

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/86

TITLE: Downer RML Pty Ltd Construction Enterprise Agreement 2002-2005

I.R.C. NO: IRC3/1814

DATE APPROVED/COMMENCEMENT: 22 December 2003

TERM: 34 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 21 May 2004

DATE TERMINATED:

NUMBER OF PAGES: 24

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Applies to all employees of Downer RML Pty Ltd who fall within the coverage of

Sydney Commercial Division



This EBA booklet consists of two parts:

The main body of the Agreement defines the partnership which Downer RML management and its employees have developed in order to successfully forge the Sydney Commercial Division of Downer RML forward.

It outlines the main principles to which management and the Employees of Downer RML have worked through via their Consultative Committee and the Employee feedback survey conducted, culminating in the outcomes detailed in the Downer RML Business Plan.

The second part of the Agreement sets out the specific terms and conditions of employment which will apply to all major construction Employees of Downer RML's Sydney Commercial Division.

We hope that this document will be a useful source of information for you about the employment relationship that is being encouraged between all Employees and management of Downer RML. The success of this Enterprise Agreement and our ability to achieve the commitments it outlines, is the responsibility of us all.

Downer RML Consultative Committee – March 2003

Andrew Blachura, Rita Valvasori, Con Georgopolous, Michael Reed, Keith Hughes, Peter Saunders, Ian Buick, David Kirk, Russell Houlahan.

The Challenge of Building Downer RML

The construction environment in which the Sydney Commercial Division of Downer RML is operating is subject to high levels of competition, fluctuations in the local market investments in projects and changes in Government policies that all threaten steady business growth.

These are just some of the factors that make electrical contracting in the building construction industry all the more challenging.

As a publicly listed organisation, we have an obligation to constantly provide an acceptable level of return to our shareholders. To be able to achieve this, we must be able to deliver our projects to our customers on time and within our budgets. Our level of service and quality of work must be the best in our industry.

We must regularly assess our performance by testing the relevance of our activities and their benefit to others.

As a means of achieving this, the management team of Downer RML's Sydney Commercial Division undertook a comprehensive Employee feedback survey to gauge such performance levels and used this information in conjunction with its Consultative Committee to develop strategies that would map the way forward.

The challenges that were recognised as being vital to the division were;

Our Customers – where we recognise that the future job security of our people is dependent on our ability to work with our customers in such a manner that we become their 'Contractor of Choice'. The level of repeat business is the indicator of our success.

Our People – where we recognise that the quality of our work is reliant upon appropriately skilled and trained tradespeople. The adoption of an 'Internal First' policy of promotion was acknowledged as a key ingredient to our success.

Innovation – where we must gain that competitive advantage by recognizing the experience of the total group and the importance of transferring information throughout the division.

Our Behaviour – is the critical element that will drive the success of our division. Understanding our core values as to what we will actively promote and encourage and conversely what we as a group will not tolerate.

This process culminated in the development of Downer RML's business plan aptly named "Results Made to Last". This business plan expands on the elements raised above and outlines the commitments and goals of every employee in the division to achieve success.

This business plan forms the fundamental element behind this Enterprise Agreement and forms an integral part of the employment process within Downer RML.

By working together to achieve the targets set in this Agreement, we will create a foundation from which we can look towards continued growth for all Employees by the fostering of a company culture that provides us with a competitive edge in our industry.

1. Our Customers

1.1 Defining our Customer Relationships

Downer RML has a diverse range of external customers and internal customers. We agree that there is a need for clearer, more consistent understanding of our relationships with our various customers.

Within the term of this Agreement, we will develop a consistent approach to defining who our customers are, our relationship with them and obligations to them.

1.2 Understanding our Customers' Needs

During the term of this Agreement we will develop and implement strategies to ensure that we become an informed organisation in which all staff are aware of the perceptions, composition and varying needs of our customers. We will identify and use the best methods available for:

exploring our customer base;

establishing ourselves in the market place; and

identifying new customers.

We will actively seek customers' opinions, communicate them internally, incorporate them into internal decisions and use them to continually refine our processes.

1.3 Improving Customer Satisfaction

We aim to engage, inform, educate and entertain our customers to improve their understanding of our business. The ways in which we will do this will ensure that our customers will be thoroughly satisfied with the quality of the services we provide.

The central aim on all our projects is to develop a culture of "Zero Defects".

We will implement systems to constantly monitor and improve the quality of our customers' experiences.

2. Our People

2.1 Selecting the Right People

We are committed to the continual improvement of our processes and work methods. From our employee feedback survey, we recognise the critical element of employing the right people.

We have implemented a recruitment policy "Internal First" for all vacancies.

We aim to improve our employees' skills and knowledge through the development and implementation of in-house training programs. These programs will be based around the DRML job descriptions associated with each position in the division and will emphasise each individual's responsibility for

pursuing continuous improvement and the importance of communication skills, management/leadership skills, teamwork and a customer orientation.

