

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/321

TITLE: Dapto Electrical Services Pty Ltd Enterprise Agreement

I.R.C. NO: IRC02/4420

DATE APPROVED/COMMENCEMENT: 26 August 2002/31 July 2002

TERM: 31 December 2002

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 22 November 2002

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to Dapto Electrical Services Pty Ltd in respect of all apprentices, tradespersons and non-trades electrical workers who are engaged upon construction work pursuant to the Electrical, Electronic and Communications Contracting Industry (State) Award including employees engaged on a casual basis.

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

DAPTO ELECTRICAL SERVICES Pty Ltd

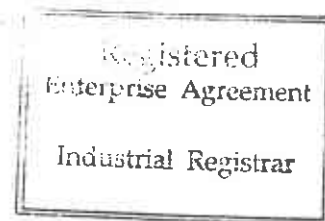
ENTERPRISE AGREEMENT

Table of Contents

1. INTRODUCTION
2. TITLE
3. DEFINITIONS
4. OBJECTIVES
5. APPLICATION OF THE AGREEMENT
6. DATE AND PERIOD OF OPERATION
7. NO EXTRA CLAIMS
8. NOT TO BE USED AS A PRECEDENT
9. PARTIES BOUND
10. CONTRACT OF EMPLOYMENT
11. DISPUTE SETTLEMENT PROCEDURE
 - 11.1. Impact on Client
12. WAGES
13. CONSULTATIVE MECHANISM
14. HOURS OF WORK
 - 14.1. Ordinary Hours of Work
 - 14.2. Shift Work
 - 14.3. Overtime
 - 14.4. Rostered Days Off (RDOs)
 - 14.5. Starting and Finishing
 - 14.6. Rest periods after Overtime
15. REDUNDANCY
16. ELECTRONICS FUNDS TRANSFER
17. INCLEMENT WEATHER
18. OCCUPATIONAL HEALTH AND SAFETY
19. SKILL DEVELOPMENT
20. PERFORMANCE MEASUREMENT
21. APPAREL
22. UNION PICNIC DAY
23. TOOLS
24. SIGNATORIES

APPENDIX A – Base competencies for Dapto Electrical Services Pty Ltd electrical tradespersons

APPENDIX B – Schedule of Wages



1. INTRODUCTION

This Agreement has been jointly developed by Dapto Electrical Services Pty Ltd, its employees and the ETU with the purpose of developing and implementing workplace reform strategies so as to produce a continuous improvement environment. This is aimed directly at improving the competitiveness of the Company within the marketplace, thus delivering projects on time and within budget along with job satisfaction and security for employees.

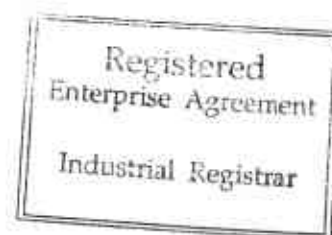
2. TITLE

This Agreement shall be known as the Dapto Electrical Pty Ltd Enterprise Agreement.

3. DEFINITIONS

For the purpose of this Agreement;

- 'Agreement' means this enterprise agreement;
- 'Award' means the Electrical, Electronic and Communications Contracting Industry (State) Award;
- 'Company' means Dapto Electrical Services Pty Ltd;
- '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. (ETU)



4. OBJECTIVES

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

- To ensure customer satisfaction in the provision of services;
- Increasing the competitiveness, productivity, efficiency and flexibility of the Company and its workforce;
- Creating a co-operative, safe and productive environment on the Company's projects;
- Continuing the development of more flexible, efficient and adaptable management and work practices;

- Establishing and developing better and more effective communication and consultation between the Company and employees;
- To foster a commitment to the Company's Quality Assurance System;
- Improving job security and the working environment;
- Establishing performance indicators so as to measure performance and to identify ways of achieving real and lasting improvements in productivity, efficiency and flexibility;
- 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 Award and this Agreement for all employees;
- To substantially reduce and eventually eliminate lost time.

