

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/43

TITLE: Kevin R Sheather (Northern) Pty Ltd Enterprise Agreement 2002-2003

I.R.C. NO: 2001/8533

DATE APPROVED/COMMENCEMENT: 21 January 2002/1 January 2002

TERM: 30 December 2003

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA01/42

GAZETTAL REFERENCE: 28 March 2002

DATE TERMINATED:

NUMBER OF PAGES: 36

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged pursuant to the Electrical Contracting Industry (State) Award and who are engaged in construction work within the County of Cumberland

PARTIES: Kevin R Sheather (Northern) Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch



Ex 2

**KEVIN R SHEATHER
(NORTHERN) PTY LTD**

A.C.N. 082 402 113

**ENTERPRISE AGREEMENT
2002 - 2003**

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**Registered
Enterprise Agreement
Industrial Registrar**

ENTERPRISE AGREEMENT

1. INTRODUCTION

Kevin R Sheather (Northern) Pty Ltd and its employees and the Electrical Trades Union of Australia NSW Branch have jointly developed this award. With the purpose of developing and implementing workplace reform strategies so as to produce a continuous improvement environment aimed directly at improving the competitiveness of the Company within the marketplace, thus delivering projects on time and within budget along with job satisfaction and security for employees.

The award will be submitted to the Industrial Relations Commission of New South Wales for negotiation.

2. TITLE

This Agreement shall be known as the Kevin R Sheather (Northern) Pty Ltd Enterprise Agreement 2002 - 2003

3. DEFINITIONS

For the purpose of this agreement.

- "Agreement" means this enterprise agreement.
- "Parent Award" means the Electrical, Electronic and Communications Contracting Industry (State) Award.
- "Company" means Kevin R Sheather (Northern) Pty Ltd
- "Employee" means an employee of the Company performing work within the scope of this award.
- "Union" means the Electrical Trades Union of Australia, New South Wales Branch.

4. OBJECTIVES

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

- to ensure customer satisfaction in the provision of services.

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- increasing the competitiveness, productivity, efficiency and flexibility of the Company and its work force.
- 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.
- to 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 Award for all employees.
- to substantially reduce and eventually eliminate lost time.

5. PARTIES BOUND

This Agreement shall be binding upon:

- a. The Management of Kevin R Sheather (Northern) Pty Ltd and employees.
- b. All employees whether member of a Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award.
- b. The Electrical Trades Union of Australia, New South Wales Branch.
- c.

6. APPLICATION OF AGREEMENT

This agreement applies to the Company in respect of all employees who are engaged pursuant to the Parent Award.



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

Provided that the Unions rights to seek to negotiate a separate Enterprise Agreement for the County of Cumberland are reserved and also for work on operating power stations.

7. DATE AND PERIOD OF OPERATION

This Award shall come into operation from the 1st January 2002 and remain in force till 30 December 2007 3

8. NO EXTRA CLAIMS

The Parties shall not pursue any extra claims, either award or over award for the life of the Award. Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Award.

9. NOT TO BE USED AS A PRECEDENT

This Award shall not be used in any manner whatsoever to obtain similar arrangement or benefits in any State, Territory, division, plant or enterprise.

10. CONTRACT OF EMPLOYMENT

- a. All new employees (other than casuals) will be engaged on the basis of a 3 month probationary period. During this 3-month period the Company reserves the right to terminate an employee at any time during this period, subject to a weeks notice or payment in lieu thereof.
- b. It is a term and condition of employment and of the obligations and rights occurring under this Award, that an employee;
 - i. 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 to best meet the Company's contractual obligations on its projects; and
 - ii. consider any reasonable request of the Company to work overtime in excess of the ordinary hours at any time during the seven days of the week and the appropriate remuneration prescribed herein; and



- iii. recognise the right of the Company to have an appropriate number and mix of classifications and skills during any hours of work; and
 - iv. properly use and maintain all appropriate protective clothing and equipment provided by the Company for specified circumstances; and
 - v. use any technology and perform any duties which are within the limits of the employee's skill, competence and training; and
 - vi. adhere to agreed start and finish times for all work periods; and
 - vii. maintain commitment to, and comply with the Company's directions (consistent with the objectives of this Award) with respect to, safety, quality, site cleanliness and waste management.
- c. The Company maintains the right to engage new employees for a specified period and/or specified task.



11. DISPUTE SETTLEMENT PROCEDURE

The parties agree that one of the fundamental objectives of this Award 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 procedures as follows.