2.2 Clarifying Employment (tenure)

DRML recognises that the building construction industry is continually subject to fluctuations that cause downturns in our workforce. Under the term of this Agreement the management team in conjunction with the Consultative Committee will continue to develop improved and transparent redundancy policies in the event that such downturns occur.

Part of this process will be management making themselves more visible and accessible to all employees through face-to-face communication, business performance updates and the continuation of the DRML Quarterly Newsletter.

2.3 Managing Performance

We will conduct an extensive review of the existing systems of performance management to develop a set of policies that will:

- ensure all staff are clear as to the expectations of their performance;
- provide regular and effective two-way feedback on their performance;
- provide motivation and incentive to continually improve performance; and
- be fair and equitable.

2.5 Improving Internal Communication

We recognise that communication is a two-way process. Good communication is a combination of culture, process and purpose. We also acknowledge that people communicate in different ways.

We will develop a communication strategy, including a mechanism for continual improvement to:

- enhance the open and two-way nature of communication;
- increase the level of access to corporate information;
- enhance the level of participation in organisational problem solving; and
- improve the effectiveness of communications across all levels.

2.6 Promoting better Management and Leadership

We are committed to achieving excellence in the management of people. We believe that good people managers:

- look after people so people can look after the business;
- show confidence and trust;
- reinforce the customer driven values of Downer RML.
- respond positively and constructively to appraisal by staff;
- act quickly, decisively and in accordance with organisational culture and values;
- encourage interaction between sections and divisions;
- are highly visible, listen to all staff and learn from them;

own and foster a culture of innovation and sensible risk taking;

develop productive relationships with customers, stakeholders and suppliers.

Managers will be assessed against these principles and behaviours in a constructive and professional manner.

2.7 Providing a Safe Work Environment

We recognise that safety in the workplace is a shared responsibility. We are therefore committed to looking after our own safety and that of others by continually examining our working environment to identify and minimise risks.

DRML is committed to being a safe employer and will abide by all current legislation.

3. Innovation

3.1 Creating better Processes

During the life of this Agreement, we will examine and challenge all organisational processes to develop the most efficient, effective and economic options for delivering services.

We will continually encourage all employees to bring forward their ideas and experiences in an attempt to make ourselves an even more competitive company.

We will actively promote the exchange of ideas through the following methods;

Monthly Foremen's Meetings;

Toolbox Meetings;

Consultative Committee Meetings; and

Profit Improvement Syndicates

We will continually seek to minimise waste and maximise efficiency of human effort and operational practices, learning from our mistakes and pursuing continuous improvement through our philosophy of "working smarter, not harder".

4. Our Behaviours

4.1 Our Values and Culture

Our behaviours and our values is what establishes the culture of our business. A healthy culture is very difficult for competitors to copy, thus providing us with an opportunity to gain a competitive edge in our market.

To this end our Business Plan details the values and behaviours that we wish to promote and encourage in the business.

Conversely this plan also identifies values and behaviours that we will NOT tolerate in our business.

5. Measuring Organisational Performance

5.1 Measuring Performance

We will develop a process to establish, continually assess and review the key performance indicators (KPI's) of DRML. This will provide consistent and accurate measures of the growth, health and ongoing viability of our business at any given time.

5.2 Measures

The success of this Agreement will and ought to have a direct and measurable effect on the performance of DRML in achieving its business aims and in meeting the needs of its customers and employees.

The success of the organisation will be measured by the achievement of the following targets:

Developing the Business –

1. To achieve a 3% net return to shareholders after overheads and corporate charges.
2. To secure at least 25% of our turnover through strategic alliances and direct negotiation within 3 years.
3. To achieve as a minimum our tender strike rate targets of:
 - a. 25% by number of tenders submitted
 - b. 20% by value of tenders secured
4. To become a “top three” contractor (measured by revenue) within our market segment and geographical area (Currently placed ~6th).
5. Develop lasting relationships with our clients that will allow us to become their “contractor of choice” (ie: repeat business).
6. Move into more joint venture/consortiums with major construction companies in lieu of traditional open tendering practices.