Registered
Enterprise Agreement
Industrial Registrar

5. APPLICATION OF AGREEMENT

This Agreement applies to the Company in respect of all apprentices, tradespersons and non-trades electrical workers who are engaged upon construction work pursuant to the Award including employees engaged on a casual basis.

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

Disability allowances set out in the award will be abolished and deemed to be offset by the pay increases included in this Agreement.

6. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation from the date of ratification and remain in force till 31st December 2002.

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

7. NO EXTRA CLAIMS

The employees and the Union shall not pursue any extra claims, either award or over-award, for the life of the Agreement. Where any disagreement arises the parties shall follow the Dispute Settlement Procedure contained in this 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. PARTIES BOUND

This Agreement shall be binding upon;

- i) Dapto Electrical Services Pty Ltd;
- ii) All Dapto Electrical Services Pty Ltd weekly hire employees, whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Award;
- iii) Electrical Trades Union of Australia, NSW Branch;



10. CONTRACT OF EMPLOYMENT

- i) All new employees (other than casuals) will be engaged on the basis of a three (3) month probationary period. The Company reserves the right to terminate a probationary employee at any time during this three (3) month period subject to a Dapto Electrical Services week's notice or payment in lieu thereof.
- ii) It is a term and condition of employment and of the obligations and rights occurring under this Agreement, that an employee:-
 - To become entitled to payment of the wage prescribed herein, be available, ready and willing 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 best meet the Company's contractual obligations on this project; and
 - Comply with any request of the company to work reasonable overtime in excess of the ordinary hours at any time during the seven (7) days of the week at the appropriate remuneration prescribed herein; and
 - Recognise the right of the Company to have appropriate number and mix of classifications and skills during any hours of work; 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
 - Understand that termination of employment will not be based of a seniority system or last on first off. The attitude, efforts ,skills and abilities of employees and the operational needs of the Company shall be the determining factor.
 - 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 Agreement) with respect to safety, quality, site cleanliness and waste management; and
 - Be committed to the objectives in clause 4 of this Agreement; and
 - Properly wear and maintain the company provided work clothing.
- iii) The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.

11. DISPUTE SETTLEMENT PROCEDURE

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

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

- i) The employee/s or accredited employees representative wishing to raise any matter affecting the employee/s shall;
 - a) initially raise the matter with the employee/s immediate supervisor/foreperson. If within 1 full working day agreement is not reached at this level the employee/s or representative shall then:

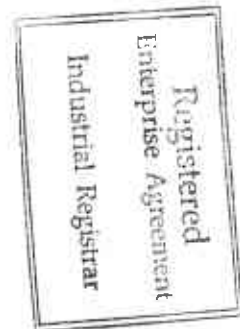


- b) raise the matter with the Company Manager or his representative. If within 2 full working days agreement is not reached at this level and an employee representative has been involved, the employee representative will then:
- c) be provided with telephone facilities to speak to an official of the union and request representation at a further conference to be held at a date and time mutually acceptable.

Should negotiations as prescribed in i) above fail, the matter (where appropriate) shall be referred to the National Electrical Contractors Association and the state secretary of the Union within five (5) working days, at which level a conference of the parties shall be convened without delay.

- iii) In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of NSW for resolution.
- iv) Whilst the above procedure is being effected, work shall continue normally.

All recommendations, orders and/or directions of the Industrial Relations Commission of NSW shall be strictly observed by all parties.



11.1 Impact on Client

To protect the credibility of the Company and the job security of employee's, the parties agree that disputes will be managed in accordance with the disputes settlement procedure and that work will continue without interruption during the process.

However, further to the above process, on any site, if a stoppage of work is to be applied, then notification of the stoppage will be given by the Union. If the stoppage will cause interruption and/or delay then every effort will be made to give ten (10) days notification.

12. WAGES

- a) In recognition of the productivity measures herein and subject to the continued commitment to and implementation thereof, the schedule attached (Appendix B) describes the increases that shall be available to all employees covered by this Agreement.
- b) These wage increases will be in lieu of any increase granted by the Industrial Relations Commission during the term of this Agreement.

