

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/228

TITLE: Downer Engineering Power Pty Limited (Wollongong Branch) Enterprise Agreement 2006-2008

I.R.C. NO: IRC6/1105

DATE APPROVED/COMMENCEMENT: 9 March 2006 / 9 March 2006

TERM: 34

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 30 June 2006

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Downer Engineering Power Pty Limited, located at 1/85 Montague Street, North Wollongong NSW 2500, who are engaged at the company's Wollongong branch, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

PARTIES: Downer Engineering Power Pty Ltd (Wollongong) -&- the Electrical Trades Union of Australia, New South Wales Branch

**DOWNER ENGINEERING POWER PTY LIMITED
(WOLLONGONG BRANCH)
ENTERPRISE AGREEMENT 2006 - 2008**

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6. SIGNATORIES

1. INTRODUCTION

The purpose of this Agreement is to continue to implement workplace reform strategies enabling continuous process aimed directly at improving the competitiveness of the Company in the

marketplace. This process will deliver projects on time and within budget ensuring job satisfaction and security for employees.

2. STRUCTURE OF AGREEMENT

2.1 Title: This Award shall be known as the Downer Engineering Power Pty Limited (Wollongong Branch) Enterprise Agreement.

2.2 Definitions: For the purpose of this Agreement.

- “Agreement” means this enterprise Agreement
- “Parent Award” means the Electrical Contracting Industry (State) Award, 1992
- “Company” means Downer Engineering Power Pty Limited (Wollongong Branch)
- “Employee” means an employee of the Company performing work within the scope of this Agreement.
- “Union” means the Electrical Trades Union of Australia, NSW Branch, (The Communications, Electrical, Electronic, Energy, Information, Plumbing, Postal and Allied Workers Union of Australia).
- “Consultative Committee”- A committee of employees and Management representatives.

2.3 Date and Period of Operation:

This Agreement shall come into operation from the date of certification and shall have a nominal expiry date of 31 December 2008.

2.4 Parties Bound: This Agreement shall be binding upon:

- Downer Engineering Power Pty Ltd (Wollongong Branch).
- All employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award.
- Electrical Trades Union of Australia, NSW Branch. (The Communications, Electrical, Electronic, Energy, Information, Plumbing, Postal and Allied Workers Union of Australia).

3. OBJECTIVES OF AGREEMENT

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

- To ensure customer satisfaction in the provision of services.
- Increasing the productivity, efficiency and flexibility of the Company and its workforce.
- Creating a co-operative, safe and harmonious environment within the Enterprise.
- Establishing and developing better and more effective communication and consultation between the Company and employees.
- Developing better work practices and methods that substantially reduce and eventually eliminate lost time.
- To foster a commitment to the Company’s Quality Management System.

- Establishing performance indicators so as to measure our performance.
- To implement a training programme consistent with the provision of the Parent Award and this Agreement for all employees.

4. APPLICATION OF AGREEMENT

This Agreement applies to the Company in respect of all employees who are engaged pursuant to the Parent Award while working from the Company's Wollongong branch.

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

Where a situation/condition is not mentioned in this Agreement the Parent Award provisions prevail.

5. CONDITIONS OF AGREEMENT

5.1 Overview

Under this Agreement, to become entitled to payment of the wage prescribed herein an employee must: -

- be available, ready, willing and able to perform such work, including shift work, as the Company shall reasonably require on the days and during the hours necessary for the employer to the best meet the Company's Contractual obligations in the Wollongong Branch, and
- comply with any request of the Company to work reasonable overtime in excess of the ordinary hours at any time during the seven days of the week at the appropriate remuneration; and
- recognise the right of the Company to have an appropriate number and mix of classifications and skills during any hours of work; and
- agreed that seniority or last on-first off systems shall not apply with regard to termination of employment, rather the attitude, efforts, skill and abilities of employees and the operational needs and requirements of the Company shall be the determining factor; and
- properly use and maintain all appropriate protective clothing and equipment provided by the Company for specified circumstances; and
- use any technology and perform any duties which are within the limits of the employee's skill, competence and training; and
- adhere to agreed start and finish times for all work periods; and
- maintain commitment to, and comply with the Company's directions (consistent with the objectives of this Award) with respect to, safety, quality, site cleanliness and waste management; and
- Be committed to the objectives in Clause 3 of this Agreement.

