

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/248

**TITLE: Process Engineering Technologies Pty Ltd Sydney Water  
Contract Enterprise Agreement 2003**

**I.R.C. NO:** IRC4/3419

**DATE APPROVED/COMMENCEMENT:** 2 July 2004

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/152

**GAZETTAL REFERENCE:** 24 September 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 17

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees of Process Engineering Technologies Pty Ltd, 5/28 Martha Street, Granville NSW 2142, who are employed in the provision of mechanical and electrical maintenance and other services for the Contract on the various Sydney Water sites and who fall within the coverage of Metal, Engineering and Associated Industries (State) Award and Electrical, Electronic and Communications Contracting Industry (State) Award

**PARTIES:** Process Engineering Technologies Pty Limited -&- the Australian Manufacturing Workers Union,  
Electrical Trades Union of Australia, New South Wales Branch

**PROCESS ENGINEERING TECHNOLOGIES PTY LTD  
SYDNEY WATER CONTRACT  
ENTERPRISE AGREEMENT, 2003**

An Enterprise Agreement made pursuant to Part 2 of Chapter 2 of the *Industrial Relations Act 1996* (NSW)

**PART A**

**1. Title**

This agreement shall be known as the Process Engineering Technologies Pty Ltd Sydney Water Contract Enterprise Agreement 2003.

**2. Arrangement**

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**3. Definitions**

“Employer” shall mean Process Engineering Technologies Pty Ltd or PET.

“Unions” shall mean the Australian Manufacturing Workers’ Union and the Electrical Trades Union of Australia New South Wales Branch.

“Contract” shall mean the contract between PET and Sydney Water Corporation.

#### **4. Parties**

The parties to this agreement are:

Process Engineering Technologies Pty Ltd;

The Australian Manufacturing Workers’ Union; and

The Electrical Trades Union of Australia New South Wales Branch

#### **5. Coverage and Nominal Term**

- 5.1. The enterprise agreement shall apply to all employees of Process Engineering Technologies who:
  - 5.1.1 are employed in the provision of mechanical and electrical maintenance and other services for the Contract on the various Sydney Water sites; and
  - 5.1.2 would otherwise be engaged in accordance with the parent awards referred to in subclause 6.1.
- 5.2 An employee commencing his or her employment with PET after the date on which this agreement comes into operation shall be employed in accordance with the terms of this agreement.
- 5.3 The company, the unions and the employees agree that no employee including apprentices and trainees shall be employed other than under the terms of this agreement. To avoid doubt, this means that no employee shall be offered Australian Workplace Agreement.
- 5.4 This agreement shall operate from 1 September 2003 and shall remain in force until 31 August 2006. This agreement shall be approved by the Industrial Relations Commission of New South Wales.
- 5.5 Prior to the expiration of the agreement negotiations for the next EBA shall take place.

#### **6. Relationship to Parent Award**

- 6.1 It has been determined by the parties that this Enterprise Agreement shall be read wholly in conjunction with Metal, Engineering & Associated Industries (State) Award and the Electrical, Electronic & Communications Contracting Industry (State) Award (the ‘Parent Awards’) and provided that where there is any inconsistency, the Enterprise Agreement shall take precedence unless otherwise specified.
- 6.2 Existing over award payments and conditions of employment shall continue to apply as if they were a term of this agreement except where expressly stipulated terms of this agreement provide otherwise.
- 6.3 Any new facilitative arrangement that may be incorporated in the Parent Awards, shall not be used during the life of this agreement except by agreement between the company and the Unions party to this agreement.

#### **7. Purpose**

The purpose of this agreement is to provide the framework for the continuous improvement of the maintenance operations of the company in an efficient, flexible and productive manner consistent with best practice initiatives.

The company, the union and the employees recognise that change be introduced in a constructive, managed manner in order to secure the future viability of the company and hence, long term security of the employees, together with a safe, fair and equitable working environment.

## **8. Hours**

### **8.1. Hours of work**

The hours of work shall be 38 per week, to be worked in accordance with this clause.