- a. The employee/s or accredited employees representative wishing to raise any matter effecting 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 representative 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 National Electrical Contractors Association and the state secretary of the Union within five working days, at which level a conference of the parties shall be convened without delay.
- c. In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of New South Wales for resolution.
- d. Whilst the above procedure is being effected, work shall continue normally.
- e. All recommendations, orders and/or directions of the Industrial Relations Commission of New South Wales shall be strictly observed by all parties.



12. CONSULTATIVE MECHANISM

The parties agree that a precondition for the effective operation of the Award is the establishment of agreed consultative mechanisms within the Company. To this end, a consultative committee comprising of Company appointed representatives and employee elected representatives should be established and maintained. 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 Award.

13. 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 allowances to paid for any shift work in accordance with sub clause 21.6 of the Parent Award.

i/ Shift Work

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

ii/Rostered Days Off (R.D.O's)



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

iii/Starting

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

14. WAGES

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

These wage increases shall be in lieu of any other increases granted by the Industrial Relations Commission of New South Wales during the term of this Agreement, except that should the Parent Award's all purpose hourly wages rates exceed that rates under this Award, employees shall be paid at the higher hourly rate.

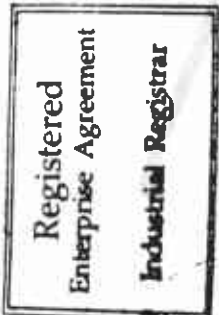
Expense related allowances, with the exception of the excess fare allowance, will be paid in accordance with the Parent Award and varied as the Parent Award is varied.

15. SITE/PROJECT ALLOWANCE

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

- a) Where such an allowance is awarded by the Industrial Relations Commission: or
- b) When such an allowance is required by a site condition specified at the time of tender. It is incumbent upon the company to inquire of the Head Contractor / Client at the time of tender whether a site / project allowance is required to be paid and in particular whether it is required to be paid in accordance with the Construction Industry Site Allowance Matrix: or

If the contract between the Employer and the Head Contractor / Client does not contain provision for a site allowance, and after the contract is made the head contractor makes an agreement under which a site allowance is payable, then the head



contractor should then agree in writing to reimburse the employer the full cost of the said allowance.

16. NO DISADVANTAGE

No employee shall suffer a reduction in pay as a result of the making of this Agreement. The components used to determine if any financial disadvantage has occurred are wage rates, productivity allowance and excess fares and travel time only. Site allowance, superannuation, redundancy and top-up / 24-hour employee insurance contributions will not form part of an employee's income. Further, this assessment will be based on an ordinary 38-hour working week and no overtime shall be taken into account.

17. INITIATIVES TO IMPROVE PRODUCTIVITY

The performance indicators and targets are to be developed by the Consultative Committee and include:

- a.
 - i. Reductions in absenteeism, labour turnover, lost time, limitations and bans.
 - ii. Waste management: Employees shall assist in the implementation of waste management.
 - amount of rework
 - volume
 - number of defects
 - consumable usage/wastage rate measures
 - waiting time
 - damage or loss to tools and equipment
 - iii. Quality
 - number of non-conformance's
 - customer satisfaction
 - iv. Occupational Health and Safety



- lost time frequency rates
- severity rates
- incidence rates
- rehabilitation progress

v EFT

- vi Commencing on 1 July'98 all pays will be Computerised, showing all rates, hours worked, progressive totals of all items.

It is agreed that the Company is eligible to make payment of wages by Electronic Fund Transfer (EFT) All employees will nominate a Bank Account for this purpose.

- b. Transfer of labour if a halt to productivity work accrues which is not the fault of the responsibility of the Company, the parties agree that labour can be relocated to other unaffected areas to continue productive work or other sites if work is available.

c. Quality Assurance

The Company is making a major investment of resources in obtaining certification to AS2990 and AS3901

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 Contact with its customer. This requires the Company to establish and maintain, implement, to train and to continuously improve its procedures and processes and the employees to follow the procedures, document their compliance and participate in the improvement process.

d. Time Sheets

Each foreman or leading hand is responsible for the accurate and timely completion of time sheets and productivity records for employee's they are controlling.

e. Occupational Health and Safety



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

In order to maintain this commitment, the Company will provide resources, skills and training necessary to assist managers and employees to provide and maintain a high standard of Occupational Health and Safety within the Company. It is the policy of the Company that all operations are carried out in compliance with statutory requirements, established standards and the Company's principals and rules. Work will be planned so as to avoid foreseeable hazardous situations and conditions.