5.2 Hours of Work – 38 Hour Week (Ordinary Hours)

- (a) The parties agree that the current working arrangements for hours of work provisions (including, but not limited to, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered during the life of the agreement following consultation and agreement between the company and the majority of affected site personnel so as to provide greater flexibility and to meet project and / or shift work or operational requirements. The criteria that will be used in assessing the desirability of proposed changes

in hours of work will include the impact on efficiency operational and project requirements, productivity and quality of life.

- (b) The parameters for ordinary hours for the purpose of this agreement shall be an average of 38 hours per week and shall be between 6.00am and 6.00pm on any or all of the days Monday to Friday. The ordinary hours of work shall be worked continuously except for meal breaks. Different methods of implementation of the hours of work may be applied to various groups or sections of employees by agreement.
- (c) An employee's weekly ordinary hours of work can consist of both day work and shift work, provided that the appropriate shift allowance is paid for any shift in accordance with Clause 21.6 of the Parent Award.
- (d) Unless varied as allowed above, in general employees shall work 8-hour days (40 hour weeks) and accrue 2 hours per week to achieve 1 rostered day off per 4-week cycle.

5.3 Hours of Work – 36 Hour Week (Selected Projects only)

- (a) It is acknowledged that some sites and selected projects may work a 36-hour week. Such a 36-hour week must be in place at the time of tender for the project or this clause shall have no application and hours of work arrangements under Clause 5.2 of this Agreement shall apply.
- (b) On those sites or projects where a 36 hour week is in place at the time of tender, employees will continue to work 8 hours per day (40 hour weeks), however they will accrue 4 hours per week to achieve 2 rostered days off per 4 week cycle. It is recognised that not all staff may want 2 rostered days off per month and provision is made under Clause 5.5 for the employee to have choice as to whether these extra rostered days off are taken each month or banked for future use.
- (c) The parameters for ordinary hours for the purpose of these sites or projects shall be an average of 36 hours per week and shall be between 6.00am and 6.00pm on any or all the days Monday to Friday.
- (d) When an employee ceases to work on a 36-hour week site or project, hours of work and RDO accruals shall revert to Clause 5.5 of this Agreement.
- (e) It is agreed that the new wage rates contained in this Agreement and effective from 1st January 2006 include a wage increase which absorbs the 36 hour divisor. It is therefore understood that where a project prescribes a 36 hour week and where this Agreement is applicable then the rates contained within this Agreement shall apply.

5.4 Overtime

Employees will comply with requests of the Company to work reasonable overtime in excess of the ordinary hours at any time during the seven days of the week at the appropriate remuneration.

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

The Company shall be the sole authority in the selection of employees for overtime requirements.

5.5 Rostered Days Off (RDO's)

The company and the employees agree to increase flexibility with regard to the taking of RDO's. By agreement between the company and employees affected RDO's may be rescheduled or staggered over the work cycle rather than taken on industry RDO days. It would be intended that those working on particular Client sites e.g. BSL / BSL Sheet & Coil would align the RDO to coincide with that particular site in lieu of industry RDO days.

Up to 5 RDO's may be banked and records of each employee's RDO status will be kept by the Company and made available to the employee upon request.

It is also recognised that one of the benefits of increased flexibility and banking of RDO's is that it facilitates their usage for the purpose of family leave and should be encouraged for this purpose by both company and the employees.

5.6 Start and Finish Times

In an effort to increase productivity the Company and employee's agree to genuinely consider and where possible implement methods of reducing time lost in moving between the site sheds and the workface areas at start time, morning tea, lunch and finish time.

Employees shall be at the nearest gang box or site shed dressed, equipped and ready to commence work at the start time. Unless there is an exceptionally dirty site or task, wash up time shall occur after the nominated finishing time.

5.7 Sick Days

It is agreed by the company and the employees that the use of sick days will strictly be in accordance with the provisions of Clause 22 of the Parent Award and Clause 2 of the Electrical Contracting Industry Family Leave (State) Award IRC 1157 of 1995.

5.8 Stand-By/Availability for Duty

It is agreed that where the company provides suitable mobile communication to an employee no additional payment and/or conditions for Stand-By/Availability for Duty will apply.