### **8.2. Days of work**

The ordinary hours of work prescribed by this clause may be worked on all or any days of the week Monday to Friday inclusive

### **8.3. Spread of Hours**

8.3.1 The ordinary hours of work shall be between 6:00am and 6:00pm at the discretion of the employer and, except for meal breaks, shall be worked continuously.

8.3.2 The spread of ordinary hours will not be changed except by agreement between PET and the majority of employees.

### **8.4. Maximum Daily Hours**

8.4.1 The maximum number of daily ordinary hours to be worked shall not exceed 8 on any day. Provided that the maximum number of daily ordinary hours may be varied to a maximum of 10 per day.

8.4.2 Provided further that in emergency circumstances, an employee may be required to work to a maximum of 16 hours.

### **8.5. Meal Breaks**

Meal breaks shall be taken in accordance with the relevant Parent Awards.

### **8.6. Restricted Access**

From time to time PET may be denied access to certain sites. In this event, PET may advise an employee, with the giving of not less than 4 weeks notice, or such shorter period as may be agreed between PET and the individual employee, that the employee will not be required to attend work on that day or days and that the employee shall instead take any accumulated RDO's or annual leave.

### **8.7. Rostered Days Off (RDO's)**

8.7.1. Employees shall work, on average, 8 hours per day on 19 days in each 4 week period. For each day worked PET shall withhold 0.4 of an hour's pay, with such withheld amount accruing towards a rostered day off (RDO).

8.7.2. The RDO shall be taken as agreed between the employee and PET.

### **8.8 Time Off In Lieu Of Payment (TILO)**

8.8.1 From 1 September 2004, PET will withhold an additional 1.85 hours per week. Such additional withheld amounts shall accrue into the employee's TILO account. A roster shall be developed to allow employees to take days off, payment for which shall be by way of the employee's TILO account.

8.8.2 This system shall be applicable to all staff employed under this agreement.

- 8.8.3 TILO System is separate from the RDO system & shall not be confused with that.
- 8.8.4 Weekly Wages shall be made up of payment for 36.15 hours. 2 hours towards RDO bank plus 1.85 hours towards TILO bank.
- 8.8.5 1.85 hours shall be accumulated in each person's TILO Bank per week.
- 8.8.6 TILO shall only be available on a programmed roster basis.
- 8.8.7 The Programmed TILO Roster shall permit one day off every month provided the employee has not taken Leave Without Pay for more than 38.15 hours in any week of the month period. If an employee has taken more than 38.15 hours leave without pay in any week, then TILO accumulated hours for that month shall be paid back and he or she will not be entitled for TILO in next month's TILO roster.
- 8.8.8 In the case where the hours worked in a week are more than 1.85, 1.85 hours shall still be deducted from paid hours to go towards TILO Bank.
- 8.8.9 Resource availability to meet operational and contractual requirements shall heavily depend on TILO Programmed Roster.
- 8.8.10 TILO Bank hours shall not be transferable to & from any other accumulated RDO bank hours, leave hours, etc
- 8.8.11 No RDO's shall be permitted on TILO nominated days except under extenuating circumstances.
- 8.8.12 The first two working Mondays, Wednesdays & Fridays of every month shall be TILO nominated days. (In case of public holiday falling on TILO nominated days, the next like day shall be TILO nominated day. For e.g. if 1st Wednesday of month is public holiday than replacement TILO nominated day shall be 3rd Wednesday of month)
- 8.8.13 When staff takes any form of leave and the TILO nominated day falls during this leave then staff shall be given appropriate leave back for TILO nominated day.
- 8.8.14 It is encouraged to take RDO's after the end of TILO nominated duration.
- 8.8.15 All new employees shall be entitled for TILO after accumulation of 8 hrs.