Managers and supervisors have the responsibility at all times to maintain a safe working environment, to ensure that safe working procedures are in place and observed and to assist in the rehabilitation of injured employee's.

Employees have the responsibility at all times to maintain a safe working management of any potential hazards and to work in such a way that controls the risk of injury to themselves and other employees with whom they work. Such behaviour will be encouraged an employees will not be prejudiced by compliance. The Company will ensure that a positive attitude to this process is developed in supervisors and management as well as in employees so that continuous improvements achieved in OH&S performance. Toolbox meetings and safety committees will be used as part of the mechanisms for this continuous improvement.

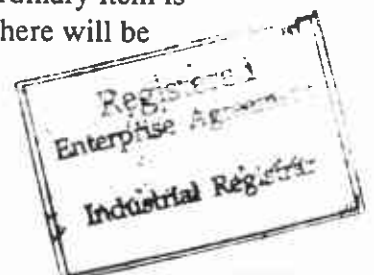
Employees also have the responsibility to wear protective clothing and/or equipment appropriate to the task at hand.

In event of an employee sustaining an injury at work, the Company supports the development of appropriate systems to sensitively manage injuries through rehabilitation programs that facilitate to earliest possible return to work.

All parties to this Award are committed to the provision and maintenance of a safe and healthy working environment. The parties shall ensure that there shall be strict compliance to all Acts and Regulations to ensure there is protection to all.

The parties recognised that safety education and safety programs are fundamental to the achievement of a safe and healthy working environment. The Company agrees to pay all costs associated with these courses, including time off if applicable.

- f. Spread of Hours and Shiftwork: The spread of hours during which ordinary item is paid is extended beyond its current scope from 6.00am to 6.00pm. There will be provision for a 5.00am start by agreement during daylight saving.



On selected projects, where there is a need for variance to the normal hours of hours of work and/or shift work, and where the parties agree, the spread of hours and shift system will be simplified and tailor made to suit the individual workplace needs with provisions drafted in lieu of the current award.

g. Subcontractors:

- i. The Company will encourage subcontractors to have or be prepared to negotiate a Company Enterprise Agreement with their work force and their Union/s.
- ii. The Unions will negotiate or be prepared to negotiate fairly and on a bona fide basis with all subcontractors of the Company. The union accepts productivity gains may vary between benefits from one subcontractor to another or from site to site.
- iii. Where necessary, the Company will assist the subcontractor to develop Agreements.
- iv. The Company will take all reasonable measures to ensure persons employed on its sites comply with the relevant industry awards and Agreements. The unions accept that the contractor cannot control the activities of subcontract/supplier operations occurring off its sites.
- v. The Company has a general commitment to employing its own labour, however, the Company reserves the right to employ legitimate Specialist Sub Contractors to carry out certain work in their projects.

Where the Company employs subcontractors it will wherever possible require that the principles embodied in its Award apply to employees of those subcontractors unless the subcontractor has its own Award in place.

- h. Rostered Days off (RDO's) the parties agree to increased flexibility with regard to the taking of RDO's. RDO's may be rescheduled or staggered over the work cycle rather than taken on industry RDO days.

By agreement between the Company and an employee, 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 at a mutually agreed time.

Employees must take the appropriate number of days off work when claiming payment of RDO accruals.



i. **Retrenchment/Termination**

The parties to this Award accept that length of service can be an important consideration in determining retrenchments. The Union accepts the principle length of serve should not necessarily be exclusive consideration, but one of a range of within the existing work force and changes in the operational direction of the Business.

18. INDUSTRY STANDARDS

- a. **Superannuation:** It is a term of this Award that the Company will pay a minimum of the following contributions into a registered Superannuation scheme as nominated by the employee for each employee.

Upon signing of this agreement per Schedule A

All Superannuation contributions will be paid monthly as required by the trust deed.

- b. **Redundancy:** It is the term of this agreement that the Company will pay a weekly contribution into an approved industry scheme for each employee per Schedule A.

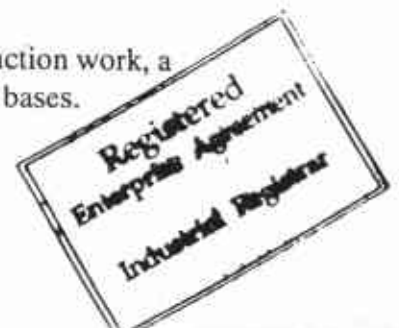
or Will pay an additional amount per Schedule A into each employee Superannuation Fund in lieu of Redundancy payments. (If employee requests this alternate payment). On Retrenchment the total amount paid into Superannuation Fund in lieu of amounts for Redundancy would be treated as Redundancy payment.