5.9 Site Allowance/Site Rates

Site allowances will be paid in addition to the rates payable under this Agreement only where such site allowances are awarded by the Industrial Relations Commission.

5.10 Rest Period After Overtime

The provisions of sub-clause 19.2 and 20.4.1 of the Award shall not apply to employees. In general, upon mutual agreement, the current 10-hour break will be replaced with an 8-hour break for work related to heavy industry, for example BSL, Metserve, Brambles, BSL Sheet & Coil, and the like. Except under extraordinary conditions this arrangement will not exceed three (3) occurrences in any one (1) weekly pay period. The arrangement specifically excludes building industry work. Alternatively, where an employee works six (6) hours or more overtime immediately following the daily ordinary hours, then by mutual agreement with the Company, such overtime hours shall count as part of the weekly ordinary hours, but they shall be paid at the appropriate overtime rate of pay.

5.11 Superannuation

The Company will pay superannuation contributions into the C+BUS Superannuation Scheme (or NESS No1 or EISS where appropriate) for each employee. It is hereby agreed that these superannuation funds will be the funds utilised under this agreement. The contribution rate shall be as required by the Superannuation Guarantee Legislation, provided that the weekly minimum contribution for all employees, except apprentices and trainees, will be a minimum of \$50 per week worked.

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

5.12 Employee Redundancy Benefits

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 the Company due to the ordinary and customary turnover of labour.

The Company agrees to make redundancy contributions at the rate of \$65.00 per week worked in respect of each Employee (excluding casual employees, apprentices and trainees) covered by this agreement into either the Mechanical Electrical Redundancy Trust ('MERT') or the Australian Construction Industry Redundancy Trust ('ACIRT').

The Employee will be entitled to a Redundancy benefit for each week of service with the Company being the greatest of the following amounts:

- a) the amount to be contributed to MERT or ACIRT in accordance with this agreement; or
- b) the amount contributed by the Employer to MERT or ACIRT; or
- c) the amount prescribed by the relevant Industrial Award; or
- d) the amount prescribed or awarded by the relevant Industrial Relations Commission.

The amount of contributions paid to the MERT or ACIRT under paragraph (b) shall be set off against any entitlement under paragraph (a), (c) or (d).

The Contribution shall be paid monthly into MERT or ACIRT, in accordance with the requirements of MERT or ACIRT.

MERT shall be the fund utilised under this Agreement, unless payments into MERT are to attract fringe benefits taxation liability. If MERT payments are to attract fringe benefits taxation liability, ACIRT shall be the fund utilised under this agreement

5.13 Electronic Funds Transfer

All employees will be paid by Electronic Funds Transfer

5.14 Top Up/ 24 Hour Income/Accident Protection Insurance

The company will provide outside work hours personal accident insurance (to a maximum premium value per person of \$12/week) and worker's compensation top up insurance policies for all persons covered under this Agreement in accordance with the policy schedules.

5.15 New Employees

All new employees (other than casuals) will be engaged on the basis of a 3 month probationary period. The Company reserves the right to terminate a probationary employee at any time during this three month period subject to a week's notice or payment in lieu thereof.

Notwithstanding the above the Company reserves the right to engage an employee on a specified task or specified period basis.

5.16 Inclement Weather

- The company and the employees will collectively work towards the minimisation of lost time due to inclement weather. Common sense and safety will be the guiding principles.
- Further to this, the company and the employees undertake to adopt the following principles with regard to inclement weather.
- Further to this, the company and the employees undertake to adopt the following principles with regard to inclement weather.
- Necessary work or making good/safe will continue until the work can no longer be carried out in a safe manner.

- If it is required appropriate clothing will be provided by the Company whilst work continues in an inclement weather situation. Such clothing will remain the property of the Company.
- Walking to and from unaffected areas on a project or site will be carried out using the appropriate clothing supplied by the Company.
- If, in the opinion of the Company, useful work is available in another area or site, the employees shall accept transfer to that area or site.
- Where the Company believes initiatives described in the above are not practical or would be non-productive, the non-productive time can be used for activities such as skill development, training or the planning and re-programming of the project.

5.17 Distant 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.

The arrangements regarding distant sites shall be formalised in writing and witnessed by another employee.