## **9. Wages and Allowances**

- 9.1 An employee's base rate of pay shall be the appropriate rate of pay as set out in Table 1 – Base Rates of Pay of Part B – Monetary Rates of this agreement.
- 9.2 The rates of pay in the said Table 1 include increases of 4.25% from 1 September 2003, 3.5% from 1 September 2004 and 3.5% from 1 September 2005.
- 9.3 The base rates of pay set out in this agreement are inclusive of the following allowances, howsoever described, that might otherwise occur under the Parent Awards:
  - Fares, Confined Spaces and Dirty Work Allowance;
 and shall be paid for all purposes of the Agreement.
- 9.4 The following allowances will be paid in addition to the base rates where applicable:
  - 9.4.1 Tool Allowance

A tool allowance as set out in Item 1 of Table 2 – Allowances, of the said Part B shall be paid for all purposes to tradespersons subject to the employee maintaining an adequate set of tools.

#### 9.4.2 Electrical Licence Allowance

An employee in possession of an electrical licence shall be paid for all purposes the amount as set out in Item 2 of Table 2, subject to the employee maintaining the licence.

#### 9.4.3 Sanitary Allowance

An employee shall be paid the amount as set out in Item 3 of Table 2 per hour of work carried out on Sewerage Treatment Plants.

#### 9.4.4 First Aid

- a. The first aid allowance as set out at Item 4 of Table 2 of Part B – Monetary Rates of this agreement will be payable per hour to the elected first aid officer/s nominated for the site
- b. PET will encourage all employees to undertake First Aid Training through the introduction of the following scheme:
  - c. The company shall pay the course costs for the First Aid Training
  - d. However, the course shall be done by the employees in their own time.
- e. There shall be a one-off incentive payment of \$50 made to the employee for participation in the First Aid Training in their own time
- f. The First Aid allowance payment shall be made on a roster basis to cater for a trained first aider on each site

#### 9.4.5 High Voltage Allowance

An authorised employee shall be paid per hour the amount as set out in Item 6 of Table 2 for each hour of work carried out on High Voltage equipment & booked on Maximo Work Order with Craft: Electrical (High Voltage).

#### 9.4.6 Team Leader Allowance

An employee appointed by PET as a leading hand shall be paid per hour the allowance as set out in Item 7 of Table 2.

#### 9.4.7 Acting Supervisor Allowance

An employee appointed by PET as an acting supervisor shall be paid per hour the allowance as set in Item 8 of Table 2.

### **10. Classification & Competency**

- 10.1 A proper classification & competency system based on recommendations of MISTAS has been successfully implemented.
- 10.2 Individual grievances may be referred to the dispute avoidance procedure in the enterprise agreement. This grievance should be resolved quickly to the mutual satisfaction of all concerned.
- 10.3 Job Profiles:
  - 10.3.1 The development and agreement of job profiles has taken place in accordance with the above process.

10.3.2 Base Trade will be 100% and 96 points as contained in Part B-Monetary Rates and Classification Structure.

10.4 The Company and the Unions agree that the implemented classification structure:

10.4.1 will not reduce conditions of employment of any employee.

10.4.2 Employees will be transferred to the classification structure contained in this agreement with no loss of pay.

10.4.3 Those employees with a higher rate than contained in the classification structure will have their rate red circled and receive the wage increases contained in clause 9 of this agreement.

10.5 The parties agree that during the life of this agreement, a review shall be initiated. The scope of this review is to bring current classifications in line with changes in national metal & engineering industry competency standards. The outcomes of the review shall be implemented after the expiration of the nominal term of this agreement.

### **11. Tools, Motor Vehicles and Transfer of Employees**

11.1 The following provisions shall apply where an employee is required to use his or her own motor vehicle or tools.

11.1.1 Upon the approval of this agreement, an employee shall demonstrate, to the satisfaction of PET, current registration of the vehicle and a comprehensive insurance policy for the vehicle.

11.1.2 Where an employee is using his or her own vehicle to travel between sites or within sites, (not being travel to or from work), and any incident occurs where the employee is required to make a claim against the insurance policy referred to in clause 11.1.1, and such claim is accepted by the employee's insurance company, PET will reimburse to the employee any excess incurred as a result of the claim.

11.1.3 Where an employee chooses to use his or her own vehicle for travelling between sites or within sites without having a comprehensive insurance policy for the vehicle, PET shall not be liable for any expenses incurred by the employee as a result of an incident with the vehicle. No employee shall be permitted to use an unregistered vehicle for any work purpose.

