

# REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/125

**TITLE: Dynamic Electrical Constructions Pty Limited Enterprise Agreement**

I.R.C. NO: IRC6/927

DATE APPROVED/COMMENCEMENT: 3 March 2006 / 1 June 2006

TERM: 24

NEW AGREEMENT OR  
VARIATION: Replaces EA03/237.

GAZETTAL REFERENCE: 31 March 2006

DATE TERMINATED:

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## COVERAGE/DESCRIPTION OF

**EMPLOYEES:** The agreement applies to employees of Dynamic Electrical Constructions Pty Limited engaged at the Company's Unanderra branch, namely 253-255 Princes Hwy, Unanderra, NSW 2526, who fall within the coverage of the Electrical Contracting Industry (State) Award.

**PARTIES:** Dynamic Electrical Constructions Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch

# ***ENTERPRISE***

# DEC



Quality  
Endorsed  
Company  
ISO 9002  
QEC 398-02

Report No:  
Version:

*EBA003*  
*002*

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- **INTRODUCTION**

The purpose of this Agreement is to develop and implement workplace reform strategies enabling continuous process aimed directly at improving the competitiveness of the Company in the marketplace. This process will deliver projects on time and within budget ensuring job satisfaction and security for Employees.

- **STRUCTURE OF AGREEMENT**

- **Title**

This Agreement shall be known as the Dynamic Electrical Constructions Pty Limited Enterprise Agreement

- **Definitions**

For the purpose of this Agreement

- “Agreement” means this Enterprise Award
- “Parent Award” means the 'Electrical, Electronic and Communications Contracting Industry (State) Award
- “Company” means Dynamic Electrical Constructions Pty Limited
- “Employee” means an Employee of the Company performing work within the scope of this Agreement
- “Union” means the Electrical Trades Union of Australia, NSW Branch, (The Communications, Electrical, Electronic, Energy, Information, Plumbing, Postal and Allied Workers Union of Australia).
- “Consultative Committee” A committee of elected Employees and Management representatives.

- **Date and Period of Operation**

This Agreement shall come into operation from the 1<sup>st</sup> January 2006 and remain in force until 31 December 2008.

- **Parties Bound**

This Agreement shall be binding upon:

- Dynamic Electrical Constructions Pty Limited.
- All Employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award.
- Electrical Trades Union of Australia, NSW Branch

- **OBJECTIVES OF AGREEMENT**

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

- To ensure customer satisfaction in the provision of service;
- Improving job security and working environment;
- Increasing the productivity, efficiency and flexibility of the Company and its workforce;
- Creating a co-operative, safe and harmonious environment within the Enterprise;
- Establishing and developing better and more effective communication and consultation between the Company and Employees;

- Developing better work practices and methods that substantially reduce and eventually eliminate lost time and materials wastage;
- To foster a commitment to the Company's Quality Management System, Workshop Accreditation Program and Occupational Health, Safety & Rehabilitation Program;
- Establishing performance indicators so as to measure our performance and identify ways of achieving real and lasting improvement in productivity, efficiency and flexibility;
- To implement a training programme consistent with the provision of the Parent Award and this Agreement for all Employees.

- **APPLICATION OF AGREEMENT**

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

Where there is any inconsistency between this Agreement and the Parent Award, the Agreement shall prevail to the extent of the inconsistency. Where a situation / condition is not mentioned in this Agreement the Parent Award provision is to prevail.

Other than the BHP Allowance and Construction Work Margin, all other disability allowances set out in the award will be abolished and deemed as offset by the pay increases included in this agreement.