- c) All electrical tradespersons employed by Dapto Electrical Services Pty Ltd will:
- Possess a current Qualified Supervisors Certificate, and
 - Achieve and demonstrate an agreed level of competency to the Company's skills requirements.
- d) Existing unlicensed electrical tradespersons will be encouraged to achieve a Qualified Supervisors Certificate within a timeframe established by the Consultative Committee.
- e) The Company and employees, through the Consultative Committee, will establish skills requirements and associated competencies that will allow employees to benefit financially by being able to provide a more comprehensive and professional range of services to the Company's customers.
- f) Site/Project allowances will only be paid where such an allowance is either;
- i) Awarded by the Industrial Relations Commission; or
 - ii) Contractually required by the client/principal contractor to be paid at the time of tender.
 - iii) Apprentices receive no productivity allowances.

13. CONSULTATIVE MECHANISM

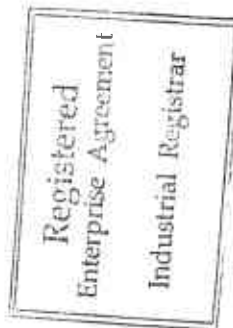
The parties agree that a pre-condition for the effective operation of this Agreement is the establishment of a Consultative Committee within the Company.

The Consultative Committee shall consist of equal numbers of Company representatives and employee elected representatives. The purpose of the Consultative Committee shall be to develop, recommend and assist to implement strategies and measures designed to achieve the objectives outlined under Clause 4 of this Agreement and more specifically will examine all issues relating to the productivity and efficiency of the construction activities of the Company.

14. HOURS OF WORK

14.1. Ordinary 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 to meet project and/or shift work or operational requirements. This will follow consultation and agreement between Dapto Electrics and the majority of affected employees and the company. 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 6.00 am and 6.00 pm on any day or all of the days of the week. 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 mutual agreement, 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.

By mutual agreement, an employee can work up to 12 hours in any one day that can count as part of the weekly ordinary hours and paid as such to suit the work situation and workload.

In order to maximise productivity, where cribbing facilities are located some distance from the work face, reasonable consideration will be given to amalgamating the traditional morning tea break of 10 minutes into the lunch break or taken before the start of work on site.

14.2. Shift Work

These provisions will also apply to shift work, as defined by the Award.

14.3. Overtime

Employees will comply with any request of the Company to work reasonable overtime in excess of the ordinary hours at any time during the seven(7) days of the week at the appropriate remuneration.

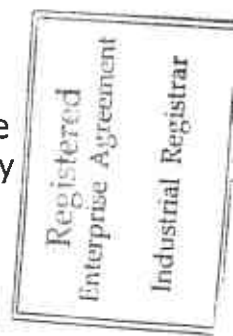
There shall be no restriction on the working of overtime on an RDO weekend. The practice of one in, all in shall not apply.

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

14.4. Rostered Days Off (RDO's)

The parties agree to increased flexibility with regard to the taking of RDO's. By agreement between the company and employees affected RDO's may be re-scheduled or staggered over the work cycle rather than taken on industry RDO days.

By agreement between the Company and an employee, RDO's may be banked. A maximum of 12 RDO's may be banked. Records of each employee's RDO status will be kept by the Company and made available to the employee upon request.



Banked RDO's must be taken within the calendar year in which they are accrued and at a time agreed between the Company and the employee. An employee may elect, with the consent of the Company, to work any day in lieu of an RDO. Work on these days will be paid as a normal work day.

It is 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 the Company and the employees.

On 31st December each year, an employee must by agreement with the Company either take the accrued days off or convert them to cash.

14.5. Starting and Finishing

In an effort to increase productivity on construction sites the Company and employees on that particular site agree to genuinely consider and where possible implement methods of reducing time lost in moving between the site sheds and the workplace areas at start time, morning tea, lunch and finish time.