11.1.4 Where an employee's tools are lost or stolen PET will reimburse to the employee the cost of replacing such tools, provided that

- (a) The employee presents to PET evidence that the employee has notified the police as to the loss or theft;
- (b) such loss or theft was not due to the employee's own recklessness or carelessness; and
- (c) such loss or theft occurred:
  - i. while the employee was travelling between sites;
  - ii. while the employee was travelling within sites;
  - iii. while the employee was travelling to or from work; or
  - iv. outside of work hours, provided that the employee was not on leave.

11.2 All employees shall be given a regular place of work on which calculation of excess travel shall be based. If there is a change of regular place of work for an employee, a two week settling period will be applicable where excess travel can be claimed (in accordance with the relevant Parent Award), before the new place becomes the regular place of work for that employee.

## **12. Standby Allowance**

- 12.1 As the company operates a 24 hour service, there may be requirement to provide call-in services outside normal hours. There shall be a payment of a set amount of \$90 when a call-in is carried out after hours in addition to the overtime payment.
- 12.2 The overtime payment referred to in 12.1 is a 4 hour minimum at the appropriate overtime rates.
- 12.3 On attendance of a call-in, employees who remain on the job for more than three hours shall be given a 10 hour break between the finish of the call-in and the start of the regular day work.

## **13. Payroll Deductions (Union Fees)**

- 13.1 The company will provide payroll deductions for the payment of union fees for those employees who require this facility. Deduction will only be made providing the necessary "Authority to Deduct" form (provided by the union) has been submitted to PET.
- 13.2 Pay slips shall include all legal obligations including RDO's and annual leave.

## **14. Company Provided Vehicles**

- 14.1 PET provided vehicles are the property of PET and will be allocated on the basis of usage kilometre and need requirements.
- 14.2 PET will, where required, swap, move or replace vehicles based on the above.

## **15. Clothing**

- 15.1 Employees shall be provided with:
  - (i) Five shirts/trousers or five pairs of overalls; - Yearly
  - (ii) Safety shoes; - Yearly or wear and tear
  - (iii) Hard hat; - 3 years or wear and tear
  - (iv) Jacket (Bluey) – wear and tear
  - (v) Wet weather gear Jacket / Trousers – wear and tear
  - (vi) Broadbrim hat – wear and tear
  - (vii) Ear muffs – wear and tear
  - (viii) Safety glasses – wear and tear

and any other protective clothing required to ensure the health and safety of the employee whilst at work.

- 15.2 At the discretion of PET the items provided by this sub-clause will be supplied either on an annual or 'wear' and 'tear' basis.

15.2.1 For the purposes of this clause 'wear' and 'tear' basis shall mean;

- (i) The item is no longer providing protection; and
- (ii) The worn item is provided to PET.



## **16. Casual and Contract Labour**

- 16.1 All contractors and casual labour working in or in connection with the coverage of this agreement shall receive no less than the minimum rates prescribed in Part B – Monetary Rates of this agreement.
- 16.2 Casual employees employed subject to this clause will receive a casual loading of a minimum of 20% in addition to the rates of pay prescribed in Part B – Monetary Rates. The 20% loading includes payment for an additional one-twelfth loading of the ordinary time casual hourly rate as prescribed by the Annual Holidays Act 1944.
- 16.3 Notwithstanding 16.2 PET may use casual and contract labour subject to organisational requirements provided the following consultative procedure is followed:
- 16.3.1 The supervisor in conjunction with site personnel make the initial request for additional labour to the management. The management will inform the supervisor and or site personnel of the arrival on site of the casual contract labour.
- 16.3.2 Disputes over the use of casuals and or contractors will be conducted in accordance with clause 31 - Dispute Resolution Procedure, of this agreement.
- 16.3.3 Casual employees will not be engaged continuously for longer than 6 months. A casual employee engaged continuously for 6 months will be offered a permanent position if one is available. If no permanent position is available, the employee and PET may agree that the employee shall remain on casual basis until a permanent position becomes available. In any event, a casual employee and PET may agree to extend the casual arrangement beyond 6 months where the employee requests such an extension. Any agreement made pursuant to this clause should be in writing and kept on the employee's records.

