REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA01/218

TITLE: UEA Pty Ltd Enterprise Agreement 2001

I.R.C. NO:

2001/3775

DATE APPROVED/COMMENCEMENT: 20 June 2001

TERM:

15 Months

NEW AGREEMENT OR

VARIATION:

New

GAZETTAL REFERENCE:

10 August 2001

DATE TERMINATED:

NUMBER OF PAGES:

59

COVERAGE/DESCRIPTION OF EMPLOYEES:

Applies to all employees engaged under

the Electrical Contracting Industry (State) Award

PARTIES: UEA Pty Ltd -&- Electrical Trades Union of Australia, New South Wales Branch

UEA PTY LTD ENTERPRISE AGREEMENT 2001

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CHRISTITLE

This Agreement shall be known as the UEA Pty Ltd Enterprise Agreement 2001

2. DEFINITIONS

For the Purpose of this Agreement:

• "Agreement" means this Enterprise Agreement.

• "Company" means UEA Pty Ltd A.C.N. (1234567??)

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

 "Parent Award" means the Electrical Electronic and Communication Contracting Industry (State) Award 1992.

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

3. OBJECTIVES

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

- To ensure customer satisfaction in the provision of services.
- Increasing the competitiveness, productivity, efficiency and flexibility of the Company and its workforce.
- Creating a co-operative, safe and productive environment on the Company's projects.
- Continuing the development of more flexible, efficient and adaptable management and work practices.
- Establishing and developing better and more effective communication and consultation between the Company and employees.
- To foster a commitment to the Company's Quality Management System
- Improving job security and the working environment.
- To provide for the use of the full range of skills and knowledge held by employees.
- To implement a training skills enhancement program consistent with the provisions of the Parent Award and this Agreement for all employees.
- To substantially reduce disputation and eliminate lost time due to disputation

4. PARTIES BOUND

This Agreement shall be binding upon:

- a) UEA Pty Ltd, and
- b) All employees, engaged in any of the occupations, industries or callings specified in the Parent Award, and
- c) Electrical Trades Union of Australia, New South Wales Branch



5. APPLICATION OF AGREEMENT

This Agreement applies to the Company in respect of all employees who are engaged pursuant to the Parent award and who are engaged to perform maintenance, construction and associated duties for the NSW Electrical Distribution and Transmission Industry.

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

6. DATE AND PERIOD OF OPERATION

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

The parties to this Agreement shall continuously monitor the application of the Agreement via a Consultative Committee.

7. NO EXTRA CLAIMS

The Parties to this agreement shall not pursue any extra claims, either Award or over Award for the life of the Agreement.

8. 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.

9. CONDITIONS OF EMPLOYMENT

- a) It is a term and condition of employment and of the obligations and rights occurring under this Agreement, that an employee:
 - i. Properly use and maintain all appropriate protective clothing and tools and equipment supplied by the Company 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
 - Understand that termination of employment will be based on job requirements and skills and that the principle of "last on first off will not apply. It is the needs and requirements of the Company, together with the efforts, skills and abilities of the employee which will be the determining factors regarding the retrenchment of employees. However, where efforts, skills and abilities are equal then seniority shall take precedence; and

- iv. Maintain commitment to, and comply with the Company's directions (consistent with the objectives of the Agreement) with respect to, safety, quality, site cleanliness and waste management; and
- v. Provide and maintain an adequate kit of tools in accordance with Parent Award requirements; and
- vi. Be committed to the objectives in Clause 3 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. The Company reserves the right to terminate a probationary employee at any time during this 3 month period subject to a week's notice or payment in lieu thereof.
- c) The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.

10. DISPUTE SETTLEMENT PROCEDURE

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

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

- a) The employee/s or accredited employees representative wishing to raise any matter affecting the employee/s shall:
 - i. Initially raise the matter with the employee/s immediate supervisor/foreperson. If agreement is not reached at this level, the employee/s or representatives shall, then:
 - ii. Raise the matter with the Company Manager or his representative. If agreement is not reached at this level and an employee representative has been involved, the employee representative will then;
 - iii. Be provided with telephone facilities to speak to an official of the Union and request representation at a further conference to be held at a date and time mutually acceptable.
- b) Should negotiations as prescribed in (a) above fail, the matter (where appropriate) shall be referred to the Managing Director and the State Secretary of the Union within five working days, at which level a conference of the parties shall be convened without delay.
- c) In the absence of agreement, either party may refer the matter to the Australian Industrial Relations Commission for resolution by conciliation and/or arbitration.
- d) Whilst the above procedure is being affected, work shall continue normally.
- e) All parties subject to the industrial rights of the parties shall strictly observe all recommendations, orders and/or directions of the Australian Industrial Relations Commission.



11. CONSULTATIVE MECHANISM

The parties agree that a precondition for the effective operation of the Agreement is the establishment of consultative mechanisms with the Company. To this end, a Consultative Committee, comprising of Company appointed representatives and employee elected representatives shall be established and maintained. 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 3 of this Agreement.

11A ANTI DISCRIMINATION

- a. 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, material status, disability, homosexuality, transgender identity and age.
- b. It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all necessary steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effect.
- c. Under the Anti- Discrimination Act 1977, it is unlawful to victimize an employee because the employee has made or may make or has bee involved in a complaint or unlawful discrimination or harassment.
- d. 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
 - 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
- e. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

HOURS OF WORK

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

assessing the desirability of proposed changes to hours of work will include the impact on efficiency, operational and project requirements, productivity, quality and quality of life.

The parameters for ordinary hours for the purpose of this Agreement shall be an average of 38 hours per week and shall be between 6.00am and 6.00pm on any or all of the days Monday to Friday. The ordinary hours of work shall be worked continuously except for meal breaks. Different methods of implementation of the hours of work may be applied to various groups or sections of employees by agreement.

Staggered starting and finishing times may be introduced by agreement with employees at the site to help overcome any problems or potential delays. As a consequence, breaks taken during the course of the day shall also be staggered.

An employee's weekly ordinary hours of work can consist of both day work and shift work, provided that the appropriate shift allowance is paid for any shift work in accordance with sub-clause 22.6 of the Parent Award.

Shift Work

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

Rostered Days Off (RDO's)

A rostered day off occurs in the system of working a 9 day fortnight and is defined as a weekday Monday to Friday on which an employee is not required to work because the employee has worked additional time which has accrued towards a day off.

The normal working arrangement for employees is nine eight-hour and twenty seven minute days per fortnight and RDO's are normally taken on a Monday or Friday.

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

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

WAGES

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

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.

14. SUPERANNUATION

The Company will pay superannuation contributions into a Union approved Superannuation Fund for each employee. The contribution rate shall be as required by the Superannuation Guarantee Legislation, provided that the weekly minimum contribution for all employees, except apprentices and trainees, will be \$60.00 per week worked.

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

15. REDUNDANCY

Redundancy will be paid strictly according to the provisions of the Electrical Contracting Industry Redundancy and Technological Change (State) Award with the exception that this Agreement shall apply notwithstanding that employment is terminated by the Company due to the ordinary and customary turnover of labour.

Upon commencement of this agreement, the Company will make contributions to a Union approved fund on behalf of employees (other than apprentices and trainees) at the following rates:

- From 1 October 2000, at a rate of \$52.50 per week worked
- From 1 April 2001, at a rate of \$55.00 per week worked
- From 1 October 2001, at a rate of \$57.50 per week worked
- From 1 April 2002, at a rate of \$60.00 per week worked

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

It is a term of the Agreement the Company will pay Top-up/24 Hour Employee Insurance to a Union approved scheme from the date of agreement. Within one month of agreement, the company will provide documentary evidence to the Union that the company has taken out a policy with the relevant scheme.

17. CLOTHING

Employees after 152 hours employment with the Company will be supplied with:

- a) Two sets of shorts, overalls or trousers bib and brace, or any combination of clothing as agreed between the employees and the Company which shall be replaced on a fair wear and tear basis;
- b) Safety boots will be provided on commencement of employment and replaced on a fair wear and tear basis.
- c) 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.

18. TRANSFER OF LABOUR

If a halt to productive work occurs which is not the fault or the responsibility or the Company, the parties agree that employees can be relocated to other unaffected areas to continue productive work or to other sites if work is available. Provided that employees will continue to be paid in accordance with this Agreement during such a temporary transfer.

19. SKILL DEVELOPMENT

The Company acknowledges the changing pace of technology in the electrical contracting industry and the need for employees to understand those changes and have the necessary skill requirements to keep the Company at the forefront of the industry.

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

- a) Developing a more highly skilled and flexible workforce.
- b) Providing employees with career opportunities through appropriate training to acquire the additional skills as required by the Company.

Taking into account;

- The current and future skill needs of the Company.
- The size, structure and nature of the Company.
- The need to develop vocational skills relevant to the Company and the Electrical Contracting Industry.