After Calculation, should any further redundancy payment be applicable it would be included with termination pay.

- c. **Top-up Insurance:** It is a term of the Award that immediately upon signing of this Award the Company will provide if not already in existence Top-Up/24 hour Insurance.

- d. **Clothing: Employees** after 152 hours employment with the Company, will be supplied with;

1. Five sets of clothing. A combination between 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 bases;
2. Safety boots will be provided on commencement of employment and replaced on fair wear and tear bases.
3. 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 bases.



19. UNION FEES

The Company has a strong preference for employees to be financial members of the union party to this Award. Where requested by the Union and where authorised by an employee the Company will assist with deduction of Union Fees payable to the union by an employee.



20. APPRENTICES

Where the Company undertakes trade work, it will maintain a ratio of 1 to 5 (1 to 4 on government section sites) apprentices to trades people, with a minimum of 50% of trainee apprentices to the Company.

Superannuation for Apprentices: It is a term of this agreement that the Company will pay for apprentices Superannuation payments into the C+BUS Superannuation scheme in accordance with the following scale.

As prescribed by Superannuation Guarantee Levy until completion of their apprenticeship.

The Company has made a commitment to train more Apprentices/Trainees in future.

21. PICNIC DAY

In accordance with picnic day provision the Company will require from an employee proof of picnic day attendance, ie ticket purchase before payment will be made for the day. No work shall be scheduled on the first Monday of December each year, which in the Annual Building Industry Picnic Day.

22. FIRST AID

The Company will fund the training of employees interested in obtaining their First Aid Certificate and pay an additional \$10.00 per week when they obtain a licence.

23. 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 this 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.

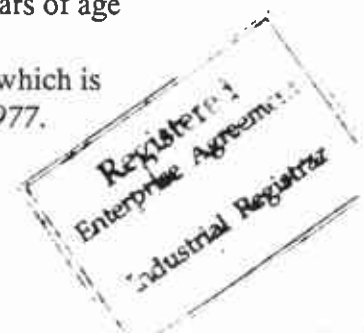
Taking into account:

- 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.

24. ANTI DISCRIMINATION

- a) It is the intention of the parties to seek to achieve the object in section 3 of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- b) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all necessary steps to ensure that the operation of the provisions of this agreement are not directly / indirectly discriminatory in their effect.
- c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of 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
 - iii) any act or practice of a body established to propagate religion, which is exempted under section 56(d) of the *Anti Discrimination Act 1977*.



- iv) A party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 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.

25. WET WEATHER PROCEDURE

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

Whilst it is raining employees will be required to:

- Continue to work under cover or relocate to alternative work under cover, on 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 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.

26. NIGHTSHIFT

It is a term of the award that immediately upon signing of this award the Company will increase Night Shift allowance from 15% on hours worked to 30% of hours worked ie: 40 hours worked receive 52 hours pay.

27. FARES AND TRAVELLING ALLOWANCES

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



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

Both allowances are fixed for the life of the Agreement.

28. ETU PICNIC DAY

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

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

29. DISTANT/AWAY WORK

Where an employee is specifically requested to transfer to a distant site, they shall be entitled to living away allowances.

All arrangements regarding distant sites shall be formalised in writing and witnessed by another employee. The selection of employees for away work shall be solely at the discretion of the Company.

30. SUPPLEMENTARY LABOUR

The parties agree that when necessary to met 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.

31. GROUP TRAINING COMPANIES

The company when hiring apprentices or trainees from a Group Training Company shall advise the Group Training Company in wiring 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.

32. UNION DUES

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

33. 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.

34. 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 required 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.

35. CLASSIFICATIONS

There will be no Grade 6-reclassification claims for the duration of this agreement, except where such claims are in strict accordance with the Award criteria.

36. RENEWAL OF AGREEMENT

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

37. DELEGATES RIGHTS

The elected Union delegate (ETU NSW) shall be entitled to five days Trade Union training per year.



The Electrical Trades Union NSW will apply in writing to Kevin R Sheather (Northern) Pty Ltd requesting the release of any such employee for Trade Union training. The Union delegate will have access to a phone, fax machine and a lockable cabinet. The Union delegate will be allowed time to try and resolve any dispute which may arise. In the event that the dispute can't be settled, the Union delegate will have access to a phone to ring the RTU NSW organiser.