## **17. Apprentices and Trainees**

Apprentices and trainees will be covered by this agreement in accordance with subclause 5.1 providing that an apprentice will receive the appropriate rate of pay as set out in Table 3 – Apprentices, of Part B – Monetary Rates, of this agreement. Trainees shall receive the minimum rates of pay as they would under the relevant Parent Awards.

## **18. Sick Leave**

Employees shall be entitled to sick leave in accordance with the parent awards

## **19. Carers Leave**

- 19.1 Use of Sick Leave for Carers Leave
- (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
  - 1. "relative" means a person related by blood, marriage or affinity;
  - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
  - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that persons relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### 19.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

#### 19.3 Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

#### 19.4 Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

#### 19.5 Make-up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

#### 19.6 Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

### **20. Bereavement Leave**

- 20.1 An employee shall be entitled to a maximum of three days leave without loss of pay on each occasion of the death of a person referred to in the relevant parent award.
- 20.2 With the exception of 20.1 above, bereavement leave shall be taken in accordance with relevant parent award to this agreement.

### **21. Jury Service**

Employees required to attend for jury service during their rostered working hours shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of their absence for such jury service and the amount of wage they would have received in respect of the ordinary hours they would have worked had they not been on jury service. Employees shall notify the company as soon as possible of the date upon which they are required to attend for jury service. Further, employees shall notify the company proof of attendance, the duration of such attendance and the amount received in respect of such jury service before the company will make payment.

### **22. Accident Pay**

- 22.1 "Accident Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to relevant workers compensation legislation and the employee's appropriate rate of pay as prescribed in Part B – Monetary rates of this agreement
- 22.2 Accident pay as defined above will be provided to an employee for up to 26 weeks during the period in which the employee is in receipt of workers compensation.

### **23. Long Service Leave**

- 23.1 Entitlements

23.1.1 Each employee shall accrue long service leave in accordance with the Long Service Act 1955 (NSW) (the 'Long Service Leave Act').

23.1.2 An employee whose service commenced after 1 April 1963 is entitled to 2 months leave for 10 years continuous service. Further long service leave of 1 month accrues after each 5 years of service. A month is defined as 4 1/3 weeks.

## 23.2 Pro Rata Entitlement

23.2.1 Employees are entitled to a pro rata payment when they have completed between 5 and 10 years service, where the employment is terminated due to the following reasons:

- (i) By the employer for any reason other than serious and wilful misconduct; or
- (ii) By the employee because of illness, incapacity, domestic or other pressing necessity; or
- (iii) Due to the death of the employee.

## 23.3 Taking Leave

23.3.1 When taking the leave, the employee shall give at least 1 months notice of the date from which it is proposed that the employees long service leave will be taken. On the provision of such notice, leave shall be granted by PET, subject to the needs of the employers establishment. Provision of such notice may be waived where agreement on the taking of leave is reached between the employee and PET.

23.3.2 PET may instruct an employee to take long service leave with the provision of 1 months notice.

## 24. Training

24.1 PET recognises the importance of on going employee training. Training is currently provided to employees and it represents a significant investment by the company. PET welcomes the input of all employees in this area.

24.2 Training will be provided in line with the training policy & the Skills Enhancement Training Programme. The committee will outline training requirements on a quarterly basis and decide who will be trained. Training must be relevant to the services provided under the Sydney Water Contract. This training program shall be subject to PET Management approval.

24.3 PET has established a method of skills evaluation that was formulated in conjunction with all employees. Employees skills have been assessed. The assessment determined that some employees skills fell short their pay rate.

24.4 The first focus of the training program will be to bring these employees skills up to their pay rate. This will remove the inequality that currently exists.

24.5 Training and Work Scope: The Company shall provide the necessary training and resources to enable employees to reach their full potential in accordance with the business needs of the enterprise.