RESULTS MADE TO LAST

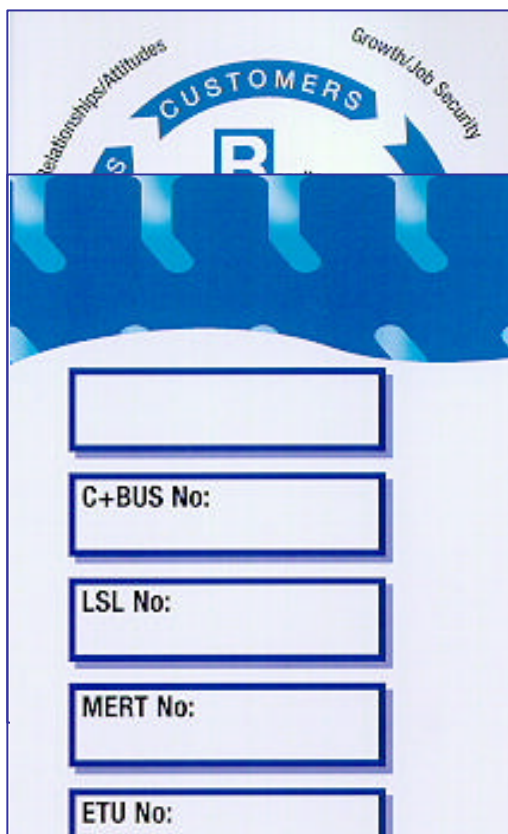


Table of Contents
Page No. Subject



1. Introduction
2. Title
3. Definitions
4. Objectives
5. Parties Bound
6. Application of Agreement
7. Date of Operation
8. No Extra Claims
9. Not to be used as a precedent
10. Conditions of Employment
11. Anti Discrimination
12. Dispute Settlement Procedure
13. Consultative mechanism
14. Hours of Work
15. Rostered Days Off
16. Wages
17. Productivity Allowance
18. No disadvantage
19. Superannuation
20. Redundancy
21. Top Up
22. Clothing
23. Transfer of Labour
24. Skills Development
25. Recognition and Respect of ETU Delegates
26. Wet Weather
27. Payment of Wages
28. Travelling time and Fares
29. ETU Picnic Day
30. Distant/ Away Work
31. Supplementary Labour
32. Subcontracting
33. Group Training Companies
34. Union Dues
35. Tools
36. Australian communications Authority (ACA) License /
Registration Allowance
37. Safety and Compliance
38. Temporary Wiring
39. Quality Assurance
40. Classifications
41. Renewal of Agreement
42. Leave Reserved
43. Signatories

1. Introduction

This Agreement has been jointly developed by 'Company', its Employees and the Electrical Trades Union of Australia, New South Wales Branch, with the purpose of developing and implementing workplace reform strategies so as to produce an environment aimed directly at improving the competitiveness of DRML 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 Downer RML Pty Ltd Sydney Construction Enterprise Agreement 2002-2005.

3. Definitions

For the Purpose of this Agreement:

"Agreement" means this Enterprise Agreement.

"DRML" means - Downer RML Pty Ltd – Sydney Construction Division
(ABN No. 53 000 983 700)

"Construction Work" as per the Parent Award. The parties agree that that this definition shall include all sites that are supervised by a Builder/Principal Contractor.

"County of Cumberland" as per the defined boundaries within the industry.

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

"Parent Award " means the Electrical Electronic and Communication 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 DRML and its workforce.

Creating a co-operative, safe and productive environment on DRML'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 DRML and Employees.

To foster a commitment to DRML'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

Employees are aware that the parties to this Agreement acknowledge that to ensure the competitiveness, productivity and efficiency of the workforce a mechanism must exist to regularly monitor Employee's

performance. This assessment may take place regardless of DRML's workload. Outcomes of the assessment are to be made available to the Employee and Employees have the right to appeal the assessment at the time of the assessment. This system is to be transparent.

5. Parties Bound

This Agreement shall be binding upon:

- i) DRML, and
- ii) All Employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award, and Electrical Trades Union of Australia, New South Wales Branch

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

6. Application of Agreement

If DRML has secured work outside of the County of Cumberland, an Employee whom normally works within the County of Cumberland:

- i) Will be paid at the rates outlined in this agreement if specifically requested by DRML to work on that site.
- ii) May be offered work at that location at the rates that apply for that area and if applicable, taking into account Clause 30, Distant Work.
- iii) May determine that redundancy would be more appropriate.

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

7. Date of Operation

This Agreement shall come into operation from the 10 December 2002 and remain in force until 30 September 2005.

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 DRML in relation to the above, 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

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

- i) properly use and maintain all appropriate protective clothing and tools and equipment supplied by DRML for specified circumstances; and
- ii) use any technology and perform any duties which are within the limits of the Employee's skill, competence and training; and
- iii) 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 DRML, 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
- iv) maintain commitment to, and comply with DRML's directions (consistent with the objectives of the Agreement) with respect to, safety, quality, site cleanliness and waste management; and
- v) provide and maintain an adequate kit of tools in accordance with Parent Award requirements; and
- vi) be committed to the objectives in Clause 4 of this Agreement

All new Employees (other than casuals) will be engaged on the basis of a 3-month probationary period, which shall count as service. DRML 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.

DRML's right to employ persons on a specified task and/or specified period basis is acknowledged.

11. Anti Discrimination

- i) It is the intention of the parties to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age or responsibilities as a carer.
- ii) 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.
- iii) 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.

Nothing in this clause is to be taken to affect:-

- i) any conduct or act which is specifically exempted from anti-discrimination legislation
- ii) offering or providing junior rates of pay to persons under 21 years of age
- iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977*
- iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction

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.