The selection of employees for away work shall be solely at the discretion of the Company.

5.18 Time Sheets/Records

Where required each employee shall be responsible for the accurate and timely completion of time sheets, productivity records, QA and safety documentation.

5.19 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.

5.20 No Extra Claims

The parties to this Agreement agree that they will not, for the duration of this Agreement, pursue any extra claims in relation to any matters except where consistent with this Agreement.

5.21 Dispute Settlement Procedure

The company and the employees agree that it is in the best interests of both Company and the employees to achieve prompt resolution of disputes.

The most effective procedure to achieve this is for the responsibility for resolution to remain close to the source as is possible

- (a) The company and the employees agree to strictly adhere to the dispute settlement procedure as follows: -
 - (i) The employee/s concerned will first meet and confer with their immediate supervisor. The employee/s may appoint an employee representative to act on their behalf.
 - (ii) If the matter is not resolved at such a meeting within 1 full working day then the parties will arrange further discussions within 2 full working days involving more senior management as appropriate. The employee may invite a union official or

other employee representative to be involved in the discussions. The employer may also invite into the discussions an officer of the employer organisation to which the employer belongs or other employer representative.

(iii)

Where the employee representative is a shop steward the representative will be allowed a reasonable period of time during working hours to discuss the matter in dispute with the duly accredited union official to which they belong. .

- (b) In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of New South Wales for resolution.
- (c) Whilst the above procedure is being carried out, work shall continue normally.
- (d) All recommendations, order and/or directions of the Industrial Relations Commission of New South Wales shall be strictly observed by the company and employees.

5.22 Occupational Health and Safety

The Company is committed to provide a safe and healthy working environment in which our employees can work. The emphasis of this commitment is on the identification of potential unsafe practices and the prevention of accidents and injury.

Managers and supervisors have the responsibility at all times to ensure that safe working procedures are in place and observed and to assist in the rehabilitation of injured employees.

Employees have the responsibility at all times to observe safe working procedures and to work in such a way that controls the risk of injury to themselves and other employees with whom they work.

Any dispute arising out of Occupational Health and Safety issues will be dealt with in accordance with Clause 5.21, or where relevant, State Legislation, Regulations or Codes of Practice, and will involve vacating only those areas where safety is at risk

5.23 Quality Assurance

The company and the employees endorse the underlying principles of the Company's Quality Management System which seeks to ensure that its services are provided in a manner which best conforms to the requirements of the customer. This requires the Parties to establish and maintain, implement, train and to continuously improve its procedures and processes.

5.24 Training/Skill Development

The Company and the employees recognise that training and skills development is an integral part of the future growth of both the employees and the Company. Accordingly, the company and the employees are committed:

- (i) To developing a more highly skilled and flexible workforce;
- (ii) To providing employees with the appropriate career opportunities, all in accordance with the current and future skill needs of the Company.

5.25 Counselling and Disciplinary Policy and Procedures

Attached as Appendix (A) to this Award is the Company's Counselling and Disciplinary Policy and Procedures. Its objective is to describe the procedures and mechanisms involved in the fair treatment of individual employees with respect to discipline.

The company and the employees agree to abide by this document.

5.26 Performance Measurements

The company and the employees recognise that in order to achieve its objectives, there is a requirement to develop productivity and efficiency indicators to measure, monitor and to identify ways of continually improving performance and competitive market position.

The performance indicators and targets are to be developed by the Consultative Committee and should include at least the following: -

- **Absenteeism**
- **Consumable Usage**
- **Quality**
- **Occupational Health & Safety**
- **Productivity**

5.27 Consultative Mechanism

The company and the employees agree that a precondition for the effective operation of this Agreement is the establishment of a consultative mechanism within the Company.

To this end, the Company will consult on a regular basis with employees. The purpose of consultation shall be to develop, recommend and assist to implement strategies and measures designed to achieve the objectives outlined under Clause 3 of this Agreement. Provide the opportunity for employees to interface with management on all issues of concern and/or improvement.

5.28 Apparel

(i) Footwear

Employees are required to wear safety footwear. One (1) pair of steel capped safety boots shall be supplied by the company and maintained by the employee. Employee's who have been issued safety footwear will have such safety footwear replaced on a fair wear and tear basis upon the presentation of old unserviceable footwear. There shall be no automatic re-issue of footwear where an employee is placed on a new site. Employees requiring special footwear e.g. built up soles shall be entitled to footwear.