Work start and finish time shall be at the workplace (ie. physical location of task at hand).

Unless there is an exceptionally dirty site or task, wash up time shall occur after the nominated finishing time.

14.6. 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 the current 10 hour break will be replaced with an 8 hour break for work related to heavy industry, for example, at BHP, MM, PKCT, 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.

14.7. Time Off In Lieu Of Overtime

Where an employee works overtime, the employee may by mutual agreement with the Company, forego payment for the overtime and be released for an equivalent period of ordinary hours with pay ie. on an hour for hour basis.



15. REDUNDANCY

Redundancy will be paid strictly in accordance with the Award.

16. ELECTRONIC FUNDS TRANSFER

The parties agree that all employees will be paid by Electronic Funds Transfer. If agreed by the Consultative Committee weekly payments will be made on a 38 hour average method. Each employee is responsible for the accurate and timely completion of time sheets and productivity records.

17. INCLEMENT WEATHER

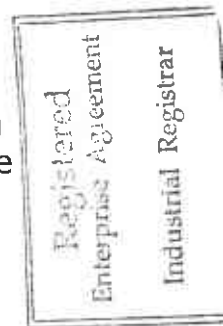
The parties to the Agreement will collectively work towards the minimisation of lost time due to inclement weather. Common sense and safety will be the guiding principles.

Further to this, the parties undertake to adopt the following principles with regard to inclement weather and the idle time that inclement weather can create.

- i) All parties adopting a reasonable approach as to what constitutes inclement weather;
- ii) Employees shall accept transfer to an area or site not affected by inclement weather if, in the opinion of the Company, useful work is available in that area or site and that work is within the scope of the employees skill and the Company provides, where necessary, transport.
- iii) Where the initiatives described in ii) above are not practical or would be non-productive, the non-productive time will be used for activities such as skill development/upgrade of skill modules, planning and re-programming of the project.

18. OCCUPATIONAL HEALTH AND SAFETY

Any dispute arising out of Occupational Health and Safety issues will be dealt with in accordance with Clause 11, or where relevant, State Legislation, Regulations or Codes of Practice, and will involve vacating only those areas where safety is at risk. It is agreed that no industrial action interruption to or dislocation of work shall occur before a conciliatory approach being conducted to discuss and resolve an O. H. & S. issue at a workplace level.



19. SKILL DEVELOPMENT

Skills development is an integral part of the aims of all parties to this Agreement. It will assist employees to develop their personal level of skills and provide them with the opportunity to generate their own career path within the industry.

The parties agree to collectively develop a Skills Development Program to accommodate the above opportunity. The vehicle for the process will be the Consultative Committee. There will be a firm intention of the parties to develop a pay structure related to competency and value adding performance of the employees. This will underpin any future EBA discussions.

Enterprise specific competency standards will be adopted. Minimum level for electrical tradesperson is with a Qualified Supervisors Certificate and able to demonstrate basic competencies as shown in Appendix A.

20. PERFORMANCE MEASUREMENT

The parties to this Agreement 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 include:-

- i) Reductions in absenteeism, labour turnover, lost time, limitations and bans.
- ii) Waste
Amount of re-work, number of defects, consumable usage/wastage, waiting time, damage or loss to tools and equipment
- iii) Quality
Number of non-conformance, customer satisfaction
- iv) Occupational Health and Safety
Medical treated injury frequency rates, lost time injury frequency rates, incidents, rehabilitation progress, safety initiatives implemented.
- v) Productivity



21. APPAREL

Footwear

All employees are required to wear safety footwear. Safety footwear will be supplied by the company and maintained by the employee. Employee's who have been issued safety footwear will have such safety footwear replaced on a wear and tear basis upon the presentation of old unserviceable footwear. There will be no automatic re-issue of footwear where an employee is placed on a new site or on a period of time basis.