Where, by agreement between the employee and employer, 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.

20. INCLEMENT WEATHER PROCEDURE

In the event of wet weather, work in the open will continue until the particular work in hand can no longer be done safely and efficiently.

Whilst it is raining, employees will be required to:

- Continue to work under cover or relocate to alternative work under cover, on site.
- Obtain materials and services for employees working under cover where there is only minimal exposure to inclement weather.

 When required, perform emergency and safety work. In addition, work on unexpected breakdowns, which can be corrected in limited time duration.

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

If 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.

21. PAYMENT OF WAGES

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

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

22. FARES AND TRAVELING ALLOWANCES

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

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

Both allowances are fixed for the life of the Agreement.

23. ETU PICNIC DAY

In accordance with picnic day provision the Company shall require from an employee proof of picnic day attendance, ie ETU ticket purchase before payment will be made for the day. A ticket purchased in relation to an alternative union picnic day is not sufficient for the purposes of payment.

Where possible no work shall be scheduled on the first Monday of December each year. which is the Annual ETU picnic day.



24. DISTANT/AWAY WORK

For the purposes of this clause "distant project" work is one where the location of the on site project work is such that because of its distance or because of the travelling facilities available to and from the location it is reasonably necessary for an employee to live and sleep at some place other than their usual place of residence.

When an employee is sent (other than at their own request), to work at a distant project as defined, the employer after consulting with the affected employees, may elect to:

- 1) provide the employee with reasonable board and lodging in a well kept establishment with three adequate meals each day; or
- 2) pay the employee an allowance of \$100 per day. Provided that the foregoing allowance will be increased if the employee satisfies the employer that they have reasonably incurred a greater outlay than that prescribed.
- 3) Provided that where an employee is directed to work at a distant project where reasonable board and lodging is not available or where the size of the workforce is in excess of the available accommodation, suitable alternative accommodation will be arranged.

Arrangements for working away will be formalized in writing and witnessed by another employee. The selection of employees for away work shall be solely at the discretion of the Company.

25. SUPPLEMENTARY LABOUR

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

26. GROUP TRAINING COMPANIES

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

they have an enterprise agreement with the Union; and

• the apprentices and trainees hired to the company shall be paid at least the rates and conditions of this Agreement; and

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

27. UNION DUES

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

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28. BARGAINING AGENTS FEE

The company shall advise all current and existing employees that a "Bargaining Agents" fee of \$500 per annum is payable to the ETU on or prior to 16th December. The company shall further advise all current and existing employees that the first payment shall be paid to the ETU within one month of certification of the agreement on a pro-rata basis up to 16th December. Thereafter the bargaining agents fee shall then be paid annually, and in advance, on 16th December.

The company shall also advise all new employees prior to commencing work for the company that a "Bargaining Agents" fee of \$500 per annum is payable to the ETU on or prior to the 16th December each year. The employer shall advise the employee that the first payment shall be payable is pro-rata from the time of commencing until 16th December. Thereafter the bargaining agents fee shall then be paid annually, and in advance, on 16th December.

The relevant employee to which this clause shall apply shall pay the "Bargaining Agents Fee" to the ETU on a pro-rata basis for any time which the employee is employed by the company. By arrangement with the ETU this can be done in two installments throughout the year. If an employee can demonstrate to the ETU that they are no longer employed by the company then they are entitled to apply to have such fees reimbursed on a pro-rata basis.

29. TOOLS

The parties agree that a necessary precondition for a productive and efficient workforce is to ensure that employees maintain and provide an adequate kit of tools.

QUALITY ASSURANCE

The parties endorse the underlying principles of the Company's Quality Management System, which seeks to ensure that its services are provided in a manner which best conforms to the requirements of the contract with its customer. This requires the Company to establish and maintain, implement, train and continuously improve its procedures and processes, and the employees to follow the procedures, document their compliance and participate in the improvement process. In particular, this will require employees to regularly and reliably fill out documentation and checklists to signify that work has been carried out in accordance with the customer's specific requirements. Where necessary, training will be provided in these activities.

31. RENEWAL OF AGREEMENT

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

32. ON CALL

- (a) An employee who is on call shall be paid an on call allowance of \$100 per week or such higher amount, if applicable, as determined by the client's own practice.
- (b) An employee who is on call for less than a whole week shall be paid one fifth of the allowance for each working day or part thereof and one quarter of the allowance for each Saturday, Sunday or Public Holiday or part thereof up to a maximum of the full allowance.
- (c) (i) An employee who is on call is required to be available for emergency and/or breakdown work at all times outside the employee's usual hours of duty. Upon receiving a call for duty, the employee is to proceed directly to the job.
 - (ii) Emergency and/or breakdown work includes restoring supply to customers or making equipment safe which has failed or is likely to fail or maintenance work which is essential to prevent a supply failure.
- (d) (i) Payment for a call out shall commence from the time the employee receives a call and continues until the employee arrives back home. Payment is at the appropriate overtime rate.
 - (ii) Employees who are on call are not confined to their homes but they must be reasonably available so that they would not be delayed by more than 15 minutes in addition to the time it would normally take to travel from their homes to the place where the work is to be performed. Any delays in excess of 15 minutes will not be paid unless specifically authorized.
- (e) An employee may be required to attend any other calls which arise prior to returning home.
- (f) Employees who are called out are entitled to a minimum of one hour's pay at double time each time they are called out.
- (g) If a dayworker is recalled to work overtime between the time determined by extending the employee's usual ceasing time on the previous day by 8 hours and 4 am, the employee's normal starting time the next day shall be put back by the number of hours worked between those times or paid at double time for the number of hours worked between those times.
- (h) If an employee is required to resume duty after a call out which exceeds four hours before having a 10 hour break, the employee shall be paid double time for all hours worked until a break of 10 consecutive hours has been taken.
- (i) Normal meal break and meal allowance provisions apply to overtime worked on callouts.

33. STAND DOWN AFTER OVERTIME

Where Overtime is necessary, whenever possible it shall be organized so that employees shall have at least ten consecutive hours off duty. If so much overtime is worked that an employee cannot take a ten hour consecutive break before the normal commencement time, they shall be entitled to time off without loss of normal pay until they have had a ten consecutive hour break. If a ten hour break is not given then the employee is paid double time for all hours worked until a ten consecutive hour break is taken.

34. RECALLED TO WORK OVERTIME

An employee who is recalled to work overtime and is not ON CALL as provided in clause 33 ON CALL shall be paid a minimum of four hours at the appropriate overtime rate.

The payment for an employee who is recalled to work overtime commences from the time the employee receives the call and continues until the employee arrives home.

Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job to which the employee was recalled, or which the employee was required to perform, is completed within a shorter period.

If a day worker is recalled to work overtime between the time determined by extending the employee's usual ceasing time on the previous day by eight hours and 4am, the employee's normal starting time the next day shall be put back by the number of hours worked between those times or paid at double time for the number of hours worked between those times.

If an employee is required to resume duty after being recalled to work overtime which exceeds four hours before having a ten hour break, the employee shall be paid double time for all hours worked until a break of 10 consecutive hours has been taken.

Recalled to work overtime means.

A direction given to an employee to commence overtime work at a specified time which is two hours or more prior to either the employee's usual or rostered commencing time, or one hour or more after the employee's usual or rostered ceasing time. (Whether notified before or after leaving the employee's place of work) or

A notification given to an employee after completion of the employee's day's work directing the employee to take up overtime work; or

A notification given to an employee whose normal hours do not include work on a Saturday, Sunday or Award holiday to work on any such day; or

A notification given to a shift worker to work on a rostered day off.

35. SPECIAL CLASS

The classification of Special Class is accessed through completing two years experience in the following classifications. That experience can be gained through more than one employer.