(ii) Uniforms and Clothing

The uniform is to promote the company as a professional organisation throughout the industry and to provide suitable first line personal protection for employees.

Employees issued with company uniforms and clothing shall wear such items during all working hours and each employee shall maintain their clothing/uniform in a respectable condition as approved by the company. Clothing will be replaced every 12 months or in special circumstances on a fair wear and tear basis. The standard issue of clothing is 4 pairs of long leg drill trousers and 4 long sleeved drill shirts fitted with appropriate company logo. The company recognises its obligation with respect to provision of clothing in accordance with the Agreement.

In the event that an employee is provided with a full clothing issue on commencement and leaves the company prior to the completion of 3 month's service will be required to return 3 sets of issued clothing to the company or compensate the company for those items.

It is agreed that the company is permitted to deduct an amount of \$55.00 per set of clothing from any entitlements due to the employee. This will not apply where the company terminates the employment due to misconduct.

Any dispute arising in relation to this issue will be dealt with in accordance with clause 5.21 of this Agreement.

There shall be no automatic re-issue of clothing where an employee is placed on a new site.

(iii) Jackets

Only where harsh site working conditions prevail shall employees be provided jackets. Employees who have been issued jackets will have such jackets replaced on a wear and tear basis upon presentation of old unserviceable jackets. The standard company issue is a lined "Bluey" jacket. In the event that a jumper is more practical and/or a preference by an employee (subject to such issue meeting site requirements) the jumper may be issued in lieu of the jacket. Jumpers will only be issued in lieu of and not in addition to the jacket.

(iv) General

The above mentioned clothing issue shall be fixed and not subject to change by any specific site agreement.

Employees agree in the event that they leave or are terminated from the company they will not continue to display the company logo on any clothing during employment with other companies.

5.29 Tools

All employees shall provide their own tools as per the agreed list (refer Schedule C) with specific emphasis on labour saving tools and all agree that the tools shall be in a sound condition and at work at all times when required.

The Company shall, on behalf of the employee, replace employees' tools lost by theft whilst working, provided these tools were securely stored in a locked company vehicle, locked private vehicle that is situated at the worksite or in any locked storage facility situated on the employer's premises, job site or workshop.

Employees tools lost by theft whilst actually being used for work (i.e. when not securely stored as described above) are however, the sole responsibility of the employee and will not be replaced.

Any claim for such loss of tools by theft must be accompanied by a police report.

Each employee shall provide the employer with a validated agreed list of tools.

The validation process for the tools as prescribed by Schedule C shall be validated by visual inspection. And the timing of such validation shall be:

- New employees on engagement
- Existing employees within 3 months from certification of this agreement
- The validation may be requested on an annual basis.

All agreed tools used in the normal course of work which are in excess of the prescribed list in Appendix C shall be validated and included in the individual employees tool list.

The employer shall validate such tools upon request

All tools shall be of an acceptable agreed standard.

5.30 Wage Increases

In recognition of the productivity measures herein and subject to the continued commitment to and implementation thereof, the following increases shall be available to all employees covered by this Agreement from the first full pay period on or after the dates specified. The all purpose rates provided in Schedule "B" include special rates referred to in Clause 15.1 of the Award.

The new all purpose base rate now absorbs the award based AIS BHP construction allowance and special rates previously covered by this allowance.

Wage Increases are to be in accordance with Schedule B.

5.31 Picnic Day

An Employee's annual picnic day will be recognised as a prescribed holiday for all weekly hired employees, to be held on the first Monday in December.

6.0 SIGNATORIES

Signed By: **John MacLellan**

Date:

For and on behalf of Downer Engineering Power Pty Ltd (Wollongong Branch)

Signed By: _____

Date:

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

APPENDIX 'A'

COUNSELLING AND DISCIPLINARY POLICY

OBJECTIVE

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

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

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

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

DISCIPLINARY PROCEDURE

1. Objective

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

2. Procedure

The disciplinary procedure can be summarised as below: -

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

2.1 Stage One - Counselling

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

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

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

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

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

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

2.2 Stage Two - Written Warning

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

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

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

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

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

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

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

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

2.3 Stage Three - Termination of Employment

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

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

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

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

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

The employer 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.