- **CONDITIONS OF AGREEMENT**

- **Overview**

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

- 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; and
- Comply with any request of the Company to work reasonable overtime in excess of the ordinary hours at any time during the seven days of the week at the appropriate remuneration; and
- Recognise the right of the Company to have an appropriate number and mix of classification and skill during any hours of work; and
- Agreed that seniority or last on-first off systems shall not apply with regards to termination of employment, rather the attitude, efforts, skill and abilities of Employees and the operational needs and requirements of the Company shall be the determining factor; and
- Properly use and maintain all appropriate protective clothing and equipment provided by the Company for specified circumstances; and
- Use any technology and perform any duties which are within the limits of the Employee's skill, competence and training; and
- Adhere to agreed start and finish times for all work periods; and
- Maintain commitment to, and comply with the Company's directions (consistent with the objectives of this Award) with respect to safety, quality, site cleanliness and waste management; and
- Be committed to the objectives in Clause 3 of this Award.

- **Work Hours / Breaks / RDO's**

The parties agree that the current working arrangements for hours of work provisions (including the daily maximum ordinary hours and the taking of meal breaks and rest periods) may be altered during the life of this Agreement following consultation and agreement by the consultative committee 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.

- **Ordinary Hours**

Ordinary hours for the purpose of this Agreement shall be 38 hours per week worked from Monday to Friday and shall be between 6:00am and 6:00pm. Where agreed by the Company and the majority of Employees involved, different methods of implementation of the hours of work, including extending the eight (8) ordinary hours maximum, may be applied to various groups or sections of Employees.

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.

- **Implementation of 36-Hour Week**

The implementation of a 36-hour working week will occur in a staged process over a 3-year period. At the end of this period, full implementation of the 36-hour working week will occur. The staged process is as follows;

- 2006: 4 paid personal days.
- 2007: 8 paid personal days.
- 2008: 12 paid personal days.
- 2009: Full implementation of 36-hour working week.

Sufficient notification must be given by an employee of their intention to take a personal day to ensure minimal disruption to planning and scheduling of workload. Generally, personal days cannot be taken concurrently unless the employee's Manager grants specific prior approval. The company may request that an employee take a personal day(s) when workload is light.

The company will have discretion in how the 36-hour working week is implemented in regard to normal working hours. The company may elect to implement a continuous 36-hour working week cycle or a 32/40-hour fortnightly cycle.

- **Overtime**

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

Employees required to work for two hours only after the nominated finish time shall be paid at the rate of time and one-half and no meal allowance shall be paid.

- **Rostered Day's Off (RDO's)**

The Company and the Employees agree to increased flexibility with regard to the taking of RDO's. By agreement between the Company and Employees affected RDO's may be rescheduled or staggered over the work cycle rather than taken on scheduled RDO days.

By agreement between the Company and an employee, RDO's may be banked. A maximum of 6 RDO's may be banked. Records of each employee's RDO will be kept by the Company and made available to the employee on 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 workday.

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

On 31 December each year, and employee must by agreement with the Company either take the accrued days off or be paid out on the last full pay period prior to 31 December.

- **Start and Finish Times**

In an effort to increase productivity all Employees agree to be dressed, equipped and ready to commence work at the nominated start time. Down tools, wash up and completion of time sheets shall occur 10 minutes before the nominated finishing time.

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

Employees shall be at the nearest gang box or site shed dressed, equipped and ready to commence work at the start time. Down tools and wash up time shall occur 10 minutes before the nominated finishing time.

Working time increments shall be in 15-minute blocks for the purpose overtime and starting/finishing time. Employees late in starting or early finishing shall have time deducted accordingly to the next whole time increment. Eg. 10 minutes work back – 15 minute overtime, 20 minutes work back – 30 minutes overtime, 10 minutes late starting – 15 minute deduction, 20 minutes late starting – 30 minute deduction, etc.

- **Sick Days**

It is agreed by the Company and the Employee's that the use of sick days will be strictly in accordance with the provisions of Clause 22 of the Parent Award.

- **Stand By / Availability for Duty**

It is agreed that where the company provides suitable mobile communication to an employee no additional payment and/or conditions for Stand By/Availability for Duty will apply. In all other cases, payment/conditions shall be as laid down in the Parent Award.

- **Site Allowance/Site Rates**

Site allowances will be paid in addition to the rates payable under this Agreement only where such site allowances are: -

1. Awarded by the Industrial Relations Commission, or
2. Contractually required to be paid at the time of tender submission

Productivity allowance is to be absorbed into site allowances except where contract conditions require otherwise.