Uniforms and Clothing

Employees issued with company uniforms and clothing shall wear such clothing during all working hours and each employee shall maintain their clothing/uniform in a respectable condition as approved by the company. Clothing/uniform issue is restricted to permanent employees with greater than 3 months service (that is, after the probationary period). The initial issue of clothing is 2 pairs of long legged trousers and 2 long sleeved drill shirts fitted with appropriate company logo and company name. A standard issue of clothing will be made every 12 months or in special circumstances on a wear and tear basis. The standard issue of clothing is 2 pairs of long legged trousers and 2 long sleeved drill shirts fitted with appropriate company logo and company name. There shall be no automatic re-issue of clothing where an employee is placed on a new site.

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 the old unserviceable jacket.

General

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

22. Union Picnic Day

In accordance with picnic provisions the Company shall require from an employee proof of picnic day attendance, ie. ETU ticket purchase. Before payment is made for the day.

23. Tools

The parties agree that a necessary precondition for a productive and efficient workforce is to ensure that employees maintain and provide a suitable kit of tools. A priority of the consultative committee is to develop an agreed tool list for employees consistent with the nature of work undertaken by the Company.



SIGNATORIES

Signed by *[Signature]* Date: 15/07/02
For and on behalf of Dapto Electrical Services Pty Ltd

Signed by: *[Signature]* Date: 22-7-02
For and on behalf of the ETU (Electrical Trades Union of Australia, NSW
Branch)



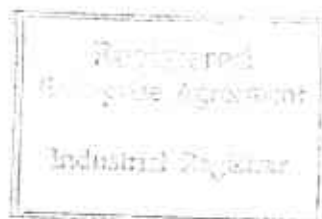
APPENDIX A - Base competencies for Dapto Electrical Services Pty Ltd electrical tradespersons

An electrician should possess skills to:

- Interpret Occupational Health & Safety Requirements, for example, use of ladders, Authority to Work, use of harnesses, etc.
- Interpret and put into practical use the requirements of the latest version of AS3000
- Interpret Dapto Electrical Services Pty Ltd Quality Assurance requirements
- Interpret and put into practice the Customer's Installation Specification
- Interpret site plans, wiring diagrams, termination diagrams, schematic diagrams and cable schedules
- Plan material requirements in advance for their portion of the job
- Plan the work sequence for their portion of the job with respect to work order and activity duration
- Perform elementary computations, for example, add, subtract, divide, multiply and percentage.
- Effectively communicate verbally to customers, supervisors and other trade contractor representatives
- Effectively communicate in writing using standard forms
- Measure using tapes, rulers, multimeter, and the like.
- Effectively and safely use hand tools, cable stripping tools, hand power tools, welding machine
- Correctly operate voltmeter, ammeter, ohmmeter, continuity tester, insulation resistance tester, earth loop tester, and RCD/ELCB tester.
- Install PVC conduit, steel conduit and steel cable tray, and install wiring in accordance with requirements
- Terminate cables by crimping, clamping, and soldering.
- Assemble and wire control panels
- Design simple bracketing for equipment mounting



- Install and terminate the following wiring systems:
TPS cables - armoured cables - MIMs cable - Screened cable - Catenary cables - Underground cables
- Install, commission and test electrical equipment rated up to 650V such as:
Fixed wired equipment/appliances – Sensors - Electrical Accessories - Luminaires – Switchboards - Control panels – Switchgear - Programmable Logic Controllers
- Decommission electrical equipment and wiring systems
- Respond to breakdown, diagnose and repair faults on electrical equipment
- Maintain electrical equipment such as:
Electrical rotating machinery - Fixed wired equipment/appliances - Protective devices - Electrical accessories – Luminaires – Switchboards - Control panels - Switchgear



APPENDIX B – Schedule of Wages

	Award	17 th July 02	14 th Aug 02	18 th Sept 02
Trades Assistant	\$13.57	\$15.07	\$16.57	\$16.79
Unlicensed Tradesman	\$15.59	\$17.09	\$18.59	\$19.59
Licensed Tradesman	\$16.30	\$17.80	\$19.30	\$21.30