39. SIGNATORIES

1. Signed for and on behalf of Kevin R Sheather (Northern) Pty Ltd

Signed: *[Signature]* Witness: *[Signature]*
RONNEN HUNTER *Helen J. Blakemore*
Date: *14-12-2001*

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

Signed: *[Signature]* Witness: *[Signature]*
Bernie Rieder *Karin Edwards*
Secretary
Date: *18-12-01*

4. Signed on behalf of Employees of Kevin R Sheather (Northern) Pty Ltd

Signed: *[Signature]* Witness: *[Signature]*
GAVAN HEENAN *Helen J. Blakemore*
Date: *14-12-01*



**FOREMAN
GRADE 7**

ENTERPRISE AGREEMENT 2001 - 2002

Rates to commence first pay period on or after 1st January 2002

| | | |
|------------------|-------------------|--|
| GENERAL RATE: | \$828.80 | |
| FOREMAN ALL: | <u>34.20</u> | |
| ALL PURPOSE RATE | \$863.00 | \$22.71 Per Hour \$34.07 Time + Half \$45.42 Double Time |
| TRAVEL ALL: | \$66.00 | |
| FARES | <u>\$44.00</u> | |
| | \$973.00 | |
| SUPERANNUATION | \$80.00 | |
| REDUNDANCY | <u>\$40.00</u> | |
| TOTAL | \$1,093.00 | |

NOTES:

1. Redundancy payments can alternatively be paid into your Superannuation Scheme.
2. All purpose rate to be used to calculate payments for: -
Annual Leave + 17½ % Loading
Public Holidays
R.D.O's
Sick Leave
Overtime



**LEADING HAND
GRADE 5**

ENTERPRISE AGREEMENT 2001 – 2002

Rates to commence first pay period on or after 1st January 2002

| | | |
|-------------------|-----------------|--|
| GENERAL RATE: | \$740.20 | |
| LEADING HAND ALL: | <u>34.15</u> | |
| ALL PURPOSE RATE | \$774.35 | \$20.38 Per Hour \$30.57 Time + Half \$40.76 Double Time |
| TRAVEL ALL: | \$66.00 | |
| FARES | <u>\$44.00</u> | |
| | \$884.35 | |
| SUPERANNUATION | \$62.00 | |
| REDUNDANCY | <u>\$40.00</u> | |
| TOTAL | \$986.35 | |

NOTES:

1. Redundancy payments can alternatively be paid into your Superannuation Scheme.
2. All purpose rate to be used to calculate payments for: -
Annual Leave + 17½ % Loading
Public Holidays
R.D.O's
Sick Leave
Overtime



**LICENSED ELECTRICIAN
GRADE 5 QUALIFIED SUPERVISION CERTIFICATE**

ENTERPRISE AGREEMENT 2001 – 2002

Rates to commence from 1st Pay Period on or after 1st January 2002

| | | |
|-------------------------|------------------------|---|
| ALL PURPOSE RATE | \$740.20 | \$19.48 Per Hour \$29.22 Time + Half \$38.96 Double Time |
| TRAVEL ALL: | \$66.00 | |
| FARES | \$44.00 | |
| | <u>\$850.20</u> | |
| SUPERANNUATION | \$60.00 | |
| REDUNDANCY | \$40.00 | |
| TOTAL | \$950.20 | |

NOTES:

1. Redundancy payments can alternatively be paid into your Superannuation Scheme.
2. All purpose rate to be used to calculate payments for: -
Annual Leave + 17½ % Loading
Public Holidays
R.D.O's
Sick Leave
Overtime



**UN-LICENSED ELECTRICIAN
GRADE 5**

ENTERPRISE AGREEMENT 2001 – 2002

Rates to commence from 1st Pay Period on or after 1st January 2002

| | | |
|--------------------------------------|--|--|
| ALL PURPOSE RATE | \$708.30 | \$18.64 Per Hour \$27.96 Time + Half \$37.28 Double Time |
| TRAVEL ALL: FARES | \$66.00 <u>\$44.00</u> \$818.30 | |
| SUPERANNUATION REDUNDANCY | \$60.00 <u>\$40.00</u> | |
| TOTAL | \$918.30 | |

NOTES:

1. Redundancy payments can alternatively be paid into your Superannuation Scheme.
2. All purpose rate to be used to calculate payments for: -
Annual Leave + 17½ % Loading
Public Holidays
R.D.O's
Sick Leave
Overtime