- **Electrician's Picnic Day**

Each employee will be required to produce a receipt to the company for the entrance fee to the electrician's picnic, to qualify for payment of that day.

- **Rest Period After Overtime**

Rest Period after overtime shall be as per the award, i.e. 10-hour break.

Where an employee works six (6) hours 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.



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 i.e. on an hour for hour basis.

- **Superannuation**

The Company will pay superannuation contribution into the NESS No.1 Superannuation Scheme for each Employee. It is hereby agreed that this superannuation fund will be the sole fund utilised under this agreement provided the employee transferring their existing arrangements to NESS incurs no financial disadvantage. The contribution rate shall be as required by the Superannuation Guarantee Legislation.

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

- **Redundancy**

Redundancy will be paid strictly in according to the provisions of the Parent Award; with the exception that this award shall not apply notwithstanding that employment is terminated by the Company due to the customary turnover of labour.

- **Electronic Funds Transfer**

All employees will be paid by Electronics Funds Transfer.

- **Top up Accident Cover**

Top up insurance will be provided by the Company on projects where contractually obliged at the time of tender's submission.

- **Mobiles Phones and Personal Phone Calls**

The use of personal mobile phones shall be kept to a minimum. Outgoing phone calls shall be made during crib and lunch breaks. When incoming calls are received, employees shall remove themselves to a safe area away from all potential hazards. The call shall be kept as brief as possible.

Personal phone calls received during normal working hours will only be forwarded to an employee when of an urgent nature. In other circumstances, a message will be taken and forwarded to the employee during breaks. Personal phone calls made by employees during normal working hours should only be those of an urgent nature and then should be kept brief.

- **New Employees**

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

Notwithstanding the above, the Company reserves the right to engage an Employee for a specified task or specified period basis.

- **Inclement Weather**

The Company and the Employees will collectively work toward the minimisation of lost time due to inclement weather. Common sense and safety will be the guiding principles.

Further to this, the Company and the Employees undertake to adopt the following principles with regards to inclement weather:

- Necessary work or making good/safe will continue until the work can no longer be carried out in a safe manner.
- If it is required, the Company will provide appropriate clothing whilst work continues in an inclement weather situation. Such clothing will remain the property of the Company.
- Walking to and from unaffected areas on a project site will be carried out using the appropriate clothing supplied by the Company.
- If, in the opinion of the Company, useful work is available in another area or site, the Employees shall accept transfer to that area or site.
- Where the Company believes initiatives described in the above are not practical or would be non-productive, the non-productive time can be used for activities such as skill development, training or the planning and re-programming of the project.

- **Distant Work**

Where an Employee volunteers to be transferred to a distant site they shall not be entitled to living away allowance or travel expenses.

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

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

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

- **Time Sheets/Records**

Where required each Employee shall be responsible for the accurate and timely completion of time sheets, productivity records, QA and safety documentation. Time sheets shall be completed each afternoon prior to leaving work and failure to do so may result in delay of payment for that day.

- **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.

- **No Extra Claims**

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

- **Dispute Settlement Procedure**

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

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

- a The Employee(s) or accredited Employees representative wishing to raise any matter affecting the Employee(s) shall:
  - i Initially raise the matter with the Employee(s) immediate supervisor / foreperson. If within one (1) full working day agreement is not reached at this level, the Employee(s) or representative shall then:

- ii Raise the matter with the Company manager or representative. If within a further two (2) full working days agreement is not reached at the level, the Employee(s) or representative shall 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 negotiation as prescribed in (a) fail, the matter (where appropriate) shall be referred to the National Electrical Contractors Association and the State Secretary of the Union with five (5) working days, at which level a conference of the Company and the Employee(s) 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 resolutions.
- d Whilst the above procedure is being carried out, work shall continue normally.
- e The Company and the Employees shall strictly observe all recommendations, orders and / or directions of the Industrial Relations Commission of New South Wales.
- o **Industrial Impact on Client**

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

However, further to the above process, on any BHP or BHP related site, if a stoppage of work is to be applied the Union will then give notification, in writing where possible, of the stoppage. If the stoppage will cause interruption and / or delay to the BHP operations then the stoppage shall not occur within five (5) days of the notification.