12. 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:

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 DRML 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.
- iv) 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 within five working days, at which level a conference of the parties shall be convened without delay.
- v) In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of the New South Wales for resolution by conciliation and/or arbitration.
- vi) Whilst the above procedure is being affected, work shall continue normally.
- vii) All recommendations, orders and/or directions of the Industrial Relations Commission of New South Wales shall be strictly observed by all parties subject to the industrial rights of the parties.

13. Consultative Mechanism

The parties agree that a precondition for the effective operation of the Agreement is the establishment of consultative mechanisms with DRML. To this end, a Consultative Committee, comprising of DRML appointed representatives and Employee elected representatives should be established and maintained. Officers of the Union shall have a standing invitation to attend any such meeting. 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.

14. 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 the Agreement following consultation and agreement between DRML 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 in hours of work will include the impact on efficiency, operational and project requirements, productivity and quality of life.

The parameters for ordinary hours for the purpose of this Agreement shall be an average of 38 hours (36 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.

An Employees 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 in accordance with Clause 21.6 of the Parent Award.

15. Rostered Days Off

The parties agree that the taking of the RDO's may be altered in order to improve productivity by exercising a more flexible arrangement in respect of the spreading of Employees taking an RDO being distributed during the 20 day work cycle. This will enable the project to work productively on those days scheduled as industry RDO's.

However, it is recognised that there is merit in programming no work on RDO's adjacent to public holiday weekends during the working year. This will allow the management and Employees of DRML to have quality paid leisure time. As at 1 April 2004, work is prohibited on the weekends and agreed RDO's adjacent to Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day. Employees may use new RDO accruals for payment of the applicable Saturdays paid at single time.

The ordinary working hours shall be worked in a 20 day cycle, Monday to Friday inclusive, with 8 hours worked for each of 19 days with 0.4 (0.8 after 1 April 2004) of an hour on each of those days accruing for a paid RDO. This shall be taken as a paid day off. The 0.4 of an hour (0.8 after 1 April 2004) accrual also applies on paid leave. A RDO shall be taken as provided below:

Agreement shall be reached by DRML and Employees as to which day shall be taken as a RDO when such an entitlement is due. It is agreed a company roster system may apply. However all Employees with an RDO entitlement may use accruals for the Saturday and industry agreed RDO's of the public holiday weekends stipulated in the Hours of Work clause above.

RDO's may be banked at a maximum of 5 days in any 12-month period. These RDO's may be taken as a group of consecutive days or any other combination as may be suitable.

RDO's will not be paid out by DRML.

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

Where more than 1 accrued RDO is to be taken on consecutive working days, application for such time shall be sought giving a reasonable period of notice.

A new Employee will be eligible for an RDO after achieving 7.6 (7.2 after 1 April 2004) hours RDO accrual.

Where there is an agreed emergency or a special client need and subject to the agreement of applicable Employees and the written agreement of the Secretary of the Union, limited work may be carried out on the no-work weekends and adjacent fixed RDO's unless impracticable. DRML will give the Union 48 hours notice of any such need for work so as to ensure appropriate consultation.

16. Wages

Wage rates for Employees shall be as prescribed in Schedule A. These wage rates are effective from the dates specified in Schedule A.

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 should the Parent Award's all purpose hourly wages rates exceed the rates under this Award, Employees shall be paid at the higher hourly rate.

The parties agree that apprenticeships and Traineeships are now competency based and therefore require individual assessment on an ongoing basis. Progression through the apprenticeship must meet the necessary academic and workplace competency standards as determined by the Union, DRML and the relevant authority.

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.

17. Productivity Allowance

A productivity allowance per hour worked will be paid to Employees engaged upon construction work from the date of 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.

Site/Project Allowances will be paid in addition to the productivity allowance where such an addition is either:-

- i) where such an allowance is awarded by the Industrial Relations Commission; or
- ii) where such an allowance is required by a site condition specified at the time of tender. It is incumbent upon DRML to enquire of the Head Contractor/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
- iii) if the Contract between the Employer and the Head Contractor/Client does not contain provision for a site allowance, and after the contract is made the Head Contractor makes an agreement under which a site allowance is payable, then the Head Contractor should then agree in writing to reimburse the employer the full cost of the said allowance.

18. No Disadvantage

No Employee shall suffer a reduction in pay as a result of the making of this Agreement. The components used to determine if any financial disadvantage has occurred are wage rates, productivity allowance and excess fares and travel time only. Site allowance, superannuation, redundancy and top-up/24 hour employee insurance contributions will not form part of an employee's income. Further, this assessment will be based on an ordinary 36-hour working week and no overtime shall be taken into account.

19. Superannuation

DRML will pay superannuation contributions into either the NESS Superannuation Scheme, EISS or the C+BUS Superannuation Fund for each Employee. It is hereby agreed that either of these superannuation funds will be the sole fund utilised under this Agreement. The contribution rate shall be as required by the Superannuation Guarantee Legislation.