**LICENSED ELECTRICIAN – (CASUAL)
GRADE 5**

ENTERPRISE AGREEMENT 2001 – 2002

Rates to commence first pay period on or after 1st January 2002

| | | |
|-------------------------|-------------------|---|
| GENERAL RATE: | \$740.20 | |
| + 12% Casual Loading | <u>88.80</u> | |
| ALL PURPOSE RATE | \$829.00 | \$21.82 Per Hour \$32.73 Time + Half \$4364 Double Time |
| | | |
| TRAVEL ALL: | \$66.00 | |
| FARES | <u>\$44.00</u> | |
| | \$939.00 | |
| | | |
| SUPERANNUATION | \$60.00 | |
| REDUNDANCY | <u>\$40.00</u> | |
| TOTAL | \$1,039.00 | |

NOTES:

1. Redundancy payments can alternatively be paid into your Superannuation Scheme.
2. All purpose rate to be used to calculate payments for: -
Annual Leave + 17½ % Loading
R.D.O's
Overtime



**SERVICE ELECTRICIAN SPECIAL
GRADE 5.**

ENTERPRISE AGREEMENT 2001 – 2002

Rates to commence first pay period on or after 1st January 2002

| | | |
|-------------------------|-----------------------------------|--|
| ALL PURPOSE RATE | \$760.00 | \$20.00 Per Hour \$30.00 Time + Half \$40.00 Double Time |
| TRAVEL ALL: | <u>\$66.00</u> \$826.00 | |
| SUPERANNUATION | \$60.00 | |
| REDUNDANCY | <u>\$40.00</u> | |
| TOTAL | \$926.00 | |

NOTES:

1. All purpose rate to be used to calculate payments for: -
Annual Leave + 17½ % Loading
Public Holidays
R.D.O's
Sick Leave
Overtime
2. Should Service Electrician be required to work on construction sites for a period of more than one full week, they are to be paid per Licensed Electrician Grade 5 rate.
3. Redundancy payments can alternatively be paid into your Superannuation Scheme



**SERVICE ELECTRICIAN
GRADE 5.**

ENTERPRISE AGREEMENT 2001 - 2002

Rates to commence first pay period on or after 1st January 2002

| | | |
|-------------------------|-----------------|---------------------|
| ALL PURPOSE RATE | \$740.20 | \$19.48 Per Hour |
| | | \$29.22 Time + Half |
| | | \$38.96 Double Time |
| TRAVEL ALL: | <u>\$66.00</u> | |
| | \$806.20 | |
| SUPERANNUATION | \$60.00 | |
| REDUNDANCY | <u>\$40.00</u> | |
| TOTAL | \$906.20 | |

NOTES:

1. All purpose rate to be used to calculate payments for: -
Annual Leave + 17½ % Loading
Public Holidays
R.D.O's
Sick Leave
Overtime
2. Should Service Electrician be required to work on construction sites for a period of more than one full week, they are to be paid per Licensed Electrician Grade 5 rate.
3. Redundancy payments can alternatively be paid into your Superannuation Scheme



KEVIN R SHEATHER (NORTHERN) PTY LTD

AWARD RATES & ENTERPRISE AGREEMENT 2001-2002

January 02 to June 02

| TRAINEES | 1ST YR ELECTRICIAN APPRENTICE | 2ND YR ELECTRICIAN APPRENTICE | 3RD YR ELECTRICIAN APPRENTICE | 4TH YR ELECTRICIAN APPRENTICE |
|-------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| ALL PURPOSE RATE | \$ 340.50 | \$ 447.65 | \$ 606.50 | \$ 662.70 |
| TRAVEL | \$ 30.75 | \$ 37.25 | \$ 55.00 | \$ 60.00 |
| FARES | \$ 44.00 | \$ 44.00 | \$ 44.00 | \$ 44.00 |
| GROSS | \$ 415.25 | \$ 528.90 | \$ 705.50 | \$ 766.70 |
| SUPERANNUATION | 27.25 | 35.80 | 48.50 | 53.00 |
| TOTAL WAGE | \$ 442.50 | \$ 564.70 | \$ 754.00 | \$ 819.70 |
| | | | | |
| A.P.R / HOUR | \$ 8.96 | \$ 11.78 | \$ 15.96 | \$ 17.44 |
| TIME+HALF | \$ 13.44 | \$ 17.67 | \$ 23.94 | \$ 26.16 |
| DBLE TIME | \$ 17.92 | \$ 23.56 | \$ 31.92 | \$ 34.88 |