24.6 Employees shall undertake training to enable them to perform a broader range of duties in order to complete the whole task at hand, provided that it is safe, legal and practicable for them to do so.

24.7 Training Programme Details: A fundamental element of the classification structure is the skills enhancement training programme. The aim of this programme is to develop competencies that reflect the standards which shall ensure worker safety and the development of a highly skilled and flexible workforce relevant to the services provided by the company.

- 24.8 The Company shall utilise the skills and expertise of internal and external training to develop the skills enhancement training programme.
- 24.9 The necessary training to achieve the skill levels shall be provided by the Company by way of on-the-job training and off-the-job based instruction. Training in accordance with the skills enhancement training programme shall ordinarily be undertaken in both the employee's and the employer's time; however, some courses may need to be attended outside ordinary working hours at no cost to the employer.
- 24.10 Consultative Committee Overview: The consultative committee shall oversee the skills enhancement training programme. The consultative committee shall be required to overview the training programme content and evaluation criteria to suit the requirements of the Company for service delivery to the Sydney Water Corporation assets.
- 24.11 The consultative committee shall also be required to facilitate the resolution of difficulties and problems which may arise in the establishment and implementation of the skills enhancement training programme.
- 24.12 Progress Through the Skills Enhancement Training Programme: Employees will start at the appropriate entry level and will be given the opportunity to progress to the highest level in accordance with the business needs of PET. Business needs will be determined by the volume and nature of the Company's work requirements, which will establish the numbers required in each classification level.
- 24.13 Workforce Participation as Trainers: In accordance with the PET group's philosophy that its workforce is its greatest asset, appropriate employees shall be selected by the consultative committee to participate in the evaluation of courses for inclusion in the training programme. These employees shall be encouraged to participate in appropriately accredited programmes so that they shall be suitably equipped to demonstrate and present elements of the training programme to the workforce.
- 24.14 Demonstration and Use of Enhanced Skills: Prior to employees advancing in the classification levels, they shall be required to undergo an objective evaluation of their specific skills. Employees will be assessed on and paid for the skills required to be used by the Company. The existing evaluation methodology will be used.
- 24.15 As part of the evaluation, all eligible employees shall be required to demonstrate competency in the skills previously held or those acquired as part of the skills enhancement training programme. Once employees have successfully demonstrated their skill competency to the appropriate classification level, they will be required to undertake work in the field commensurate with that skill level.
- 24.16 Payment of Course Fees: The Company will reimburse the cost of course fees for approved courses, subject to the following conditions:
- 24.16.1 Prior to the commencement of the course, discussions between the Contract Manager and the employee involved shall identify and agree whether completion of the intended course is in the Company's interests and will therefore be considered an approved course. Such agreement, if approved, shall be recorded in the personnel file; and course fees shall be reimbursed on the successful completion of the course.
- 24.17 In recognition of the importance of continual skill development of each employee and the future and current operational needs, PET is committed to ensuring that training is available to employees by mutual agreement.
- 24.18 PET will endeavour to employ a suitable number of apprentices under the confines of the agreed contract structure

## **25. Union Officials and Shop Stewards Rights**

- 25.1 An official or officer of the union/s shall have the right to enter the employer's establishment at any time during working hours for the purposes of conducting union business and matters incidental to union business, subject to the Industrial Relations Act 1996.

25.2 The shop steward(s) shall have access to the following rights and facilities:

25.2.1 The right of a shop steward to be freely, independently elected by union members as their workplace representative. Upon being informed by the union of the identity of the shop steward, the employer shall then formally recognise the shop steward as a legitimate representative of the union and workplace members until informed otherwise.

25.2.2 The right of shop stewards to address any employees who are not members of the union, during non-work time.

25.2.3 The right of a shop steward to have protection from victimisation

## **26. Trade Union Training Leave**

26.1 Subject to subclause 25.1 of this Clause, an employee appointed or elected as an accredited representative of the Unions ('as defined') to which he/she belongs shall upon application in writing be granted up to five days per annum for the purpose of trade union training leave without loss of pay.