Electrician Lineworker Cable Jointer

SIGNATORIES Signed for and on behalf of UEA Pty Ltd Signature Witnessed Signed for and on behalf of the Electrical Trades Union of Australia, New South Wales Branch Signature Print Name **Print Name** 23.5.01

Date



S	CHEDULE A		
Rates applying from the first full pay period of	on or after date of	agreement	The state of the state of
Classification	All-Purpose hourly rate	Daily Average Excess Fares Allowance	Daily Average Excess Travel Time
Grade 1	\$17.48	\$8.80	\$10.60
Grade 2	\$18.42	\$8.80	\$11.20
Grade 3	\$19.34	\$8.80	\$11.90
Grade 4	\$20.27	\$8.80	\$12.60
Grade 5 I/w, c/j or unlicensed electrician	\$21.57	\$8.80	\$13.20
Grade 5 cert of regn or special; class	\$22.04	\$8.80	\$13.20
Grade 5 qual super	\$22.46	\$8.80	\$13.20
Grade 5 unlic l/hand or l/hand l/w ,c/j	\$22.77	\$8.80	\$13.20
Grade 5 lic l/hand or live line.	\$23.67	\$8.80	\$13.20
APPRENTICES			
Indentured 1st year	\$8.39	\$8.80	\$5.33
Indentured 2 nd year	\$10.92	\$8.80	\$7.02
Indentured 3rd year	\$14.96	\$8.80	\$9.79
Indentured 4th year	\$17.01	\$8.80	\$11.17
Trainee 1st year	\$9.38	\$8.80	\$6.00
Trainee 2 nd year	\$12.21	\$8.80	\$7.26
Trainee 3 rd year	\$16.33	\$8.80	\$10.71
Trainee 4th year	\$17.82	\$8.80	\$11.71

	CHEDULE A		
Rates applying from the first full pay period o	on or after 1 April :	2001	
Classification	All-Purpose hourly rate	Daily Average Excess Fares Allowance	Daily Average Excess Travel Time
Grade 1	\$17.88	\$8.80	\$10.60
Grade 2	\$18.84	\$8.80	\$11.20
Grade 3	\$19.78	\$8.80	\$11.90
Grade 4	\$20.73	\$8.80	\$12.60
Grade 5 l/w, c/j or unlicensed electrician	\$22.06	\$8.80	\$13.20
Grade 5 cert of regn or special; class	\$22.54	\$8.80	\$13.20
Grade 5 qual super	\$22.97	\$8.80	\$13.20
Grade 5 unlic l/hand or l/hand l/w ,c/j	\$23.29	\$8.80	\$13.20
Grade 5 lic t/hand or live line.	\$24.21	\$8.80	\$13.20
APPRENTICES			
Indentured 1st year	\$8.59	\$8.80	\$5.33
Indentured 2 nd year	\$11.18	\$8.80	\$7.02
Indentured 3 rd year	\$15.32	\$8.80	\$9.79
Indentured 4th year	\$17.42	\$8.80	\$11.17
Trainee 1 st year	\$9.61	\$8.80	\$6.00
Trainee 2 nd year	\$12.50	\$8.80	\$7.26
Trainee 3 rd year	\$16.73	\$8.80	\$10.71
Trainee 4th year	\$18.25	\$8.80	\$11.71

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	SCHEDULE A	1	
Rates applying from the first full pay period	on or after 1 Octob	per 2001	277-
Classification	All-Purpose hourly rate	Daily Average Excess Fares Allowance	Daily Average Excess Travel Time
Grade 1	- \$18.29	\$9.20	\$11.10
Grade 2	\$19.27	\$9.20	\$11.80
Grade 3	\$20.23	\$9.20	\$12.50
Grade 4	\$21.20	\$9.20	\$13.20
Grade 5 I/w, c/j or unlicensed electrician	\$22.56	\$9.20	\$13.80
Grade 5 cert of regn or special; class	\$23.06	\$9.20	\$13.80
Grade 5 qual super	\$23.50	\$9.20	\$13.80
Grade 5 unlic l/hand or l/hand l/w ,c/j	\$23.82	\$9.20	\$13.80
Grade 5 lic l/hand or live line.	\$24.76	\$9.20	\$13.80
APPRENTICES			
Indentured 1st year	\$8.79	\$9.20	\$5.60
Indentured 2 nd year	\$11.45	\$9.20	\$7.37
Indentured 3 rd year	\$15.69	\$9.20	\$10.28
Indentured 4th year	\$17.84	\$9.20	\$11.73
Trainee 1st year	\$9.83	\$9.20	\$6.30
Trainee 2 rd year	\$12.80	\$9.20	\$7.62
Trainee 3 rd year	\$17.13	\$9.20	\$11.25
Trainee 4 th year	\$18.69	\$9.20	\$12.30

	CHEDULE A	1	
Rates applying from the first full pay period o	on or after 1 April:	2002	
Classification	All-Purpose hourly rate	Daily Average Excess Fares Allowance	Daily Average Excess Travel Time
Grade 1	\$18.71	\$9.20	\$11.10
Grade 2	\$19.71	\$9.20	\$11.80
Grade 3	\$20.69	\$9.20	\$12.50
Grade 4	\$21.68	\$9.20	\$13.20
Grade 5 I/w, c/j or unlicensed electrician	\$23.07	\$9.20	\$13.80
Grade 5 cert of regn or special; class	\$23.58	\$9.20	\$13.80
Grade 5 qual super	\$24.03	\$9.20	\$13.80
Grade 5 unlic l/hand or l/hand l/w ,c/j	\$24.37	\$9.20	\$13.80
Grade 5 lic I/hand or live line.	\$25.33	\$9.20	\$13.80
APPRENTICES			
Indentured 1st year	\$9.00	\$9.20	\$5.60
Indentured 2 nd year	\$11.73	\$9.20	\$7.37
Indentured 3 rd year	\$16.07	\$9.20	\$10.28
indentured 4th year	\$18.28	\$9.20	\$11.73
Trainee 1st year	\$10.07	\$9.20	\$6.30
Trainee 2 nd year	\$13.11	\$9.20	\$7.62
Trainee 3 rd year	\$17.55	\$9.20	\$11.25
Trainee 4th year	\$19.15	\$9.20	\$12.30

U.E.A.
ENTERPRISE
AGREEMENT
2000-2003





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CLAUSE 1.0 TITLE

This Agreement shall be known as:- THE U.E.A. (at all of it's sites)
ENTERPRISE AGREEMENT, 2000-2003



CLAUSE 2.0 PARTIES BOUND

The following parties are bound to this agreement: -

- The U.E.A. Partnership and Other Partner Companies. Throughout this document the partnership is referred to as the company.
- All persons employed by U.E.A. and it's constitute companies and the representatives of Employees known as UEA Enterprise Agreement Committee. (see Clause 21.0)

CLAUSE 3.0 APPLICATION

This agreement shall apply at the U.E.A. premises at 42 Raws Crescent, Hume A.C.T.

And any new location it may trade from. It will also apply to any of the U.E.A work sites.

CLAUSE 4.0 DURATION

This agreement will take effect from the first pay period after the first day after registration by the NSW Arbitration Commission and will remain in force for a period of three (3) years.



CLAUSE 5.0 THIS AGREEMENT STANDS ALONE

This agreement shall be read and interpreted wholly alone. It will prevail over any other award or agreement. Relevant State Legislation will take precedence in the event of any inconsistency with this agreement.

CLAUSE 6.0 NO EXTRA CLAIMS

U.E.A. and it's employees bound by this agreement will not pursue extra claims on the agreement or outside the agreement, for the duration of the agreement.

Decisions of the Commission, that are agreed by the parties, relevant to this agreement shall be subject to referral and decision by the Commission where there is no agreement.

CLAUSE 7.0 EXPIRATION

The renegotiation of this agreement will commence three months before the expiration of this agreement.

CLAUSE 8.0 INTENT OF THIS AGREEMENT

The intent of this agreement is to: -

Ensure that the Organisational efficiency is the best that can be achieved and that the interests of all the stakeholders

- The principal owners

- The Employees
- The Financers
- The Clients
- The Suppliers
- The Community



are considered and their needs fulfilled.

CLAUSE 9.0 CONTRACT OF EMPLOYMENT

- 9.1 Employees covered by this agreement will be: -
 - 9.1.1: Paid each two weeks by electronic funds transfer to the employee's nominated banking account.
 - 9.1.2: Employees will use their best skills and experience as any project requires, with or without direction, and within limits agreed with the Manager.
 - 9.1.3: An Employee not attending for duty, except when on approved leave, will not be paid.

9.2 <u>INITIAL EMPLOYMENT</u>

Employees will be employed at the commencement of employment for a period of three months regardless of previous skills. All conditions of this agreement apply for the three months of this agreement except where specified differently.

9.3 CASUAL EMPLOYMENT

9.3.1 A casual employee is one engaged and paid as such and shall be paid, per hour, one thirty eighth of the weekly wage agreed upon. This hourly rate shall not be less than the rate for an initial Employee plus twenty (20) per cent. Such

casual Employees should not be employed for a period longer than one (1) month

9.4 TERMINATION OF EMPLOYMENT

The Company may terminate the Employment of any Employee by:-

9.4.1 <u>SUMMARY DISMISSAL ANY EMPLOYEE</u>

For serious misconduct for:

Theft, aberational behaviour at work, violence or other actions considered by immediate work colleagues as unacceptable. In the event of such behaviour being condoned or ignored by work colleagues, an agreement must be reached with the Manager to ensure that there is no repetition of such behaviour.

9.4.2 DISMISSAL OF INITIAL EMPLOYEES

May be at any time during the three months service. Such dismissal should be preceded by advice from the Employee's Manager, of the Employee's failure to meet the agreed standards of performance of behaviour and with two (2) weeks notice.