- o **Impact of Client Industrial Disputes**

When Dynamic Electrical Constructions Pty Limited Employee's are working within the boundaries of a Client's operations and the Employee's enter upon an industrial stoppage, Dynamic Electrical Constructions Pty Limited Employee's will continue to work where:

- a The work is in the terms and specifications of a specific fixed price contract, whether described by the Client as "Capital", "Maintenance" or "Services"
- b The work can be continued without carrying out any work of the other Employee's on strike.

In instances where work physically cannot continue because of the Employee's stoppage, there will be no restriction on work carrying on in the Dynamic Electrical Constructions Pty Limited workshop (whether on site or not) or carrying out work at another contract location. If these options are unavailable the Company reserves the right to stand down as in accordance with the Award.

- o **Occupational, Health, Safety & Rehabilitation**

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

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

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

Any dispute arising out of Occupational, Health, Safety & Rehabilitation issues will be dealt with in accordance with Clause 5.14, 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 any OHS&R issue at a workplace level.

- **Quality Assurance**

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

- **Training / Skill Development**

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

- a To developing a more highly skilled and flexible workforce.
- b To providing Employees with the appropriate career opportunities, all in accordance with the current and future skill needs of the Company

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.

- **Counselling and Disciplinary Policy and Procedures**

Attached, as Appendix E to the Agreement is the Company's Counselling and Disciplinary Policy and Procedures. Its objective is to describe the procedures and mechanisms involved in the fair treatment of individual Employees with respect to discipline.

The Company and the Employees agree to abide by this document.

- **Performance Measures**

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

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

- Reductions in absenteeism, labour turnover, lost time, limitations and bans.
- Waste:- Amount of rework, volume, number of defects, consumable usage / wastage rates, waiting time, damage or loss to tools and equipment
- Quality:- Number of non-conformances, customer satisfaction.
- Occupational Health and Safety:- Medical treatment injury frequency rates, lost time injury frequency rates, incidents, rehabilitation process, safety initiatives implemented.
- Productivity

- **Consultative Mechanism**

The Company and the Employees agree that a precondition for the effective operation of this Award is the establishment of a consultative mechanism within the Company.

To this end, a consultative committee comprising of Company appointed representatives and Employee representatives shall 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 3 of this Agreement. More specifically, it will examine all issues relating to the productivity, safety and efficiency of the activities of the company.

- **Work Teams**

Where specific projects and or areas allow, it is the intent of the Company to introduce the concept of work teams.

The work teams shall consist of groups of Employees with the responsibility to carry out clearly identified portions of work. Their responsibilities may include planning and programming, co-ordination with other trades, procurement of necessary materials, quality assurance and task completion.

The work teams members will be required to work to the full utilisation of their skill competence and training consistent with their classification.

The Company and Employees recognise that there will be elements of work or processes that are not suitable for this model. In those instances however, the other aims and objectives of this Agreement will still apply.

- **Apparel**

The issue of personal protective clothing and footwear shall be in accordance with the Company Clothing Issue Scheme (Appendix C)

- **Tools**

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

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

Employee's tools lost by theft whilst actually being used for work (i.e. when not securely stored as described above) are however, the sole responsibility of the Employee and will not be replaced. Tools requiring replacement due to normal wear and tear are the responsibility of the employee.

Any claim for such loss of tools by theft must be submitted in writing to management for appraisal.

Each Employee shall provide the Employer with a validated agreed list of tools.

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

- New Employees on engagement
- Existing Employees within three (3) months from certification of this agreement
- The validation may be requested on an annual basis
- All agreed tools used in the normal course of work, which are in excess of the prescribed list in Appendix D, shall be validated and included in the individual Employees tool list.

The Employer shall validate such tools upon request.