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

20. Redundancy

Redundancy will be paid strictly according to the provisions of the Electrical Electronic and Communications Contracting Industry with the exception that this Agreement shall apply notwithstanding that employment is terminated by DRML due to the ordinary and customary turnover of labour.

The parties to this agreement commit to discussions with the Union to set industry guidelines in place to avoid disputation and confusion with selection criteria in the future.

Upon commencement of this Agreement, DRML will make contributions to MERT on behalf of Employees (excluding apprentices) engaged upon construction work at the following rates:

From 10 December 2002 a rate of \$65.00 per week worked

From 1 October 2003 a rate of \$70.00 per week worked

From 1 October 2004 a rate of \$75.00 per week worked

21. Top Up

It is a term of the Agreement DRML will pay Top-up/24 Hour Employee Insurance (to a maximum of \$12.00, unless otherwise agreed) under the Electric Top Up fund (or other agreed fund) from the date of agreement. Within one month of agreement, DRML will provide documentary evidence to the Union that DRML has taken out a policy with the relevant scheme.

22. Clothing

Employees after 152 hours employment with DRML will be supplied with:

- i) Two sets of shorts, overalls or trousers and shirts, or any combination of clothing as agreed between the Employees and DRML which shall be replaced on a fair wear and tear basis;
- ii) Safety boots will be provided on commencement of employment and replaced on a fair wear and tear basis.
- iii) A jumper, or in the case of Employees engaged upon construction work, a bluey jacket, which shall be replaced on a fair wear and tear basis.
- iv) Where ever possible 'Australian Made' protective clothing will be is sued.

23. Transfer of Labour

If a halt to productive work occurs which is not the fault or the responsibility of DRML, 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.

24. Skills Development

DRML 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 DRML at the forefront of the industry.

The Parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of DRML, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- i) developing a more highly skilled and flexible workforce.
- ii) providing Employees with career opportunities through appropriate training to acquire the additional skills as required by DRML.

Taking into account;

The current and future skill needs of DRML.

The size, structure and nature of DRML.

The need to develop vocational skills relevant to DRML and the Electrical Contracting Industry.

Where, by agreement between the Employee and DRML, 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.

25. Recognition and Respect of ETU Delegates

DRML shall respect any duly appointed ETU delegates in their workplace and allow them when ever necessary, to take reasonable steps to deal with industrial issues in the workplace, in an attempt to prevent the dispute from escalating. This may include from time to time, calling a lunchtime meeting of members or interviewing DRML or their representative on matters affecting Employees whom he represents. DRML agrees to allow each duly authorised delegate up to 7 days of delegates training per year.

26. Wet Weather

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 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.

27. Payment of Wages

Wages will be paid weekly by Electronic Funds Transfer (EFT). DRML 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*.

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

28. Travelling Time and Fares

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

Where an Employee has an entitlement to the average excess traveling time payment pursuant to sub-clause 4.4.2 or the Parent Award, the payment will be prescribed as by Schedule A.

29. ETU Picnic Day

In accordance with picnic day provision, DRML 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.

Where possible no work shall be scheduled on the first Monday of December each year which is the Annual Building Industry Picnic Day.

30. Distant/ Away Work

Where an Employee 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 DRML.

31. Supplementary Labour

The parties agree that when necessary to meet short-term peak work requirements additional labour resources will be sourced from Labour Hire Companies who have an enterprise agreement with the Union signatory to this Agreement.

32. Subcontracting

The parties agree that when it becomes necessary to sub contract work, due to high demands within the industry, DRML will endeavor to ensure that the subcontractor has a registered Enterprise Agreement with the Union. The Union commits to only sign an agreement with the same rates of pay contained in this Agreement, so as to maintain a level playing field for all companies within the industry.

This clause will apply to all those subcontractors who are operating under the Parent Award.

33. Group Training Companies

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

They need to have an Enterprise Agreement with the Union

The apprentices and trainees hired to DRML shall be paid at least the rates and conditions of this Agreement

The Group Training Company shall be notified if a site/project allowance is payable.

34. Union Dues

DRML agrees to make payroll deductions at the request of the Employee for union dues during the life of the Agreement.

35. Tools

The parties agree that a necessary precondition for a productive and efficient workforce is to ensure that Employees maintain and are where possible provided with an adequate kit of tools.

In circumstances where the Employees are required to supply their own tools and have them stolen, by no fault of their own, shall be compensated to a maximum of \$1,000.00.

36. Australian Communications Authority (ACA) License / Registration Allowance

Where an Employee covered by this Agreement is required under the ACA Cabling Provider Rules to hold and use a current license / registration in the course of their employment, DRML commits to accepting all payments in relation to the training and or liability for the qualification used during the course of their employment with DRML.

It is noted that in the fire protection, security and computer cabling industries there is a requirement under the cabling provider rules for all Employees who work on services that connect (or are intended to connect) to the telecommunication network to be licensed / registered.