9.4.3 DISMISSAL OF CASUAL EMPLOYEES

May occur at any time and with forty eight (48) hours notice.

9.4.4 NOTICE OF DISMISSAL OF EMPLOYEES

 however final payment for other than summary dismissal must include all accrued payments plus: -

EMPLOYEES PERIOD OF

PERIOD

CONTINUOUS EMPLOYMENT

NOTICE

- Not more than One (1) year

2 weeks

- More than One (1) year but not more than three (3) years.

3 weeks

 More than three (3) years but not more than five (5) years.

4 weeks

More than five (5) years.

5 weeks

• The period of notice is increased by one (1) week if the Employee is over fifty (50) years of age and has had at least two (2) years continuous service with the Company.

9.4.5 EMPLOYEE NOTICE OF TERMINATION

An Employee must similarly give notice of termination according to the table 9.4.4 advice or failing that forfeit an amount of pay equal to the days of lost notice.

9.4.6 STANDING DOWN OF EMPLOYEES

In the event of a stoppage of work for more than two weeks through any cause outside the control of the Company, the contract of employment may be suspended and the Company's liability for payment shall be suspended for the duration of the stoppage:- provided that two (2) working day's notice shall be given prior to such suspension.

9.4.7 ABANDONMENT OF EMPLOYMENT

The absence of an Employee from work for a continuous period of more than three (3) days without notification shall

be regarded as the Employee's abandonment of employment.

9.5 CALL BACK TO WORK WHEN OFF DUTY

The natures of the work U.E.A undertakes is at all times unpredictable:-

- Ground conditions are always uncertain
- Plant or equipment failure
- Sickness & accidents of Employees.

AND require reorganisations of Employees.

- Employees when called back shall be paid, in addition to any other provisions of this agreement,
- A minimum of four (4) hours at appropriate overtime conditions.
- Agreement conditions for travelling
- Call back time applies from the time of leaving home to the start of next ordinary time.

CLAUSE 10.0 CONFLICT

10.1 BEHAVIOUR CODE

All Employees, when at work, are expected to behave fair, safe and honestly in everything they do. If, however, the Employee does not and is unprepared or unwilling to behave in a fair, safe and honest way a further process will follow.

REFER TO U.E.A. CODE OF CONDUCT. APPENDIX 2

10.2 CONFLICT PROCEDURE.

Any question or dispute arising out of the operation of this agreement and in the actions of Employees or the Company, shall be dealt with as follows:

- The Employee shall refer the dispute to his/her immediate Manager, The latter should resolve the matter referred or refer the matter to a more Senior Manager within forty eight (48) hours.
- If, after forty eight (48) hours the matter is unresolved the Employee may place the matter to a Company Principal.
- The Company Principal and the aggrieved Employee, if in disagreement, must resolve the matter by referral to a third party, eg NSW Arbitration Commission or/& Independent Arbitrator whose decision will be final.

CLAUSE 11.0 HOURS OF WORK

- Shall be thirty eight (38) per week on the job.
- Such hours must be worked between 7.00am and 7.00pm.
 - Where hours exceed eight (8):
 - o Such hours may accrue and be paid fortnightly including the overtime rate.
 - Starting and finishing times may be varied by agreement.
 - All work after eight hours per day will attract a rate per hour:
 - o The first four hours Mon-Fri, time and one half,
 - o AND subsequent hours double time.

o The first four hours on Sat time and one half and subsequent hours at double time.

Enterprise Agreement

Industrial Registrar

- · All hours Sundays and Public holidays:
 - o Double time.
- If work is suspended due to rain, or any cause beyond the Company control eg the client wants a delay, faulty maps or client instructions, 'Force Majure' ie power failure etc. Ordinary hours maybe worked at any time in the week provided that such hours do not exceed thirty eight (38)

 Registered

11.1 SHIFT WORK

The Company operations are essentially directed by our clients. The latter may require work to be completed in such a time frame that requires work after ordinary day working hours. In such a situation the Company may require ordinary hours to be worked:-

SHIFT WORK:

In any eight hour (8) cycle over twenty four (24) hours ie:

- 7.00am to 3.00pm
- 3.00pm to 11.00pm
- 11.00pm to 7.00am

OR any such ordinary hour agreed arrangement eg:

- 7.00am to 5.00pm
 - 7.00am to 7.00pm
 - 3.00pm to 3.00am
 - 3.00am to 3.00pm

and any other mutually agreed ordinary hours arrangement.

Such change in hours can be arranged any day of the week but only with two (2) weeks notice, where such change is for continuous periods. But every effort will be made to minimise such occasions.

The Company for it's part will resort to shift work only when such a requirement has been fully explained to the Employees involved.

WHEN WORKED:-

Registered

- An Employee will be paid in addition to ordinary rates an extra:
 - o 10 % for eight (8) hours-shift commencing after 4.00pm
 - o 15 % for ten (10) hours commencing after 4.00pm.
 - o 20 % for twelve (12) hours commencing after 4.00pm.
- Any Employee after completing any shift must have an equivalent number of hours off shift.

CLAUSE 12.0 MEAL AND TEA BREAKS

In any eight hour shift the following paid time will be allowed by agreement with the Employee's Manager: -

- Tea break AM 15 minutes
- Lunch break 30 minutes

Such breaks will also be available during overtime.

CLAUSE 13.0 ACCOMMODATION AND TRAVELLING

Any Employee working over 130kms from his/her home shall be paid:-

- o Travelling allowance and
- o Accommodation arranged by the Manager.

CLAUSE 14.0 JOB CLASSIFICATIONS, TRAINING

U.E.A. work activities, operating skills and training evaluation

INSERT MARK'S PROPOSAL

PLUS

Enterprise Agreement

- Training will essentially be on the job but will also include some training room learning-
 - In 'house' or
 - External
- Payment for all training will be at ordinary ie base, rate of pay. Employees must pay any fees for legally required licenses and ensure that they are current.

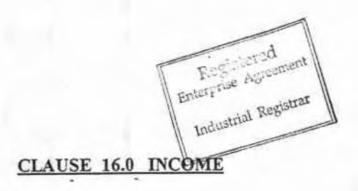
14.1 EVALUATION APPEAL

Where an Employee disagrees with a training evaluation, he/she may appeal the decision. The appeal will be examined by: -

- An Appeal group consisting of:
- The operations Manager
- Training Co-ordinator
- A Project Manager (Excluding the Appellants immediate Manager)

AND THEIR DECISION IS FINAL.

CLAUSE 15.0 UEA WORK ACTIVITIES, OPERATING SKILLS AND TRAINNING EVALUATION METHODS



16.1 PRINCIPLES.

Income will be measured by:-

- a. Skills on the job and acquisition of new skills.
- b. Experience on the job
- c. Ability to:
 - i. Operate to designated quality standards
 - ii. Problem solve
 - iii. Create solutions (innovate)
 - iv. Learn & translate to 'doing'
 - v. Take initiatives-consult before you do.
 - vi. Willingness to learn
 - vii. Seek and take advice
 - viii. Pass skills and information to others.
 - ix. Know & instruct others of the need for safety-the Laws/Occupational Health/Safety.
 - x. Communicate to others:
- d. Input from those you work with
- e. Who look to you for :-
 - learning

leadership

- Direction.

- f. Those who need to know what:
 - o Your decisions are
 - o What you are doing
 - o How things can be improved.

16.2 INCOME STANDARDS WILL BE DETERMINED BY:

- 16.2.1 Those statements in 'Measured By 'or or all employees-
 - Community Standards for similar work.
 - The Company's ability to pay.

16.3 RATES OF PAY PER WEEK AND PAID EACH TWO (2) WEEKS

MANAGEMENT DISCRETION

Level	One		(1)	 \$
Level Two		(2)		\$
Level Three		(3)		\$
Level Four		(4)		\$
Level Five		(5)		\$
Level Six		(6)		\$

16.4 COST OF LIVING ADJUSTMENT

At the end of each financial year when annual cost of living increases are published, rates of pay will increase by the same percentage.

16.5 <u>DEDUCTIONS FROM PAY</u>

UEA will deduct from any Employee wage or salary when authorise the following in writing by the Employee for:



- All legal requirements

- Social Club or other 'in house 'activities'

Advance on wage

CLAUSE 17.0 LEAVE - PAID AND UNPAID

17.1 PREAMBLE

All Leave is a right, but all rights carry responsibilities:-

The Company prefers it's Employees to:-

- Exercise their Family and recreational obligations and

needs.- To protect their own health and that of work colleagues.

- To meet any lawful or agreed other requirements.

- To use all their leave available in the terms outlined in consultation and agreement with their Manager.

17.2 ANNUAL LEAVE

Annual leave will be in accordance with the NSW Annual Leave Act except that: -

The provision of twenty (20) days per year will be available any time, once accrued in full or part by agreement with the Employees Manager.