26.2 Nothing in this clause requires that all five days available must be used each year by the employee and the balance of days remaining and the days available for trade union training leave will not accumulate from year to year.

26.3 Granting trade union training leave will be subject to mutual agreement between the employer and the employee. Such agreement will take account of the operational needs of the organisation and course dates at the time.

## **27. Right of Entry**

27.1 Right of Entry shall be in accordance with the client's site visitor's policy, that is, upon arrival the union official shall present at the front office to sign the visitors' book and notify P.E.T management of their presence on site. The union official shall be allowed to interview union members in company time provided the operational needs of the business are not unreasonably affected.

27.2 Except for the provisions of subclause 27.1, Part 7 of Chapter 5 – "Entry and Inspection by Officers of Industrial Organisations" of the New South Wales Industrial Relations Act 1996 will apply.

## **28. Superannuation**

28.1 Definitions

28.1.1 Unless the contrary intention appears, an expression used in this clause has the same meaning as it has in the Superannuation Guarantee (Administration) Act 1992 (the 'Superannuation Act')

28.1.2 "ordinary time earnings" is the rate of pay referred to in Clause 9.1 of the agreement

28.1.3 "eligible employee" shall mean an employee whose ordinary time earnings are more than \$250.00 per calendar month.

28.1.4 "NESS" shall mean N.S.W Electrical Superannuation Scheme (No. 1).

28.1.5 "STA" shall mean Superannuation Trust of Australia.

28.2 Contributions

28.2.1 The employer must contribute to superannuation at not less than the percentage of ordinary time earnings specified in the Superannuation Guarantee Charge Act 1992 and

related legislation. This level of contribution shall be made in respect of all eligible employees.

- 28.2.2 The contributions shall be in line with relevant government requirements
- 28.2.3 The contributions shall be made into NESS or STA.
- 28.2.4 The contributions shall be made monthly or more frequently.
- 28.2.5 The contributions continue until the eligible employee/s employment is terminated or until it is no longer lawful to make contributions.
- 28.2.6 Any employee wishing to enter into a salary sacrifice super contribution arrangement shall provide to PET proof that the employee has consulted an independent financial adviser. Salary sacrifice payment can be made by such employees wishing the company to deduct payments before tax for contribution to their super fund.

Except for the provisions of this clause the relevant parent awards shall apply.

### **29. Redundancy**

- 29.1 Redundancy provisions shall be in accordance with the “Electrical, Electronic & Communications Contracting Industry (State) Award” and the “Metal and Engineering Industry Redundancy (State) Award”.
- 29.2 PET will make contributions to MERT on behalf of employees (other than apprentices, trainees and casuals) at the rate of \$48 per week worked. Such payment will offset any payment required in accordance with clause 29.1 above.
- 29.3 PET, the Unions and employees, parties to this agreement, agree that the payment of redundancy at the rate of \$46 per week has been paid to all employees for the period up to 15 February 2000. This payment is an offset for any payment required in accordance with 29.1 for that period.
- 29.4 In addition to the provisions as per clause 29.1 upon redundancy unpaid sick leave accrued up to a maximum of ten days will be included in the final payment.

### **30. Termination of Employment**

- 30.1 Termination of employment shall be in accordance with the notice provisions of the Australian Workplace Relations Act 1996. The notice provisions set by Section 170CM(2) are:

Employee’s period of continuous service with the employer	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Note: the period of notice granted will be increased by 1 week if the employee:

- (i) is over 45 years old; and
  - (ii) has completed at least 2 years of continuous service with the employer.
- 30.2 At the time of termination the employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to an employee a written statement specifying the period of his or her employment and the classification of, or the type of work performed by the employee.