Note: All purpose rate to be used to calculate payments for: -
 Annual Leave + 17½% Loading
 Public Holidays
 RDO's
 Sick Leava
 Overtime



**FOREMAN
GRADE 7**

ENTERPRISE AGREEMENT 2002

Rates to commence first pay period on or after 1st July 2002

| | | |
|-------------------------|-------------------|--|
| GENERAL RATE: | \$849.70 | |
| FOREMAN ALL: | <u>34.20</u> | |
| ALL PURPOSE RATE | \$883.90 | \$23.26 Per Hour \$34.89 Time + Half \$46.52 Double Time |
| | | |
| TRAVEL ALL: | \$69.00 | |
| FARES | <u>\$46.00</u> | |
| | \$998.90 | |
| | | |
| SUPERANNUATION | \$80.00 | |
| REDUNDANCY | <u>\$40.00</u> | |
| TOTAL | \$1,118.90 | |

NOTES:

1. Redundancy payments can alternatively be paid into your Superannuation Scheme.
2. All purpose rate to be used to calculate payments for: -
Annual Leave + 17½ % Loading
Public Holidays
R.D.O's
Sick Leave
Overtime



**LEADING HAND
GRADE 5**

ENTERPRISE AGREEMENT 2002

Rates to commence first pay period on or after 1st July 2002

| | | |
|-------------------|-------------------|--|
| GENERAL RATE: | \$758.85 | |
| LEADING HAND ALL: | <u>34.15</u> | |
| ALL PURPOSE RATE | \$793.00 | \$20.87 Per Hour \$31.31 Time + Half \$41.74 Double Time |
| TRAVEL ALL: | \$69.00 | |
| FARES | <u>\$46.00</u> | |
| | \$908.00 | |
| SUPERANNUATION | \$62.00 | |
| REDUNDANCY | <u>\$40.00</u> | |
| TOTAL | \$1,010.00 | |

NOTES:

1. Redundancy payments can alternatively be paid into your Superannuation Scheme.
2. All purpose rate to be used to calculate payments for: -
Annual Leave + 17½ % Loading
Public Holidays
R.D.O's
Sick Leave
Overtime



**LICENSED ELECTRICIAN
GRADE 5 QUALIFIED SUPERVISION CERTIFICATE**

ENTERPRISE AGREEMENT 2002

Rates to commence from first Pay Period on or after 1st July 2002

| | | |
|-------------------------|-----------------|--|
| ALL PURPOSE RATE | \$758.86 | \$19.97 Per Hour \$29.96 Time + Half \$39.94 Double Time |
| TRAVEL ALL: | \$69.00 | |
| FARES | <u>\$46.00</u> | |
| | \$873.86 | |
| SUPERANNUATION | \$60.00 | |
| REDUNDANCY | <u>\$40.00</u> | |
| TOTAL | \$973.86 | |

NOTES:

1. Redundancy payments can alternatively be paid into your Superannuation Scheme.
2. All purpose rate to be used to calculate payments for: -
Annual Leave + 17½ % Loading
Public Holidays
R.D.O's
Sick Leave
Overtime



**UN-LICENSED ELECTRICIAN
GRADE 5**

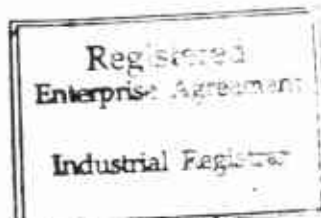
ENTERPRISE AGREEMENT 2002

Rates to commence from 1st Pay Period on or after 1st July 2002

| | | |
|-------------------------|-----------------|--|
| ALL PURPOSE RATE | \$726.18 | \$19.11 Per Hour \$28.67 Time + Half \$38.22 Double Time |
| TRAVEL ALL: | \$69.00 | |
| FARES | \$44.00 | |
| | \$839.18 | |
| SUPERANNUATION | \$60.00 | |
| REDUNDANCY | \$40.00 | |
| TOTAL | \$939.18 | |

NOTES:

1. Redundancy payments can alternatively be paid into your Superannuation Scheme.
2. All purpose rate to be used to calculate payments for: -
Annual Leave + 17½ % Loading
Public Holidays
R.D.O's
Sick Leave
Overtime