The employer 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, the employer will provide: -

- (a) A Termination of Employment statement, and/or
- (b) A Certificate of Employment.

3 Summary Dismissal

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

- Dishonesty, including theft
- Wilful misuse of company property, materials or equipment
- Fighting
- Refusal of duty
- Serious neglect of duty
- Malingering
- Wilful negligence of safety procedure
- Gross insubordination or abuse
- Drunkenness
- Illegal drug use (un-prescribed 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 Projects Manager or higher management will carry out the interview.

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

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

The employer 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, the employer will provide: -

- (a) A Termination of Employment statement, and/or
- (b) A Certificate of Employment.

4 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.

SCHEDULE "B" Clause (5.30)

	1 st Jan 2006	1st July 2006	1st Jan 2007	1st July 2007	1st Jan 2008
Classification	Increase	Increase	Increase	Increase	Increase
	9%	2%	4%	0%	4%
Grade 1	21.10	21.52	22.39	22.39	23.28
Grade 2	22.13	22.57	23.47	23.47	24.41
Grade 3	23.13	23.59	24.54	24.54	25.52
Grade 4	24.14	24.63	25.61	25.61	26.64
Grade 5	25.64	26.15	27.20	27.20	28.28
Grade 5 Qualified Supervisor	26.74	27.27	28.36	28.36	29.50
Grade 6	27.77	28.33	29.46	29.46	30.64
Grade 7	29.81	30.41	31.62	31.62	32.89
Grade 8	31.84	32.48	33.77	33.77	35.13
Grade 9	32.86	33.52	34.86	34.86	36.26
Grade 10	35.93	36.64	38.11	38.11	39.64
Mert Per Week	65.00	65.00	65.00	65.00	65.00
Fares Allow *1	12.50	12.50	12.50	13.00	13.00
Travel Allow *1	12.50	12.50	12.50	13.00	13.00
Apprentices					
Indent 1st Year	11.46	11.69	12.15	12.15	12.64
Indent 2nd Year	14.80	15.10	15.70	15.70	16.33

Indent 3rd Year	20.13	20.53	21.36	21.36	22.21
Indent 4th Year	22.82	23.28	24.21	24.21	25.18
Trainee 1st Year	12.79	13.04	13.56	13.56	14.11
Trainee 2nd Year	16.48	16.81	17.48	17.48	18.18
Trainee 3rd Year	21.92	22.36	23.25	23.25	24.18
Trainee 4th Year	23.84	24.32	25.29	25.29	26.30

- Notes: 1. Travel and Fare Allowance is per day for trades people pro-rata for apprentices and non-trades.
2. The new all purpose base rate now absorbs the award based AIS BHP construction allowance and special rates previously covered by this allowance.

SCHEDULE “C” Clause (5.29)

Description	Range/Size
Allen Keys	Imperial & Metric
Centre Punch	Sidchrome or equivalent
Cold Chisel	25mm
Crimping Tool - Ratchet	1.5mm to 6mm
Drill Bits	3mm to 13mm
Drill Bits – Holesaw & Arbour	16mm to 25mm
Files	Flat/Round
Hacksaw	Sidchrome or equivalent
Hacksaw – Junior	Sidchrome or equivalent
Hammer Claw	
Knife – Retractable Blade	
Level Spirit	300mm
Measuring Tape	8m
Multi Grips	Sidchrome or equivalent
Multimeters, suitable for purpose	Cat 3
Pliers – Insulated Combination	1000 Volt Cat 3
Pliers – Insulated Long Nose	1000 Volt Cat 3
Screwdrivers – Insulated Phillips Head	1000 Volt Cat 3
Screwdrivers – Insulated Flat Blade	1000 Volt Cat 3
Side Cutters - Insulated	1000 Volt Cat 3
Snips – Tin	Sidchrome or equivalent
Spanner – Shifting	150mm
Spanner - Shifting	300mm
Spanner – Open End	7mm to 18mm (12 in Set)
Spanner - Ring	7mm to 18mm (12 in Set)
Steel Square	Suitable
Toolbox	Suitable

Torch	Suitable
Vice Grips	150mm
Wire Stripper 1mm – 6mm	Suitable