17.3 LONG SERVICE LEAVE

Long Service Leave will be in accordance with the NSW Long Service Act except that:

The provision of thirteen (13) weeks for fifteen (15) years service may be taken at the rate of eight (8) days per year in full or part

UEA WORK ACTIVITIES, OPERATING SKILLS AND TRAINING EVALUATION
METHODS

Work activities currently undertaken by UEA and associated companies include the following primary operations areas.

- 1 Directional drilling
- 2 Thrust boring
- 3 Civils construction
- 4 Pipe cracking
- 5 Jointing
- 6 Workshop
- 7 Office
- 8 Specialised communications

Skill levels associated with working in each of these areas of operation require specific job training and achievement of competency in various activities. Skills required for each area of operation are listed and alternative evaluation methods are outlined. These require further consideration and discussion to assist judging where existing employees fit and when employees are ready to move up to the next competency level.

1.1 Evaluation of Operating Skills

Movement through Levels 6 to 2 is based on skills learned to a satisfactory level. An operator gains points after successful evaluation. In order to pass the evaluation and attain the next level an operator must gain a minimum of 3 points for every criteria listed for each level and serve a minimum length of time at each preceding level.

Partial points may be gained in each skill on the following basis:

- a) 1 point the employee has a basic understanding of the activity and can identify equipment.
- b) 2 points the employee can run the area most of the time without assistance and demonstrates willingness in all criteria.
- c) 3 points the employee is competent in all criteria.

Level 2 employees are eligible for advancement to Level 1 based on the following criteria:

Employee's judgement, maturity, motivation, attendance record, commitment to undertake and provide to others, training in whatever jobs and tasks may be required, commitment and competence to perform tasks allotted, including management of the work environment, organisation of their job and that of others, require a minimum of supervision to work safely and productively and accept responsibility in training and/or overseeing the work and safety of others.

1.2 Method of Evaluation

Evaluations shall be undertaken by a team comprised of

Operations Manager
Project Manager
Crew Leading Hand or,
Level 1 or Level 2 employees in that activity

The evaluation will include the formal 240 hours evaluation as well as review of the operator's performance throughout the whole period. Attitude and attendance will also be taken into account in evaluations. Before an operator advances to the next level, a final skill evaluation must be done, to ensure that multiskilling does take place. The purpose of evaluations is to ensure that operating standards are maintained. The evaluation is a formal measure and recognition of operating skills.

1.3 Training Guidelines

Level Structure

On completion of each level, the employee will be assessed and if performance is satisfactory, will advance to the next level.

1.3.1 Directional Drilling

Level 6 – period minimum 3 months

All new employees on Level 6 will commence training in basic civils construction processes. Upon completion of this level, an employee will be eligible to advance to level 5. A basic knowledge of the following will be required:

- Reading utility drawings (aided)
- Drill set up (aided)
- Placement of traffic management signage
- Familiarisation with drilling process
- Basic drill operation
- Ability to communicate, learn and mix with fellow workers

Level 5 - period 12 months

During this period, the employee will continue to advance his/her knowledge of all drilling operations. Each duty will be evaluated during the progress of the 12-month period. On completion of the final skill, evaluation the operator will advance to level 4. It is expected that the employee would be capable of/have:

- Operating a 16x20/24x40 or equivalent sized machine
- Reading utility plans and locate services (unaided)
- Unloading and setting-up drill (unaided)
- Connecting pipe, remove reamers and bits, etc
- Mixing polymer and bentonite
- Reading construction plans provided
- Understanding bore planning and tracking
- Tracking an easy bore route
- A class 3 heavy license
- Basic machinery maintenance
- PE pipe welding
- A positive attitude towards the company and fellow workers

- The ability to converse with fellow workers
- A low non-conformance rate
- Basic problem solving

Level 4 - period 12 months

Employees on Level 4 will be required to continue their multiskilling and gain experience in those areas previously achieved. On completion of the final skill evaluation, the employee advances to level 3. It is expected that an employee will be capable of /have:

- Operating D50x100 or equivalent sized machine
- Operating mud cleaning system
- Tracking and recording drill path on all kinds of bore routes
- Completing OH&S paperwork
- Completing QA paperwork, hand in on time and is correct
- Basic client liaison
- The ability to motivate fellow workers
- A high quality of work with very few/no non-conformances
- Complete work in a timely manner
- A class 3 heavy rigid license
- A full understanding of all relevant standards

Level 3 - period minimum 12 months

Employees on level 3 will be fully capable of operating and running a directional drill on a stand-alone basis. Skills previously achieved will be monitored and it would be expected that they would be improved. It is expected that the employee will be capable of/have:

- Class 5 license
- Improved client liaison
- Handing in completed work packages
- Organising drill crews to work effectively and efficiently
- Training crew members
- Advanced problem solving
- Improved machine maintenance
- The ability to manage and motivate fellow workers
- Commitment to quality and low level of non-conformances
- Bore design
- Supervision of subcontractors
- Understanding and adopting relevant procedures

Level 2 - period variable

Employees on level 2 are expected to continue to apply their multiskilling capabilities in those areas where training has taken place. It is expected that an employee in this position would be capable of/have:

- Holding tool box talks on a regular basis
- Site visits for quoting purposes
- Meeting required targets for crews
- A continued commitment to quality
- Continuing to organise and manage crew more effectively
- Liasing with project manager and providing all relevant documentation
- A knowledge and understanding of other UEA work areas will be essential. It
 would be expected that he/she would be capable of installing new pits, cable



hauling and installation of conduit as well as being able to assist with operation of pipe cracking machinery and the processes involved

- Basic project management of schemes orientated around their skills will be required
- Advanced bore design
- Managing of sub contractors

Level 1 - period variable

Employees on Level 2 are eligible for advancement to this level based on the employee's judgement, maturity, motivation, attendance record, commitment to undertake and provide to others, training in whatever jobs and tasks may be required, commitment and competence to perform tasks allotted to them including management of the environment, organisation of their job and that of others, require a minimum of supervision to work safely and productively, and accept responsibility in training and/or overseeing the work and safety of others. Temporary project management of schemes may be required at specific times.

1.3.2 Thrust Boring

Level 6 - period minimum 3 months.

All new employees on Level 6 will commence training in basic civil construction processes. Upon completion of this level an employee will be eligible to advance to level 5. A basic knowledge of the following will be required:

- Read utility plans (aided)
- Location of existing services by hand
- Read construction plans (aided)
- Understand pipeline construction processes
- Launch pit construction in new location(aided)
- General backfill and restoration process (aided)
- Loading and unloading pipes and augers (aided)
- Drill set up
- Placement of traffic management signage
- Familiarisation with boring process
- Basic drill operation (aided)
- Ability to communicate, learn and mix with fellow workers

Level 5 - period 12 months.

During this period, the employee will continue to advance their knowledge/skills of civil construction. Each duty will be evaluated during the progress of the 12-month period. On completion of the final skill evaluation the operator advances to Level 4. It is expected that the employee would be able to:

- Read utility plans and locate services (unaided)
- Read and understand construction plans and job (unaided)
- Supervise/explain launch pit construction in new location (unaided)
- Unloading and setting up of rails, rig, pipe and augers on level in launch pit (unaided)
- Basic boring machine operation (unaided)
- Installation of carrier pipes on grade inside steel sleeve (aided)
- Grout carrier pipes (aided)
- Erection and removal of safety fencing (unaided)
- Backfilling and reinstating work areas (unaided)

Registered

- Basic problem solving
- Basic machinery maintenance

- A positive attitude towards the company and fellow workers

 The ability to converse with fellow workers

 A low non-conformance rate

Level 4 - period 12 months.

Employees on Level 4 will be required to continue their multiskilling and gain experience in those areas previously achieved. He/she remains on Level 4 activities as much as possible during the first 6 months depending on operational needs. On completion of the final skill evaluation, it is expected that an employee will advance to Level 3 and be capable of the following:

- Operating thrust boring machinery
- Installing pipes of all sizes on grade
- Installation of carrier pipes on grade inside steel sleeve
- Set up and grout carrier pipes
- Machinery maintenance
- Basic client liaison
- The ability to motivate fellow workers
- Complete work in a timely manner
- Completing OH&S paperwork
- Completing QA paperwork, hand in on time and is correct
- A class 3 heavy rigid license
- A commitment to quality and low level of non-conformance
- A full understanding of relevant standards

Level 3 - period minimum 12 months.