37. Safety and Compliance

DRML commits to make all management and Employees aware of all the changes to the Occupational Health and Safety Act and Regulations. This should be done via training courses and/or union seminars. The conducting of the training and/or seminars shall be at times convenient to DRML.

38. Temporary Wiring

Upon Work Cover approval, the Union will introduce a course on Electrical Installations, Construction and Demolition sites and will have it run by the Electro Group Training Company. This course will offer to companies who have a registered Enterprise Agreement with the Union, the opportunity to become accredited Temporary Wiring Contractor Licence holders.

All Employees who have done the course shall receive a Wiring Allowance of \$20.00 per week for each week they work or part of the week on the installing/maintaining of a temporary wiring system.

39. Quality Assurance

The parties endorse the underlying principles of DRML'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 DRML 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.

40. 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.

41. Renewal of Agreement

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

42. Leave Reserved

DRML agrees to commence discussions with the Union in relation to the future implementation by the Union of a Bargaining Agents Fee, subject to the clause having been approved by the New South Wales Industrial Relations Commission.

43. Signatories

Signed for and on behalf of Downer RML Pty Ltd

Signature _____ Date: 03 March 2003

Witness _____ Date 03 March 2003

Signed for and on behalf of the Electrical Trades Union of Australia, New South Wales Branch

Signature _____ Date 27 March 2003

Witness _____ Date 27 March 2003

SCHEDULE A

Rates applying from the first full pay period on or after 1 April 2002
(as detailed in the Ralph M. Lee – Sydney Construction Enterprise Agreement - (1999-2002))

Classification	All-Purpose Hourly Rate	Productivity Allowance Per Hour Worked	Daily Average Excess Fares Allowance	Excess Travel
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
APPRENTICES				
Indentured 1st year	\$8.50	\$0.50	\$9.20	\$5.60
Indentured 2nd year	\$11.23	\$0.50	\$9.20	\$7.37
Indentured 3rd year	\$15.57	\$0.50	\$9.20	\$10.28
Indentured 4th year	\$17.78	\$0.50	\$9.20	\$11.73
Trainee 1st year	\$9.57	\$0.50	\$9.20	\$6.30
Trainee 2nd year	\$12.61	\$0.50	\$9.20	\$7.62
Trainee 3rd year	\$17.05	\$0.50	\$9.20	\$11.25
Trainee 4th year	\$18.65	\$0.50	\$9.20	\$12.30

Rates applying from the first full pay period on or after 10 December 2002

Classification	All-Purpose Hourly Rate	Productivity Allowance Per Hour Worked	Daily Average Excess Fares Allowance	Excess Travel
Grade 1	\$17.45	\$1.60	\$9.20	\$11.10
Grade 2	\$18.37	\$1.70	\$9.20	\$11.80
Grade 3	\$19.27	\$1.80	\$9.20	\$12.50
Grade 4	\$20.18	\$1.90	\$9.20	\$13.20
Grade 5 unlicensed	\$21.49	\$2.00	\$9.20	\$13.80
Grade 5 cert of regn	\$22.01	\$2.00	\$9.20	\$13.80
Grade 5 qual super	\$22.47	\$2.00	\$9.20	\$13.80
Grade 5 unlic l/hand	\$22.82	\$2.00	\$9.20	\$13.80

Grade 5 lic l/hand	\$23.80	\$2.00	\$9.20	\$13.80
APPRENTICES				
Indentured 1 st year	\$8.67	\$0.50	\$9.20	\$5.60
Indentured 2nd year	\$11.45	\$0.50	\$9.20	\$7.37
Indentured 3rd year	\$15.88	\$0.50	\$9.20	\$10.28
Indentured 4th year	\$18.14	\$0.50	\$9.20	\$11.73
APPRENTICES				
Trainee 1st year	\$9.76	\$0.50	\$9.20	\$6.30
Trainee 2nd year	\$12.86	\$0.50	\$9.20	\$7.62
Trainee 3rd year	\$17.39	\$0.50	\$9.20	\$11.25
Trainee 4th year	\$19.02	\$0.50	\$9.20	\$12.30

Rates applying from the first full pay period on or after 1 April 2003

Classification	All-Purpose Hourly Rate	Productivity Allowance Per Hour Worked	Daily Average Excess Fares Allowance	Excess Travel
Grade 1	\$17.80	\$1.60	\$9.20	\$11.10
Grade 2	\$18.74	\$1.70	\$9.20	\$11.80
Grade 3	\$19.65	\$1.80	\$9.20	\$12.50
Grade 4	\$20.58	\$1.90	\$9.20	\$13.20
Grade 5 unlicensed	\$21.92	\$2.00	\$9.20	\$13.80
Grade 5 cert of regn	\$22.45	\$2.00	\$9.20	\$13.80
Grade 5 qual super	\$22.92	\$2.00	\$9.20	\$13.80
Grade 5 unlic l/hand	\$23.27	\$2.00	\$9.20	\$13.80
Grade 5 lic l/hand	\$24.27	\$2.00	\$9.20	\$13.80
APPRENTICES				
Indentured 1st year	\$8.67	\$0.70	\$9.20	\$5.60
Indentured 2nd year	\$11.45	\$0.75	\$9.20	\$7.37
Indentured 3rd year	\$15.88	\$0.80	\$9.20	\$10.28
Indentured 4th year	\$18.14	\$0.85	\$9.20	\$11.73
APPRENTICES				
Trainee 1st year	\$9.76	\$0.70	\$9.20	\$6.30
Trainee 2nd year	\$12.86	\$0.75	\$9.20	\$7.62
Trainee 3rd year	\$17.39	\$0.80	\$9.20	\$11.25
Trainee 4th year	\$19.02	\$0.85	\$9.20	\$12.30