All tools shall be of an acceptable agreed standard.

○ **Wage Increases**

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 the Agreement.

- a) These wage increases will be in lieu of any increase granted by the Industrial Relations Commission during the term of this agreement.
- b) All electrical tradespersons employed by the Company will;
  - Possess a current Qualified Supervisors Certificate, and
  - Achieve and demonstrate an agreed level of competency to the Company's skills requirements.
- c) Existing unlicensed electrical tradespersons will be encouraged to achieve Qualified Supervisors Certificate within a timeframe established by the Consultative Committee.
- d) The Company and employees, through the Consultative Committee, will establish skills requirements and associated competencies that will allow the employees to benefit financially by being able to provide a more comprehensive and professional range of services to the Company's Customers.

○ **Leading Hand / Foreman**

- a) Leading Hand Allowance shall be paid as per the award.

• **SIGNATORIES**

Signed By: _____	Date: _____
Witnessed By: _____	Date: _____
For and on behalf of Dynamic Electrical Constructions Pty Limited	
Signed By: _____	Date: _____
Witnessed By: _____	Date: _____
For and on Behalf of Electrical Trades Union of Australia, NSW Branch	

**APPENDIX A**

**Base Competencies for Electrical Tradespersons**

DEC ELECTRICAL WORKSHOP/PANELS TRADESPERSONS

An electrician within the Workshop/Panels Divisions should possess skills to:

- Interpret Occupational Health & Safety Requirements, for example, lifting equipment, test facilities, etc.

- Job Safety Analysis/Risk Assessment.
- Interpret and put into practical use the requirements of the latest version of AS3800 & AS3000.
- Interpret DEC's Quality Assurance and Workshop Certification Requirements.
- Interpret and put into practice the Customers Specification.
- Interpret electrical diagrams, cable schedules and certification drawing's.
- Plan material requirements in advance for their portion of the job.
- Effectively work with storeman to ensure good stock control practise.
- 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.
- Effective communications verbally to supervisors and other trade contractor representatives.
- Effectively communicate in writing using standard test and report forms.
- Measure using tapes, rulers, multimeters, verniers, micrometers 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 tester, earth loop tester, RCD/ELCB tester, surge comparison unit, test bay, load test unit.
- Terminate cables by crimping, clamping and soldering.
- Design layouts, assemble and wire control panels.
- Design, manufacture & install simple brackets for equipment mounting.
- Install wiring systems in accordance with Ex certification.
- Dismantle, assess, repair and assemble components and rotating electrical machines in accordance with best practice, manufacturer specifications and/or Ex certification.

**Commission and test electrical equipment, such as:**

- Transportable equipment/appliances
- Sensors
- Switchboards
- Control Panels
- Switchgear
- Programmable Logic Controllers
- Rotating Electrical Machinery

**Maintain and Fault Find, electrical equipment such as:**

- |                                 |                                      |
|---------------------------------|--------------------------------------|
| - Electrical rotating machinery | - Transportable equipment/appliances |
| - Protective Devices            | - Electrical accessories             |
| - Switchboards                  | - Control Panels                     |
| - Switchgear                    | - PLC Controlled Equipment           |

## DEC ELECTRICAL CONTRACTING/SHIPPING TRADESPERSONS

An electrician within the Contracting/Shipping Divisions should possess skills to:

- Interpret Occupational Health & Safety Requirements, for example, use of ladders, Authority to Work, use of harnesses etc.
- Job Safety Analysis/Risk Assessment
- Interpret and put into practical use the requirements of the latest version of AS3000
- Interpret DEC's Quality Assurance Requirements.
- Interpret and put into practice the Customers 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.
- Effective communications verbally to customers, supervisors and other trade contractor representatives.
- Effectively communicate in writing using standard formes.
- Measure using tapes, rulers, multimeters 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 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 brackets for equipment mounting.

