. It further requires that the employees comply fully with these procedures, document their compliance, and participate actively 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 Company's and the customer's specific requirements; and

where necessary, undertake training associated with Company procedures and processes; and

participate actively in the improvement process.

40. on-Call Allowance

Employees will be entitled to a payment of \$20.00 per day for each day on which they are on-call to coordinate attendance by field staff to emergency call-outs as part of the Emergency Call-out management roster and themselves attend call-outs where necessary.

The provisions of subclause 19.3 of the Parent Award will continue to apply where such employees are required to attend call-outs.

41. Transfer Between Service Centres

- a. If, as a result of changes in the patterns of the Company's work, it becomes necessary for the Company to vary the number of employees attached to any of its existing Service Centres or to establish Service Centres at new locations, the following principles will apply:
- 1) where numbers at an existing Service Centre need to be reduced, Employees currently assigned to that Centre will be given preference for selection to any positions available at other Centres for which they have the relevant skills and qualifications;
 - 2) where the Company is establishing a new Service Centre and staff numbers at existing Centres will not change, existing Employees will be given advance notice of any positions available and may apply for transfer to the new Centre, provided that the Company reserves the right to refuse transfer where it determines that the Employee's services are required at their current Centre.
 - 3) employees who are transferred from one Service Centre to another will be paid the allowances and rates that apply at the new Service Centre.
 - 4) where an Employee's services are no longer required at his/her current Service Centre and (s)he has reasonable cause to refuse to relocate to an equivalent position available at another Service Centre, the Company may determine that redundancy would be more appropriate.
 - 5) Subject to clause 26 of this Agreement, a transferred Employee who chooses not to live within the vicinity of his/her new Service Centre shall be entitled only to receive the minimum entitlements under clause 26 of this Agreement and not to any additional entitlements that might otherwise have been payable under clause 4.2 or 4.4 of the Parent Award.
- b. Where the Company give less than the 14 days' notice of change of an Employee's assigned Service Centre required under clause 4.1.1 of the Parent Award and the Employee cannot reasonably return home each night, the Company will pay Distant Work Allowance for the period between the date when the Employee is required to start work at the new Service Centre and the date 14 days after the Employee was given notice of the change of Service Centre.

42. Renewal of Agreement

Discussions will take place no later than 12 weeks prior to the expiry of this Agreement to renegotiate a replacement agreement.

43. Copy of Agreement

All current Employees will be given a copy of this enterprise Agreement. All new Employees will be given a copy on commencing employment.

Signed by the Parties

For the Company

Signature of Witness:

Signed: _____
General Manager

(Name in Block Letters)

(Name in Block Letters)

Date: _____ 2004

For the Employees by their nominated Representatives

Signature: _____
Darrell Milne

Witness: _____

(Name in Block Letters)

Classification: _____

Date: _____ 2004

Signature: _____
David Stringer

Witness: _____

(Name in Block Letters)

Classification: _____

Date: _____ 2004

Signature: _____
Robert Crawford

Witness: _____

(Name in Block Letters)

Classification: _____

Date: _____ 2004

Signature: _____
Matthew Corcoran

Witness: _____

(Name in Block Letters)

Classification: _____

Date: _____ 2004

SCHEDULE A

Rates applying from the first pay period on or after 21st November 2004

Classification	All Purpose Hourly Rate	Daily Average Excess Fares Allowance	Daily Average Excess Travel Time		
Grade 1	18.1119	9.2000	13.8000		
Grade 2	18.9777	9.2000	13.8000		
Grade 3	19.8219	9.2000	13.8000		
Grade 4	20.6877	9.2000	13.8000		
Grade 5 unlicensed	21.9324	9.2000	13.8000		
Grade 5 cert of regn	22.4410	9.2000	13.8000		
Grade 5 qual super	22.8631	9.2000	13.8000		
Grade 6 qual super	23.7397	9.2000	13.8000		
Grade 7 qual super	25.4497	9.2000	13.8000		
Grade 8 qual super	27.1597	9.2000	13.8000		
Grade 9 qual super	28.0255	9.2000	13.8000		
Grade 10 qual super	30.6014	9.2000	13.8000		
Apprentices				Adult Loading	Adult Rate
Indentured 1st Year	10.0706	9.2000		50%	15.1059
Indentured 2nd Year	12.9062	9.2000	7.3700	30%	16.7780
Indentured 3rd Year	17.4409	9.2000	10.2800	10%	19.1850
Indentured 4th Year	19.7245	9.2000		0%	19.7245
Trainee 1st Year	11.1752	9.2000	6.3000	40%	15.6453
Trainee 2nd Year	14.3143	9.2000	7.6200	20%	17.1771
Trainee 3rd Year	18.9565	9.2000		5%	19.9043
Trainee 4th Year	20.6017	9.2000		0%	20.6017

Rates applying from the first pay period on or after 1st April 2005

Classification	All Purpose Hourly Rate	Daily Average Excess Fares Allowance	Daily Average Excess Travel Time		
Grade 1	18.3836	9.2000	13.8000		
Grade 2	19.2624	9.2000	13.8000		
Grade 3	20.1192	9.2000	13.8000		
Grade 4	20.9980	9.2000	13.8000		
Grade 5 unlicensed	22.2614	9.2000	13.8000		
Grade 5 cert of regn	22.7776	9.2000	13.8000		
Grade 5 qual super	23.2060	9.2000	13.8000		
Grade 6 qual super	24.0958	9.2000	13.8000		
Grade 7 qual super	25.8314	9.2000	13.8000		
Grade 8 qual super	27.5671	9.2000	13.8000		
Grade 9 qual super	28.4459	9.2000	13.8000		
Grade 10 qual super	31.0604	9.2000	13.8000		
Apprentices				Adult Loading	Adult Rate
Indentured 1st Year	10.2216	9.2000	5.6000	50%	15.3325
Indentured 2nd Year	13.0998	9.2000	7.3700	30%	17.0297
Indentured 3rd Year	17.7025	9.2000	10.2800	10%	19.4728
Indentured 4th Year	20.0204	9.2000	11.7300	0%	20.0204
Trainee 1st Year	11.3428	9.2000	6.3000	40%	15.8799
Trainee 2nd Year	14.5290	9.2000	7.6200	20%	17.4348
Trainee 3rd Year	19.2408	9.2000	11.2500	5%	20.2029
Trainee 4th Year	20.9108	9.2000	12.3000	0%	20.9108