**LICENSED ELECTRICIAN – (CASUAL)
GRADE 5**

ENTERPRISE AGREEMENT 2002

Rates to commence first pay period on or after 1st July 2002

| | | |
|-------------------------|-------------------|--|
| GENERAL RATE: | \$758.85 | |
| + 12% Casual Loading | <u>91.05</u> | |
| ALL PURPOSE RATE | \$849.90 | \$22.37 Per Hour \$33.56 Time + Half \$44.74 Double Time |
| | | |
| TRAVEL ALL: | \$69.00 | |
| FARES | <u>\$46.00</u> | |
| | \$964.90 | |
| | | |
| SUPERANNUATION | \$60.00 | |
| REDUNDANCY | <u>\$40.00</u> | |
| TOTAL | \$1,064.90 | |

NOTES:

1. Redundancy payments can alternatively be paid into your Superannuation Scheme.
2. All purpose rate to be used to calculate payments for: -
Annual Leave + 17½ % Loading
R.D.O's
Overtime



**SERVICE ELECTRICIAN SPECIAL
GRADE 5.**

ENTERPRISE AGREEMENT 2002

Rates to commence first pay period on or after 1st July 2002

| | | |
|-------------------------|-----------------|---------------------|
| ALL PURPOSE RATE | \$760.00 | \$20.00 Per Hour |
| | | \$30.00 Time + Half |
| | | \$40.00 Double Time |
| TRAVEL ALL: | <u>\$69.00</u> | |
| | \$829.00 | |
| SUPERANNUATION | \$60.00 | |
| REDUNDANCY | <u>\$40.00</u> | |
| TOTAL | \$929.00 | |

NOTES:

1. All purpose rate to be used to calculate payments for: -
Annual Leave + 17½ % Loading
Public Holidays
R.D.O's
Sick Leave
Overtime
2. Should Service Electrician be required to work on construction sites for a period of more than one full week, they are to be paid per Licensed Electrician Grade 5 rate.
3. Redundancy payments can alternatively be paid into your Superannuation Scheme



**SERVICE ELECTRICIAN
GRADE 5.**

ENTERPRISE AGREEMENT 2002

Rates to commence first pay period on or after 1st July 2002

| | | |
|-------------------------|-----------------|---------------------|
| ALL PURPOSE RATE | \$740.20 | \$19.48 Per Hour |
| | | \$29.22 Time + Half |
| | | \$38.96 Double Time |
| TRAVEL ALL: | <u>\$69.00</u> | |
| | \$809.20 | |
| SUPERANNUATION | \$60.00 | |
| REDUNDANCY | <u>\$40.00</u> | |
| TOTAL | \$909.20 | |

NOTES:

1. All purpose rate to be used to calculate payments for: -
Annual Leave + 17½ % Loading
Public Holidays
R.D.O's
Sick Leave
Overtime
2. Should Service Electrician be required to work on construction sites for a period of more than one full week, they are to be paid per Licensed Electrician Grade 5 rate.
3. Redundancy payments can alternatively be paid into your Superannuation Scheme



KEVIN R SHEATHER (NORTHERN) PTY LTD**AWARD RATES & ENTERPRISE AGREEMENT 2002**

To commence first pay period on or after 1st July 2002

| TRAINEES | 1ST YR ELECTRICIAN APPRENTICE | 2ND YR ELECTRICIAN APPRENTICE | 3RD YR ELECTRICIAN APPRENTICE | 4TH YR ELECTRICIAN APPRENTICE |
|-------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| ALL PURPOSE RATE | \$ 348.50 | \$ 458.65 | \$ 621.70 | \$ 679.45 |
| TRAVEL | \$ 31.50 | \$ 38.10 | \$ 56.25 | \$ 61.50 |
| FARES | \$ 46.00 | \$ 46.00 | \$ 46.00 | \$ 46.00 |
| GROSS | \$ 426.00 | \$ 542.75 | \$ 723.95 | \$ 786.95 |
| SUPERANNUATION | 27.90 | 36.70 | 49.75 | 54.35 |
| TOTAL WAGE | \$ 453.90 | \$ 579.45 | \$ 773.70 | \$ 841.30 |
| | | | | |
| A.P.R / HOUR | \$ 9.17 | \$ 12.07 | \$ 16.36 | \$ 17.88 |
| TIME+HALF | \$ 13.76 | \$ 18.11 | \$ 24.54 | \$ 26.82 |
| DBLE TIME | \$ 18.34 | \$ 24.14 | \$ 32.72 | \$ 35.76 |

Note: All purpose rate to be used to calculate payments for: -
Annual Leave + 17½% Loading
Public Holidays
RDO's
Sick Leave
Overtime