### **Install and terminate the following wiring systems.**

- |   |                 |   |                    |
|---|-----------------|---|--------------------|
| - | TPS Cable       | - | Armoured Cable     |
| - | Catenary cables | - | Underground cables |
| - | MIM's cables    | - | Screened cables    |

### **Install commission and test electrical equipment, such as:**

- Fixed wired equipment/appliances
- Sensors
- Electrical Accessories
- Luminaries
- Switchboards
- Control Panels
- Switchgear
- Programmable Logic Controllers
- Rotating Electrical Machinery



**Decommission electrical equipment and wiring systems.**

**Respond to breakdowns, diagnose and repair faults on electrical equipment.**

**Maintain electrical equipment such as:**

- Electrical rotating machinery
- Protective Devices
- Luminaries
- Control Panels
- PLC Controlled Equipment
- Fixed wired equipment/appliances
- Electrical accessories
- Switchboards
  - Switchgear

**APPENDIX B**  
**Base Rates & Wages Structure**

	Current	1/01/2006	1/07/2006	1/01/2007	1/07/2007	1/01/2008	1/07/2008
GRADE 5 Unlicensed	19.69	22.72	23.23	23.76	24.29	24.84	25.39
GRADE 5 Unlicensed B Class	20.12	23.18	23.70	24.24	24.78	25.34	25.91
GRADE 5 Licensed	20.46	23.50	24.03	24.57	25.12	25.69	26.27
GRADE 5 Qual Super B Class	20.89	23.96	24.50	25.05	25.61	26.19	26.78
Fares Allowance (Per Day)	11.00	11.50	11.50	12.00	12.00	12.50	12.50
Travel Allowance (Per Day)	15.20	15.80	15.80	16.40	16.40	17.00	17.00
Yearly Increase	4.50%						
Current Pay Increase	14.86%						

**Notes:**

1. Wage increases are payable from the first pull pay period on or after 1<sup>st</sup> January 2006.
2. Fares Allowance: Employees provided with or transported by company vehicle not entitled to fares allowance.
3. BHP Allowance: \$1.15/hr additional to the above rates and to be paid where prescribed in the award.
4. Construction Work Margin: Paid additional to above rates when working away from Unanderra workshop.
5. Special Allowance included in hourly rates.
6. B Class Competency: Included in hourly rates as shown above.
7. Forklift License Allowance: \$ 5.60/week (Not for all purposes of the award and when requested by company).
8. Leading Hand Allowance: As per the Award.
9. Average District Bonus shall be applicable to all underground work and where contractually obliged at time of tender.

## APPENDIX C

### Company Clothing Issue Scheme

#### 1. GUIDELINES

- Clothing will be issued in May and November each year. Full-time employees become entitled to the scheme three months after starting with the company at the next issue date. Contract or casual employees do not qualify for the scheme.
- Clothing will only be issued upon receipt of a completed "Clothing Issue Order Form".
- Under no circumstance will an employee be reimbursed for clothing that they may have purchased outside the scheme.
- The colour of clothing will be all navy blue or light blue shirt with navy blue trousers.
- Employees are expected to maintain their 'safety clothing' in a reasonably clean and tidy condition and in good repair.
- The scheme will operate under a points system with each employee given six (6) points per year. Points do not accumulate from year to year. Items may be ordered in any combination of the items listed below. Safety boots and Jackets are limited to one per year. Safety boots will be subsidised to the value of \$65.00

Long Sleeve Navy Blue Cotton Drill Shirt	1 point
Long Navy Blue Cotton Drill Pants	1 point
Long Navy Blue Cotton Drill Overalls	2 points
Safety Boots (per pair)	2 points
18oz. Navy Blue Wool Zippered Jacket	2 points

- Safety boots may be purchased and paid for by an employee and reimbursed by the company upon presentation of proof of purchase that must be a Tax Invoice. Alternatively, employees may utilise company accounts and present the delivery docket to the main office staff.
- The company reserves the right to change the guidelines of the scheme at any time.