Employees on Level 3 will be fully capable of operating and running a drill crew on a stand alone basis. Skills previously achieved will be monitored and it would be expected that they would be improved. It is expected that an employee will be capable of /have:

- Pipe jacking operations (aided)
- Pipe ramming operations (aided)
- A class 5 license
- Improved client liaison
- Handing in completed work packages
- Organising drill crews to work efficiently and effectively
- Training crew members
- Advanced problem solving
- Improved machine maintenance
- The ability to manage and motivate fellow workers
- Supervision of sub contractors

Level 2 - period variable

Employees on Level 2 are expected to continue to apply their multiskilling capabilities in those areas where training has taken place. It is expected that an employee in this position would be capable of/have:

- Carrying out pipe jacking operations (unaided)
- Carrying out pipe ramming operations (unaided)

- Operating large bore head machine

- Holding tool box meetings on a regular basis and record them

- Site visits for quoting purposes

- Meeting required targets for crews under their supervision

- A continued commitment to quality

- Continuing to organise and manage crews efficiently and effectively
- Liaison with project manager and provision of all relevant documentation
- Knowledge and understanding of other UEA work areas will be essential. It
 would be expected that he/she would be capable of setting up and operating a
 directional drill, hauling cable, pit installation and be able to assist with operation
 of pipe cracking machinery and understand the processes involved
- Basic project management of schemes orientated around their skills will be required
- Managing sub contractors

Level 1 - period variable

Employees on Level 2 are eligible for advancement to this level based on the employee's judgement, maturity, motivation, attendance record, commitment to undertake and provide to others, training in whatever jobs and tasks may be required, commitment and competence to perform tasks allotted to him/her including management of the environment, organisation of the job and that of others, require a minimum of supervision to work safely and productively, and accept responsibility in training and/or overseeing the work and safety of others.

1.3.3 Civil construction (pit, pipe & ploughing)

Level 6 - period minimum 3 months.

All new employees on Level 6 will commence training in basic civil construction processes. Upon completion of this level an employee will be eligible to advange to level 5. A basic knowledge of the following will be required:

- Location of services by hand
- Installation of pipe (aided)
- General backfill and restoration process (aided)
- Read utility plans (aided)
- Pit installation in Greenfield site/new location(aided)
- Ability to communicate, learn and mix with fellow workers
- Load and unload cable drums (aided)

Level 5 - period 12 months.

During this period, the employee will continue to advance their knowledge/skills of civil construction. Each duty will be evaluated during the progress of the 12-month period. On completion of the final skill evaluation the operator advances to Level 4. It is expected that the employee would be capable of/have:

- Reading utility plans and locate services (unaided)
- Installing pit in new location (unaided)
- Installing pit in existing location (aided)
- Installing 2 pr enclosures
- Loading and unloading cable drums (unaided)
- Cable hauling up to 200 pr (aided)
- Reading and understanding construction plans (aided)
- Basic problem solving

- Fence removal and erection
- Setting-up zero-tension plough (aided)
- Wind off, wind on process (aided)
- Understand problems of cable motion whilst ploughing
- Backfilling and reinstating work areas (unaided)
- Operating cable winch (unaided)
- A positive attitude towards the company and fellow workers
- A low non-conformance rate
- Basic machinery maintenance
- Confined space entry ticket

Level 4 - period 12 months.

Employees on Level 4 will be required to continue their multiskilling and gain experience in those areas previously achieved. He/she remains on Level 4 activities as much as possible during the first 6 months depending on operational needs. On completion of the final skill evaluation, it is expected that an employee will advance to Level 3 and be capable of the following:

- Being fully conversant with all civils installation
- Installing pits of all sizes in new or existing locations
- Basic client liaison
- The ability to motivate fellow workers
- Complete work in a timely manner
- Completing OH&S paperwork
- Completing QA paperwork, hand in on time and is correct
- A class 3 heavy rigid license
- A high quality of work with very few/no non-conformances
- A full understanding of relevant standards
- Manhole construction (aided)

Level 3 – period minimum 12 months.

Employees on Level 3 will be fully capable of operating and running a civils crew/plough on a stand- alone basis. Skills previously achieved will be monitored and it would be expected that they would be improved. It is expected that an employee will be capable of /have:

- A class 5 license
- Improved client liaison
- Handing in completed work packages
- Organising crews to work efficiently and effectively
- Training crew members
- Advanced problem solving
- Improved machine maintenance
- The ability to manage and motivate fellow workers
- A commitment to quality and low level of non-conformance
- Supervision of sub contractors
- Manhole construction (unaided)

Level 2 - period variable

Employees on Level 2 are expected to continue to apply their multiskilling capabilities in those areas where training has taken place. It is expected that an employee in this position would be capable of/have:

- Holding tool box meetings on a regular basis and record them
- Site visits for quoting purposes

- Meeting required targets for crews under their supervision
- A continued commitment to quality
- Continuing to organise and manage crews efficiently and effectively
- Liaison with project manager and providing all relevant documentation
- Knowledge and understanding of other UEA work areas will be essential. It
 would be expected that he/she would be capable of setting up and operating a
 mid-range directional drill unaided and be able to operate pipe cracking
 machinery and the processes involved etc
- Basic project management of schemes orientated around their skills will be required
- Managing sub contractors

Level 1 - period variable

Employees on Level 2 are eligible for advancement to this level based on the employee's judgement, maturity, motivation, attendance record, commitment to undertake and provide to others, training in whatever jobs and tasks may be required, commitment and competence to perform tasks allotted to them including management of their environment, organisation of the job and that of others, require a minimum of supervision to work safely and productively, and accept responsibility in training and/or overseeing the work and safety of others.

1.3.4 Pipe-Cracking

Level 6 - period minimum of 3 months

All new employees on level 6 will commence training in basic pipe-cracking operations. Upon completion of this level, an employee will be eligible to advance to level 5. A basic knowledge of the following will be required:

- Reading utility drawings
- Location of existing services
- Read construction plans
- Understand construction processes
- Backfill and reinstate work areas
- Ability to communicate, learn and mix with fellow workers

Level 5 - period 12 months

During this period, the employee will continue to advance their knowledge of all drilling operations. Each duty will be evaluated during the progress of the 12-month period. On completion of the final skill evaluation the operator will advance to Level 4. It is expected that the employee would be capable of/have:

- Setting up the cracking head
- Operating the cracking head
- Breaking out manholes
- Operating the winch
- Trench shoring
- Electro fusion welding
- Sewer tie connection
- Excavating launch and receipt pits
- Excavating ties and back to boundary
- Butt fusion pipe welding
- Fence removal and erection

- Rasic machine maintenance
- A class 3 medium rigid
- Confined space training & paperwork
- A positive attitude towards the company and fellow workers

Level 4 – period 12 months

Employees on Level 4 will be required to continue their multiskilling and gain experience in those areas previously achieved. On completion of the evaluation the amplement experience in those areas previously achieved. On completion of the final skill evaluation, the employee advances to Level 3. It is expected that an employee will be capable of /have:

- Problem solving (basic)
- A class 3 heavy rigid license
- A high quality of work with very few/no non-conformances
- The ability to motivate fellow workers
- Complete work in a timely manner
- Completing QA paperwork, hand in on time and is correct
- Basic client & customer liaison
- A full understanding of relevant procedures
- Manhole repairs
- Managing CCTV work
- Completing OH&S documentation
- Pit and pipe installation (new locations)

Level 3 – period minimum 12 months

Employees on level 3 will be fully capable of operating and running a pipe cracking crew on a stand-alone basis. Skills previously achieved will be monitored and it would be expected that they would be improved. It is expected that the employee will be capable of/have:

- A class 5 license
- Improved client liaison
- Handing in completed work packages
- Organising cracking crews to work efficiently and effectively
- Training crew members
- Advanced problem solving
- Improved machine maintenance
- The ability to manage and motivate fellow workers
- A commitment to quality and low level of non-conformances
- Understanding and adopting relevant procedures
- Pit and pipe installation (over existing unaided)
- Cable hauling up to 200pr (unaided)
- Supervision of sub contractors

Level 2 – period variable

Employees on level 2 are expected to continue to apply and improve their multiskilling capabilities in those areas where training has taken place. It would be expected that an employee in this position would be capable of/have:

- Holding toolbox talks on a regular basis
- Site visits for quoting purposes
- A continued commitment to quality
- Meeting required targets for crews

Organising and manage crew more effectively

- Liasing with project manager and providing all relevant documentation

A knowledge and understanding of other UEA work areas will be essential. It
would be expected that he/she would be capable of installing pits, conduit and
cable of all sizes. A general understanding of drill operation will also be required.

Basic project management of schemes orientated around their skills will be

required

Managing of sub contractors

Level 1 - period variable

Employees on Level 2 are eligible for advancement to this level based on the employee's judgement, maturity, motivation, attendance record, commitment to undertake and provide to others, training in whatever jobs and tasks may be required, commitment and competence to perform tasks allotted to them including management of their environment, organisation of the job and that of others, require a minimum of supervision to work safely and productively, and accept responsibility in training and/or overseeing the work and safety of others. Temporary project management of schemes may be required at specific times.