Rates applying from the first full pay period on or after 1 Oct 2003

Classification	All-Purpose Hourly Rate	Productivity Allowance Per Hour Worked	Daily Average Excess Fares Allowance	Excess Travel
Grade 1	\$18.16	\$1.60	\$9.20	\$11.10
Grade 2	\$19.11	\$1.70	\$9.20	\$11.80
Grade 3	\$20.05	\$1.80	\$9.20	\$12.50
Grade 4	\$20.99	\$1.90	\$9.20	\$13.20
Grade 5 unlicensed	\$22.36	\$2.00	\$9.20	\$13.80
Grade 5 cert of regn	\$22.90	\$2.00	\$9.20	\$13.80
Grade 5 qual super	\$23.38	\$2.00	\$9.20	\$13.80
Grade 5 unlic l/hand	\$23.74	\$2.00	\$9.20	\$13.80
Grade 5 lic l/hand	\$24.76	\$2.00	\$9.20	\$13.80

APPRENTICES				
Indentured 1st year	\$8.84	\$0.70	\$9.20	\$5.60
Indentured 2nd year	\$11.68	\$0.75	\$9.20	\$7.37
Indentured 3rd year	\$16.20	\$0.80	\$9.20	\$10.28
Indentured 4th year	\$18.50	\$0.85	\$9.20	\$11.73
Trainee 1st year	\$9.96	\$0.70	\$9.20	\$6.30
Trainee 2nd year	\$13.12	\$0.75	\$9.20	\$7.62
Trainee 3rd year	\$17.74	\$0.80	\$9.20	\$11.25
Trainee 4th year	\$19.40	\$0.85	\$9.20	\$12.30

Rates applying from the first full pay period on or after 1 April 2004

Classification	All-Purpose	Productivity Allowance	Daily Average Excess	Excess Travel
	Hourly Rate	Per Hour Worked	Fares Allowance	
Grade 1	\$19.55	\$1.60	\$9.20	\$11.10
Grade 2	\$20.58	\$1.70	\$9.20	\$11.80
Grade 3	\$21.58	\$1.80	\$9.20	\$12.50
Grade 4	\$22.60	\$1.90	\$9.20	\$13.20
Grade 5 unlicensed	\$24.07	\$2.00	\$9.20	\$13.80
Grade 5 cert of regn	\$24.66	\$2.00	\$9.20	\$13.80
Grade 5 qual super	\$25.17	\$2.00	\$9.20	\$13.80
Grade 5 unlic l/hand	\$25.56	\$2.00	\$9.20	\$13.80
Grade 5 lic l/hand	\$26.66	\$2.00	\$9.20	\$13.80
APPRENTICES				
Indentured 1st year	\$9.33	\$0.90	\$9.20	\$5.60
Indentured 2nd year	\$12.33	\$1.00	\$9.20	\$7.37
Indentured 3rd year	\$17.10	\$1.20	\$9.20	\$10.28
Indentured 4th year	\$19.53	\$1.30	\$9.20	\$11.73
Trainee 1st year	\$10.51	\$0.90	\$9.20	\$6.30
Trainee 2nd year	\$13.85	\$1.00	\$9.20	\$7.62
Trainee 3rd year	\$18.72	\$1.20	\$9.20	\$11.25
Trainee 4th year	\$20.48	\$1.30	\$9.20	\$12.30

Rates applying from the first full pay period on or after 1 Oct 2004

Classification	All-Purpose	Productivity Allowance	Daily Average Excess	Excess Travel
	Hourly Rate	Per Hour Worked	Fares Allowance	
Grade 1	\$19.94	\$1.60	\$10.20	\$11.10
Grade 2	\$20.99	\$1.70	\$10.20	\$11.80
Grade 3	\$22.01	\$1.80	\$10.20	\$12.50
Grade 4	\$23.05	\$1.90	\$10.20	\$13.20
Grade 5 unlicensed	\$24.56	\$2.00	\$10.20	\$13.80
Grade 5 cert of regn	\$25.15	\$2.00	\$10.20	\$13.80
Grade 5 qual super	\$25.67	\$2.00	\$10.20	\$13.80
Grade 5 unlic l/hand	\$26.07	\$2.00	\$10.20	\$13.80
Grade 5 lic l/hand	\$27.19	\$2.00	\$10.20	\$13.80
APPRENTICES				
Indentured 1st year	\$9.52	\$0.95	\$10.20	\$5.60
Indentured 2nd year	\$12.58	\$1.05	\$10.20	\$7.37
Indentured 3rd year	\$17.44	\$1.25	\$10.20	\$10.28