## APPENDIX D

### Trades Person Agreed Minimum Tool List

Allen Keys	Set of Imperial and Metric
Hammer	500gm or 750gm ball pane hammer
Hacksaws	Junior & Regular
Knife	Stanley Retractable Type
Pliers	200mm combination pliers, insulated 150mm long nose pliers, insulated
Punches	Light centre punch Heavy centre punch
Rules	150mm steel rule 300mm steel rule
Side cutters	Insulated
Screw driver's	Flat blade, Phillips head & Terminal types
Spanners	150mm adjustable (shifting) spanner 200mm adjustable (shifting) spanner 300mm adjustable (shifting) spanner Set spanners $\frac{3}{16}$ " , $\frac{1}{4}$ " , $\frac{5}{16}$ " , $\frac{3}{8}$ " , $\frac{1}{2}$ " , $\frac{5}{8}$ " and $\frac{3}{4}$ " , Combination open end & ring. Set spanners 6mm to 19mm, Combination open end & ring.
Tape measure	3 metre flexible steel
Tap Wrench's	Small & Large
Dividers	150mm
Multigrips	250mm
Scissors	200mm
Wire strippers	Adjustable type
Sockets	$\frac{3}{16}$ " to $\frac{1}{2}$ " ( $\frac{1}{2}$ " Drive) 8mm to 19mm ( $\frac{1}{2}$ " Drive)
Tin snips	250mm
Toolbox	Suitable for above tools

Tool Allowance should be utilised to maintain and add to this tool list.

## APPENDIX E

### Counselling and Disciplinary Policy

#### 1. OBJECTIVE

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

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

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

The establishment of a detailed policy and procedures document is to ensure all Employees of Dynamic Electrical Constructions Pty Limited are familiar with the expectations of management and fellow workers.

#### 2. DISCIPLINARY PROCEDURE

##### 2.1. Objective

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

##### 2.2. Procedure

The disciplinary procedure can be summarised as below:

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

##### 2.3. Stage One – Counselling

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

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

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

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

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

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

#### **2.4. Stage Two – Written Warning**

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

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

The Employee's Projects Manager of higher management will carry out the interview.

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

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

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

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

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

#### **2.5. Stage Three – Termination of Employment**

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

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

The Employee's Contract's Management or higher management will carry out the interview.

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

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

The Employer may, following careful consideration of all the factors, the defence raised by the Employee and further investigation of matters raised by the Employee, terminate the Employee's employment. The Employee will be advised in writing that his / her employment is terminated, from what date and by what method.

The Employer will decide whether the Employee will work out the required period of notice or be paid in lieu thereof. The minimum period of notice will be one (1) week.

In the event of an Employee being required to work out the required period of notice he/she will be granted leave of absence without pay for one day in order to look for alternative employment.

If requested by the Employee, the Employer will provide;

- a A termination of Employment statement, and/ or
- b A Certificate of Employment

### 3. **SUMMARY DISMISSAL**

The Management may exercise their right to summarily dismiss an Employee for:

- Dishonesty, including theft
- Wilful misuse of Company property, materials or equipment
- Fighting
- Refusal of duty
- Serious neglect of duty
- Malingering
- Wilful negligence of safety procedure
- Gross insubordination or abuse
- Drunkenness
- Illegal drug use (unprescribed drugs)
- Extreme inefficiency or incompetence
- Serious and wilful disobedience
- Serious misconduct

The Employee will be personally advised that a disciplinary interview is required. At this same time, the Employee will be personally advised of the reason(s) for the disciplinary interview.

The Employee's Project's Management or higher management will carry out the interview.

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

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

The Employer may, following careful consideration of all the factors, the defence raised by the Employee and further investigation of matters raised by the Employee, terminate the Employee's employment. The Employee will be advised in writing that his / her employment is terminated, from what date and by what method.

Wages will only be paid to the time of dismissal.

If required by the Employee, the Employer will provide:

- a A Termination of Employment Statement, and/or
- b A Certificate of Employment

4. **TIME LIMIT ON LIFE AT COUNSELLING AND/OR WARNINGS**

No time limit on the life of previous counselling or warnings will apply. However, the flow of time will be a factor taken into consideration should it be necessary to take previous counselling and/or warning into consideration.