Rates applying from the first pay period on or after 1st October 2005

Classification	All Purpose Hourly Rate	Daily Average Excess Fares Allowance	Daily Average Excess Travel Time		
Grade 1	18.5674	9.2000	13.8000		
Grade 2	19.4550	9.2000	13.8000		
Grade 3	20.3204	9.2000	13.8000		
Grade 4	21.2080	9.2000	13.8000		
Grade 5 unlicensed	22.4840	9.2000	13.8000		
Grade 5 cert of regn	23.0054	9.2000	13.8000		
Grade 5 qual super	23.4381	9.2000	13.8000		
Grade 6 qual super	24.3368	9.2000	13.8000		
Grade 7 qual super	26.0897	9.2000	13.8000		
Grade 8 qual super	27.8428	9.2000	13.8000		
Grade 9 qual super	28.7304	9.2000	13.8000		
Grade 10 qual super	31.3710	9.2000	13.8000		
Apprentices				Adult Loading	Adult Rate
Indentured 1st Year	10.2216	9.2000	5.6000	50%	15.4858
Indentured 2nd Year	13.0998	9.2000	7.3700	30%	17.2000
Indentured 3rd Year	17.7025	9.2000	10.2800	10%	19.6675
Indentured 4th Year	20.0204	9.2000	11.7300	0%	20.2206
Trainee 1st Year	11.3428	9.2000	6.3000	40%	16.0387
Trainee 2nd Year	14.5290	9.2000	7.6200	20%	17.6091
Trainee 3rd Year	19.2408	9.2000	11.2500	5%	20.4049
Trainee 4th Year	20.9108	9.2000	12.3000	0%	21.1199

Rates applying from the first pay period on or after 1st April 2006

Classification	All Purpose Hourly Rate	Daily Average Excess Fares Allowance	Daily Average Excess Travel Time		
Grade 1	18.7531	9.2000	13.8000		
Grade 2	19.6495	9.2000	13.8000		
Grade 3	20.5236	9.2000	13.8000		
Grade 4	21.4200	9.2000	13.8000		
Grade 5 unlicensed	22.7088	9.2000	13.8000		
Grade 5 cert of regn	23.2355	9.2000	13.8000		
Grade 5 qual super	23.6725	9.2000	13.8000		
Grade 6 qual super	24.5801	9.2000	13.8000		
Grade 7 qual super	26.3506	9.2000	13.8000		
Grade 8 qual super	28.1212	9.2000	13.8000		
Grade 9 qual super	29.0177	9.2000	13.8000		
Grade 10 qual super	31.6848	9.2000	13.8000		
Apprentices				Adult Loading	Adult Rate
Indentured 1st Year	10.4271	9.2000	5.6000	50%	15.6406
Indentured 2nd Year	13.3631	9.2000	7.3700	30%	17.3720
Indentured 3rd Year	18.0583	9.2000	10.2800	10%	19.8642
Indentured 4th Year	20.4228	9.2000	11.7300	0%	20.4228
Trainee 1st Year	11.5708	9.2000	6.3000	40%	16.1991
Trainee 2nd Year	14.8210	9.2000	7.6200	20%	17.7852
Trainee 3rd Year	19.6276	9.2000	11.2500	5%	20.6089
Trainee 4th Year	21.3311	9.2000	12.3000	0%	21.3311

Rates applying from the first pay period on or after 1st October 2006

Classification	All Purpose Hourly Rate	Daily Average Excess Fares Allowance	Daily Average Excess Travel Time		
Grade 1	18.9406	9.2000	13.8000		
Grade 2	19.8460	9.2000	13.8000		
Grade 3	20.7288	9.2000	13.8000		
Grade 4	21.6342	9.2000	13.8000		
Grade 5 unlicensed	22.9359	9.2000	13.8000		
Grade 5 cert of regn	23.4678	9.2000	13.8000		
Grade 5 qual super	23.9092	9.2000	13.8000		
Grade 6 qual super	24.8259	9.2000	13.8000		
Grade 7 qual super	26.6141	9.2000	13.8000		
Grade 8 qual super	28.4025	9.2000	13.8000		
Grade 9 qual super	29.3079	9.2000	13.8000		
Grade 10 qual super	32.0016	9.2000	13.8000		
Apprentices				Adult Loading	Adult Rate
Indentured 1st Year	10.5314	9.2000	5.6000	50%	15.7970
Indentured 2nd Year	13.4967	9.2000	7.3700	30%	17.5457
Indentured 3rd Year	18.2389	9.2000	10.2800	10%	20.0628
Indentured 4th Year	20.6270	9.2000	11.7300	0%	20.6270
Trainee 1st Year	11.6865	9.2000	6.3000	40%	16.3611
Trainee 2nd Year	14.9692	9.2000	7.6200	20%	17.9631
Trainee 3rd Year	19.8238	9.2000	11.2500	5%	20.8150
Trainee 4th Year	21.5444	9.2000	12.3000	0%	21.5444