Indentured 4th year	\$19.92	\$1.35	\$10.20	\$11.73
Trainee 1st year	\$10.72	\$0.95	\$10.20	\$6.30
Trainee 2nd year	\$14.13	\$1.05	\$10.20	\$7.62
Trainee 3rd year	\$19.10	\$1.25	\$10.20	\$11.25
Trainee 4th year	\$20.89	\$1.35	\$10.20	\$12.30

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

Classification	All-Purpose Hourly Rate	Productivity Allowance Per Hour Worked	Daily Average Excess Fares Allowance	Excess Travel
Grade 1	\$20.34	\$1.60	\$10.20	\$11.10
Grade 2	\$21.41	\$1.70	\$10.20	\$11.80
Grade 3	\$22.46	\$1.80	\$10.20	\$12.50
Grade 4	\$23.51	\$1.90	\$10.20	\$13.20
Grade 5 unlicensed	\$25.05	\$2.00	\$10.20	\$13.80
Grade 5 cert of regn	\$25.65	\$2.00	\$10.20	\$13.80
Grade 5 qual super	\$26.19	\$2.00	\$10.20	\$13.80
Grade 5 unlic l/hand	\$26.59	\$2.00	\$10.20	\$13.80
Grade 5 lic l/hand	\$27.73	\$2.00	\$10.20	\$13.80
APPRENTICES				
Indentured 1st year	\$9.52	\$1.05	\$10.20	\$5.60
Indentured 2nd year	\$12.58	\$1.25	\$10.20	\$7.37
Indentured 3rd year	\$17.44	\$1.55	\$10.20	\$10.28
Indentured 4th year	\$19.92	\$1.70	\$10.20	\$11.73
Trainee 1st year	\$10.72	\$1.15	\$10.20	\$6.30
Trainee 2nd year	\$14.13	\$1.35	\$10.20	\$7.62
Trainee 3rd year	\$19.10	\$1.65	\$10.20	\$11.25
Trainee 4th year	\$20.89	\$1.75	\$10.20	\$12.30

APPENDIX A

COUNSELLING AND DISCIPLINARY POLICY

A1. 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 DRML's Sydney Construction Division are familiar with the expectations of management and fellow workers.

A2. Disciplinary Procedure

A2.1 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.

A2.2 Procedure

The disciplinary procedure can be summarised as below-

Stage One - Counselling

Stage Two - Written Warning

Stage Three - Termination of Employment

A2.2.1 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 DRML can assist the Employee to avoid further instances of such 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 Employee's direct supervisor or higher management will carry out the counselling session.

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 DRML 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.

A2.2.2 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.

DRML 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, then the session will aim to reach a mutual agreement between DRML and the 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.

A2.2.3 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.

DRML 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.

DRML may, following careful consideration of all the factors, the defence raised by the Employee and further investigation of matters raised by the Employee, terminate the Employee's employment. The Employee will be advised in writing that his/her employment is terminated, from what date and by what method.

DRML will decide whether the Employee will work out the required period of notice or be paid in lieu thereof. The minimum period of notice will be one (1) week.

In the event of an Employee being required to work out the required period of notice, he/she will be granted leave of absence without pay for one day in order to look for alternative employment.

If requested by the Employee, DRML will provide:-

- (a) A termination of employment statement. and/or
- (b) A certificate of employment.

A3. Summary Dismissal

The management may exercise their right to summarily dismiss an Employee for-

Dishonesty, including theft

Wilful misuse of DRML property, materials or equipment

Fighting

Refusal of duty

Serious neglect of duty

Malingering

Wilful negligence of safety procedures

Gross insubordination or abuse

Drunkenness

Illegal drug use (unprescribed drugs)

Extreme inefficiency or incompetence

Serious and wilful disobedience

Serious misconduct

The Employee will be personally advised that a disciplinary interview is required. At this 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 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.

DRML 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.

DRML may, following careful consideration of all the factors, the defence raised by the Employee and further investigation of matters raised by the Employee, terminate the Employee's employment. The Employee will be advised in writing that his/her employment is terminated from what date and by what method.

Wages will only be paid to the time of dismissal.

If required by the Employee, DRML will provide:-

- (a) A termination of employment statement; and/or
- (b) A certificate of employment

A4. Time Limit on Life at Counselling and/Or Warnings

No time limit on the life of previous counselling or warnings will apply. However, the flow of time will be a factor taken into consideration should it be necessary to take previous counselling and/or warnings into consideration.