1.3.5 Cable Jointing

Level 6 - period minimum of 3 months

All new employees on level 6 will commence training in basic pipe-cracking operations. Upon completion of this level, an employee will be eligible to advance to level 5. A basic knowledge of the following will be required:

- Reading utility drawings
- Location of existing services
- Read construction plans
- Understand construction and jointing process
- Install a 2pr enclosure
- Ability to communicate, learn and mix with fellow workers

Level 5 - period 12 months

During this period, the employee will continue to advance his/her knowledge of all jointing operations. Each duty will be evaluated during the progress of the 12-month period. On completion of the final skill evaluation the operator will advance to Level

4. It is expected that the employee would be capable of/have:

- Cable hauling up to 200pr
- Fibre hauling
- Operating a winch
- Installing a pit at a new location
- Installing conduit (basic)
- Copper cable jointing up to 200pr (dead)
- Understanding of relevant procedures
- Basic machine/equipment maintenance
- Confined space training & paperwork
- A positive attitude towards the company and fellow workers
- The ability to converse with fellow workers

Employees on Level 4 will be required to continue their multiskilling and gain experience in those areas previously achieved. On completion of the final skill evaluation, the employee advances to Level 3. It is expected that an employee will be capable of /have:

- Problem solving (basic)

- Cable installation using plough techniques (basic)
- A high quality of work with very few/no non-conformances
 The ability to motivate fellow workers
 Complete work in a timely manner
 Completing QA papers

- Basic client & customer liaison
- A full understanding of relevant procedures
- Completing OH&S documentation
- Cable hauling over 200pr

Level 3 – period minimum 12 months

Employees on level 3 will be fully capable of operating and running a pipe cracking crew on a stand-alone basis. Skills previously achieved will be monitored and it would be expected that they would be improved. It is expected that the employee will be capable of/have:

- Copper cable jointing up to 1200pr (dead)
- Copper cable jointing up to 800pr (live)
- Cable installation using plough techniques (intermediate)
- Problem solving (advanced)
- Improved client liaison
- Handing in completed work packages
- Working efficiently and effectively
- A good attitude towards fellow workers and the company
- A commitment to quality and low level of non-conformances
- Understanding and adopting relevant procedures
- Seal the can work
- Operating a 12 machine
- Exchange work (basic)
- Completion of NPAMS records
- Training of new crew members

Level 2 - period variable

Employees on level 2 are expected to continue to apply and improve their multiskilling capabilities in those areas where training has taken place. It would be expected that an employee in this position would be capable of/have:

- Holding toolbox talks on a regular basis
- Copper jointing up to and over 1200pr (dead)
- Copper jointing up to 1200pr (live)
- Exchange work (Advanced)
- Improved client liaison
- Site visits for quoting purposes
- A continued commitment to quality
- Meeting required targets for crews
- Organising and manage crew more effectively
- Liasing with project manager and providing all relevant documentation

A knowledge and understanding of other UEA work areas will be essential. It would be expected that he/she would be capable of installing pits, conduit and cable of all sizes. A general understanding of drill operation will also be required.

Basic project management of schemes orientated around their skills will be Industrial Registrat

required

Managing of sub contractors

Level 1 - period variable

Employees on Level 2 are eligible for advancement to this level based on the employee's judgement, maturity, motivation, attendance record, commitment to undertake and provide to others, training in whatever jobs and tasks may be required, commitment and competence to perform tasks allotted to them including management of the environment, organisation of their job and that of others, require a minimum of supervision to work safely and productively, and accept responsibility in training and/or overseeing the work and safety of others. Other areas to be covered in this level would be:

- Fibre splicing
- Exchange work (Technician level)
- Project management as required
- Continued commitment to all other skill areas listed in the different levels

Guidelines for Timing of Level Changes 1.4

Employees moving through the training program quicker than the time specified are subject to the following provisions -

- An employee must serve at least half of the time in any activity. 1.4.1
- The employee must pass the area evaluation and maintain proficiency in 1.4.2 all criteria from previous levels.
- Operators who have prior experience that can be verified can advance in 1.4.3 that activity as soon as they pass the evaluation and show they have the required skills for each level.
- No employee may receive a level change based on time alone and no 1.4.4 level change may occur until an employee obtains and demonstrates the required skills.
- All employees will be given the opportunity to achieve skills in Levels 6 to 1.4.5 3 within their relevant department in a maximum of 4 years, providing all evaluations are passed.
- Employees who fail their evaluation may be taken from that area and 1.4.6 assigned another activity. If he/she again fails again, then his/her position in the Company will be reviewed.
- Time spent in an aborted activity will not count in regard to level changes. 1.4.7

LEVEL 6

Status summary Summary of training End result Time

LEVEL 5

Status summary Summary of training End result Time

LEVEL 4

Status summary Summary End result Time

LEVEL 3

Status summary Summary of training End result Time

LEVEL 2

Status summary Summary of training End result Time

LEVEL ONE

Inexperienced Knows level 6 operating skills
3 months

Knows level 6 operating skills
Learns other operating skills
Knows all level 5 operating skills
The skills of the skills operating skills
The skills operating skills operating skills
The skills operating skills operating skills
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The skills operating s

Knows level 5 operating skills Learns other operating skills Knows all level 4 operating skills 12 months

Knows level 4 operating skills Learns other operating skills Knows level 3 operating skills 12 months

Knows all level 3 operating skills Learns advanced operating skills Knows level 2 operating skills Variable

Employees on Level 2 are eligible for advancement to this level based on the employee's judgement, maturity, motivation, attendance record, commitment to undertake and provide to others, training in whatever jobs and tasks may be required, commitment and competence to perform tasks allotted including management of work environment, organisation of own job and that of others, require a minimum of supervision to work safely and productively, accept responsibility in training and/or overseeing the work and safety of others.

1 Directional Drill Rig

Read utility plans Read construction plans Understand drill process Basic drill operation Work attitude Willingness to learn Mix polymer and bentonite Bore planning Track bore path (easy) Track bore path (intermediate) Track bore path (difficult) Class 3 heavy rigid Class 3 medium rigid Class 5 semi PE welding Non-conformance rates Problem solving (basic) Problem solving (advanced) Understanding and adopting relevant standards Management of crews Locate existing service utilities Unload and set up drill Operate 10S Operate 16 x 20 Operate 24 x 40 Operate D50 Operate mud-cleaning system Design bore path Connect pipes, remove reamers, bits, etc Complete work in a timely manner Complete all QA/OH&S/JSA documentation Training of crew members Motivation Hold toolbox talks Site visits for quoting purposes

2 Thrust Boring

Project management Machinery maintenance

Read utility plans
Locate existing utilities
Read construction plans
Understand construction processes
Operate crane, unload and set up drill
Operate boring machine
Operate 20 tonne excavator
Cut and weld pipes
Install and grout carrier pipes on grade
Complete work in a timely manner



Complete all QA/OH&S/JSA documentation

Basic pit & pipe installation

Work attitude

Willingness to learn

Class 3 medium rigid

Class 3 heavy rigid

Class 5 semi

Non-conformance rates

Problem solving (basic)

Problem solving (advanced)

Understanding and adopting relevant procedures

Management of crews

Training of crew members

Motivation

Hold toolbox talks

Site visits for quoting purposes

Project management

Locate existing service utilities

Cable hauling

Backfill and reinstate

Load and unload pipes and augers

Machinery maintenance

Fence removal and erection

Client liaison

Project management

Confined spaces

3 Civils construction (pit, pipe and ploughing)

Read utility plans

Read construction plans

Understand construction processes

Pit & pipe installation (basic)

Pit & pipe installation (intermediate)

Pit & pipe installation (advanced)

Work attitude

Willingness to learn

Class 3 medium rigid

Class 3 heavy rigid

Class 5 semi

Non-conformance rates

Problem solving (basic)

Problem solving (advanced)

Understanding and adopting relevant procedures

Management of crews

Training of crewmembers

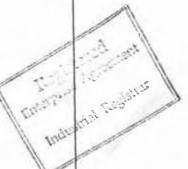
Motivation

Hold toolbox talks

Site visits for quoting purposes

Project management

Locate existing service utilities



Cable hauling up to 200pr Cable hauling over 200pr Back fill and reinstate Load and unload cable drums install 2pr enclosures Machinery maintenance Fence removal and erection Set-up zero-tension plough Wind-on, wind-off process Cable motion on plough Client liaison Fibre hauling Winch operation Complete work in a timely manner Complete all QA/OH&S/JSA documentation Project management Confined spaces

4 Jointing

Read construction plans Locate existing utilities Cable hauling up to 200pr Cable hauling over 200pr Winch operation Fibre hauling Copper cable jointing up to 200pr (dead) Copper cable jointing up to 800 pr (dead) Copper cable jointing up to 1200pr (dead) Copper cable jointing over 1200pr (dead) Copper cable jointing up to 200pr (live) Copper cable jointing up to 800pr (live) Copper cable jointing up to 1200pr (live) Copper cable jointing over 1200pr (live) Pit installation (new location) Conduit installation (basic) Cable installation using plough techniques (basic) Cable installation using plough techniques (intermediate)