### **31. Dispute Resolution Procedure**

- 31.1 The parties to this agreement are committed to resolving grievances through open communication and to achieving a prompt resolution of any grievance. A grievance shall be dealt with in the following manner.
- 31.1.1 The employee(s) shall attempt to solve the grievance with their immediate supervisor.
  - 31.1.2 Should the matter remain unresolved, or where discussion with the immediate supervisor would be inappropriate, the employee(s) will notify the Manager or a nominated person of the grievance.
  - 31.1.3 The Manager or a nominated person shall arrange a meeting with the employee within 7 days of the notification, or as otherwise agreed to attempt a resolution of the grievance.
  - 31.1.4 The employee will be entitled to have a union representative or nominee present during any of these stages.
  - 31.1.5 Should the matter remain unresolved the matter may be referred to the Industrial Relations Commission of NSW for conciliation and arbitration, in accordance with the Industrial Relations Act 1996.
- 31.2 While these processes are being followed the parties shall be committed to avoid stoppages of work, lockouts or other bans or limitations on the performance of work and the employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the enterprise.

### **32. No Extra Claims**

The employer and the unions agree that they will not, for the duration of this agreement, pursue any extra claims.

### **33. Renegotiation**

- 33.1 The employer and the employees agree to commence negotiations for a replacement agreement no later than 1 month prior to the expiry of this agreement by holding a mass meeting subject to contract extension.
- 33.2 Subject to this agreement, the employer and the unions agree that they shall bargain collectively in relation to any matter, whether arising from this agreement or not, and in relation to the renewal, extension, variation or renegotiation of this agreement.

### **34. Consultative Committee**

- 34.1 The parties agree to maintain a consultative committee to assist the parties improve the productivity, efficiency and to provide for the effective involvement of union members in the decision making process.
- 34.2 The consultative committee will also assist in the role of site training requirements. The committee will ensure an equitable balance of company and employee issues in the preparation, delivery and evaluation of training programs.

### **35. Signatories**

Signed for and on behalf of Process Engineering Technologies Pty Ltd

Name: Atul Patel

Signature:.....

Date: 7 June 2004

Name of Witness: Salil Ray

(Signature of Witness): .....



Signed by the Australian Manufacturing Workers' Union on behalf of employees to be covered by this agreement.

Name: Signature:..... Date: 24 May 2004

Name of Witness: (Signature of Witness): .....

Signed by the Electrical Trades Union on behalf of employees to be covered by this agreement.

Name: Signature:..... Date: 3 May 2004

Name of Witness: (Signature of Witness): .....

## PART B

### MONETARY RATES

**Table 1 – Base Rates of Pay**

Classification	Base Rates		
	From 1 September 2003 \$	From 1 September 2004 \$	From 1 September 2005 \$
PET 0	19.18	19.85	20.55
PET 1	20.14	20.85	21.58
PET 2	21.15	21.89	22.66
PET 3	23.15	23.96	24.80
PET 4	24.17	25.01	25.89

**Table 2 - Allowances**

Item No.	Clause No.	Description	Per week from 1/903 \$	Per hour from 1/9/03 \$	Per week from 1/9/04 \$	Per hour from 1/0/04 \$	Per week from 1/9/05 \$	Per hour from 1/0/05 \$	Included in All Purpose Rate ?
1	9.4.1	Tool	11.60	N/A	11.60	N/A	11.60	N/A	Y
2	9.4.2	Electrical License	26.00	N/A	26.00	N/A	26.00	N/A	Y
3	9.4.3	Sanitary	11.40	0.30	15.20	0.40	15.20	0.40	N
4	9.4.4	First Aid	10.80	0.28	10.80	0.28	10.80	0.28	N
5	29	Mert	48.00	N/A	48.00	N/A	48.00	N/A	N
6	9.4.5	High Voltage	11.40	0.30	15.20	0.40	15.20	0.40	N
7	9.4.6	Team Leader	35.00	0.92	35.00	0.92	35.00	0.92	N
8	9.4.7	Acting Supervisor	58.00	1.53	58.00	1.53	58.00	1.53	N

**Table 3 – Apprentices**

	Base Rates		
	From 1 September 2003 \$	From 1 September 2004 \$	From 1 September 2005 \$
1st Year	8.47	8.76	9.07
2nd Year	11.08	11.47	11.87
3rd Year	15.11	15.63	16.18
4th Year	17.73	18.35	19.00