Willingness to learn
Problem solving (basic)
Problem solving (advanced)
Understanding of relevant standards
Exchange work
Seal the can
12 machine operations

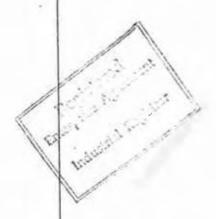
Fibre jointing
Other accreditations

Work attitude

Complete work in a timely manner

Complete all QA/OH&S/JSA documentation

Experience Qualifications



Completion of NPAMS records
Hold toolbox talks
Machinery and tool maintenance
Training of crewmembers
Motivation
Project management
Site visits for quoting purposes
Client liaison
Confined spaces

5 Pipe Cracking

Read utility plans

Read construction plans

Locate existing services

Understand construction processes

Pit & pipe installation (basic)

Pit & pipe installation (intermediate)

Work attitude

Willingness to learn

Class 3 medium rigid

Class 3 heavy rigid

Class 5 semi

Non-conformance rates

Problem solving (basic)

Problem solving (advanced)

Understanding and adopting relevant procedures

Management of crews

Training of crew members

Motivation

Hold toolbox talks

Site visits for quoting purposes

Project management

Confined spaces

Backfill and reinstate

Machinery maintenance

Fence removal and erection

Client & customer liaison

PE pipe welding

Complete work in a timely manner

Complete all QA/OH&S/JSA documentation

Dig up requirements

Set up pipe, hoses, etc.

Winch operation

Cracking head set up, operation and job setup

Manhole breakout

Manhole repairs

Complete all QA/OH&S/JSA documentation

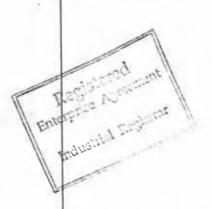
CCTV inspections

Trench shoring

Plumbing license

Electrofusion welding

Sewer tie connection



6 Workshop

General mechanical skills
Fitting
Welding
Machining – lathe, mill
Fabrication
Hydraulic knowledge
Fork lift

7 Office

Typing
Office procedures
Network management
Excel software
Word software
MYOB
Filing
Complete all QA/OH&S/JSA documentation

Complete all QA/OH&S/JSA documentation

8 UEA Communications

Network management Technical understanding of communications industry Complete all QA/OH&S/JSA documentation

Additional skills may be obtained by operators gaining Competency Certificates for the following:

Backhoe
Mini excavator
Bobcat
Hiab
Forklift
Tip truck
Welding and Oxy cutting
First aid
Track awareness
Traffic Control
Austel licence



by agreement with the Employees Manager, after five years of service.

17.4. COMPASSIONATE LEAVE

All Employees will be allowed two days leave per annum in the event of the death or near death of a person in a close relationship. Such leave must be by agreement with the Employee's Manager.

17.5 SICK LEAVE

- Service:
 1.1.A. At the rate of ten days per annum ie A maximum of 2.4 days.
- Shall be for Employees with over three months of at the rate of ten (10) days per annum.
 - In the event of sick leave absence of more than two consecutive days the Employee's Manager may require a Doctor's Certificate.
 - All sick leave may other wise be taken by mutual agreement with the Employee's Manager.
 - 17.5.5 Except for annual leave and long service leave all other leave is not cumulative.

17.6 JURY SERVICE

Any Employee called for Jury service should meet the Obligation. However: -

Should the Employee's Manager decide that the project in which the Employee is involved is critical to the Company, both may agree that the Company may seek exemption for the Employee. But the Employee's decision is final.



17.7 ARMED FORCES LEAVE

Shall be agreed to a maximum of four (4) weeks per annum.

17.8 MATERNITY & PATERNITY LEAVE

All Employees will be entitled to unpaid leave for: -

• FEMALE EMPLOYEES

- o Eight weeks prior to confinement and
- o Twelve weeks subsequent to birth
- o On resuming work conditions and duties must be at least those prevailing when taking leave.

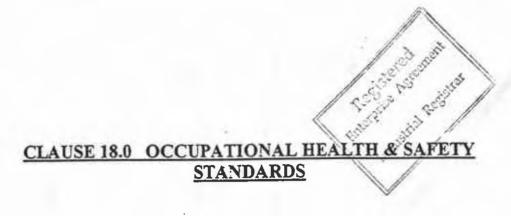
MALE EMPLOYEES

- o One week prior to confinement and
- o Two weeks subsequent to birth.

17.9 **LEAVE**

17.9.1 PUBLIC HOLIDAYS

- Will be those days proclaimed in the State or Territory in which the Employee is working at the time of the Holiday. However, the total number of days per year must not exceed those of the State in which the Employee
- residemployee by agreement with his/her Manager may substitute a gazetted holiday for another date.



U.E.A. is committed to safe and secure workplace. The Company does not want its employees injured or threatened by work site conditions. To this end the Company will diligently observe any rules, regulations and standards, State, Federal or those determined by the employees who may seek additional protection in particular:-

- The company will enforce the Health and Safety Standards of the company
- The Occupational Health and Safety Act 1993, (NSW) in, at least, its minimum terms
 - All employees will receive training in order to understand their own and the company's legal obligations and;
- The company's additional requirements.

CLAUSE 19.0 PROTECTIVE EQUIPMENT

- Appropriate legal and additional safety equipment will be provided at the company's cost.
- Such equipment must be used as directed or disciplinary action may follow.

CLAUSE: 20.0 CONTRACTORS

- Contractors are used from time to time by the Company to: -
- Supplement the normal operations
- Undertake repair/modifications to plant whether
 - o Under warranty/contract, purchase or lease
 - Perform specialised work or services
 - o Provide new plant or equipment
- Train UEA Employees in the operation, maintenance, or repair of contractors plant or equipment and in training on any other activity.
 - All Contractors will be required to work to current state safety and industrial rules and regulations on any UEA site in any State or Territory.

CLAUSE: 21.0 U.E.A. ENTERPRISE AGREEMENT COMMITTEE

UEA understands from it's Employees their decision to represent their own needs and negotiate their goals through:-

- A Committee of Employees in total to a maximum of eight (8) elected from:
 - o Administrative and Clerical
 - o Directional Drilling
 - o Thrust Boring
 - o Pit & Pipe
 - o Jointing
 - o Cable Ploughing
 - o Pipe Cracking
 - o Specialised Communications.
- Shall Represent the needs of all Employees in the substance, conditions and intent of this agreement.

- Another Committee of Employees, in total of six (6) elected from
 - o Management Two (2) and
 - o Other Employees Four (4)

Shall meet to determine all matters that arise from this agreement.

Where agreement cannot be reached a person outside the Company may be retained to mediate, ie help the Committee to identify common ground, Conciliation and /or arbitration may follow, by agreement, from the mediator or the NSW Conciliation & Arbitration Commission.

CLAUSE: 22.0 REDUNDANCY

- Redundancy is not envisaged.
- However, if redundancy should become an economic necessity the following factors will apply at management discretion:
 - o Employees with the shortest service and least experience will be the first redundant.
 - o Any Employee will be paid, in addition to other termination benefits.
 - Two (2) weeks ordinary pay for each year of service after five (5) years of service
 - Four (4) weeks ordinary pay for each year of service after ten (10) years of service.

CLAUSE: 23.0 SUPERANNUATION

23.1 PRINCIPLES

- The Superannuation Fund must:
 - o Deliver to Employees each six (6) months a statement showing:-
 - The Employers Contribution
 - The Employees Contribution
- The conditions of the funds
- The investment of the funds
- The connections or relevance of any other funds, superannuation or otherwise.

Failure by the Superannuation Fund to meet the principles outlines within a six (6) month period, entitles the members of the fund to cancel the contract and transfer the funds, with interest and any charges, to other, agreed with Employees, Financial arrangements

CLAUSE 24.0 CONFIDENTIALITY

For the purposes of this Agreement, "Confidential Information "means any information whether oral, written electronic or any other form which is made available by UEA or its agents, subsidiaries or related companies, which relates to UEA's business, services, machinery, techniques, specifications, designs, methods of operation, research and information, including but not limited to contract proposals, tenders, marketing plans, suppliers, client lists and pricing methods as well as it's personnel and organisational data.

A. The Employee acknowledges that during the course of employment with UEA and access to UEA's client, he/she may become acquainted with or have access to Confidential Information, and agrees to maintain the

SIGNATORIES 36. Signed for and on behalf of UEA Pty Ltd Witnessed Signature **Print Name Print Name** Signed for and on behalf of the Electrical Trades Union of Australia, New South Wales Branch Signature **Print Name** Print Name 23.5.01 Date