

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/336

TITLE: Picton Power Lines Pty Ltd Enterprise Agreement 2000-2002

I.R.C. NO: 2000/4826

DATE APPROVED/COMMENCEMENT: 13 November 2000/ 15 November 2000

TERM: _____ 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 47

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged pursuant to the Electrical, Electronic and Communications Contracting Industry (State) Award

PARTIES: Picton Power Lines Pty Ltd, -&- Gary Ainsworth Dave Andresen, Dale Anson, Les Brown, Howard Cardwell, Gary Childs, Joel Cracknell, Lyndon Delaney, Robin Down, Greg Fugar, Peter Goulder, Graham Hill, Brian Hunt, Jason Jay, Richard Laycock, Trent Lewis, Paul McCarthy, Corey Porteous, Robert Porter, Nathan Thornton, Adam Walton



PICTON POWER LINES PTY LIMITED

**ENTERPRISE
AGREEMENT
2000 - 2002**

Copy No. 11A

Revision No 6
10 November 2000



Distribution

Shown below is the distribution table detailing the copy numbers and location of this "Enterprise Agreement"

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Amendment Record for this “Enterprise Agreement”

Clause No	Appendix No if applic.	Date	Approved by	Brief Description of Amendment
N/A	N/A	12/9/00	Allan Hunt	Copy No 11 varied to 3 copies numbered 11A, 11B & 11C. All being forwarded to the Industrial Registry
N/A	N/A	16/10/00	Allan Hunt	Distribution Table changed - Employee copies to be uncontrolled, unlimited in quantity and unnumbered
5		6/11/00	PPLCC	Page 6 - Notice changed to 3 months
14		6/11/00	PPLCC	Page 11 - Clarification under the headings "Wages" and "Hours of Work"; concerning payment for overtime and travel time.
16		6/11/00	PPLCC	Pages 12 & 13 - Clarification that some administrative employees also share in the "gain share".

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INTRODUCTION

This Agreement has been developed through a process of consultation between the Management of Picton Power Lines Pty Ltd and its Employees. It represents a shared commitment to meet Client Cost, Time and Quality expectations in order to gain and maintain a competitive advantage in the market.

Registration of this Agreement will be sought under ... *appropriate government requirements*

Clause 1 TITLE

This Agreement will be known as the PICTON POWER LINES PTY LTD ENTERPRISE AGREEMENT 2000 - 2002.

Clause 2 . PARTICIPANTS

Picton Power Lines Pty Ltd and its Employees are the participants in this Agreement and are referred to as "the Parties" throughout.

Clause 3 INTENT

By entering into this Agreement it is the intent of the Parties to:

- Create a cooperative, productive and profitable working relationship between themselves through ongoing consultation;
- Establish a highly skilled and flexible operation through Management and Employee skills development;
- Secure the competitiveness and viability of the business; and
- Improve the remuneration, working conditions and employment security of Employees.

Clause 4 OBJECTIVES

The key Objectives of the Parties to this Agreement are to:

1. Develop a strong Client focus in all Company activities;
2. Raise the level of consultation, trust, team work, and shared commitment throughout the Company;
3. Continuously improve work practices with the aim of becoming more efficient and productive;
4. Implement a Skills Development Programme to enable individuals and teams to achieve quality standards and meet agreed performance goals;
5. Reduce and contain the operating costs of the Company;
6. Ensure that a high standard of Occupational Health and Safety is maintained in the workplace; and
7. Secure a profitable return for the Company on all projects and provide improved pay and conditions for Employees.

Clause 5 PERIOD OF AGREEMENT

This Agreement will operate for a period of two (2) years from the date of registration.

If either party wishes to terminate this Agreement, three (3) month's written notice must be given to the other party and termination will take place in accordance with Section 44 of the NSW Industrial Relations Act 1996.

Clause 6 RENEWAL OF AGREEMENT

Three (3) months prior to this Agreement expiring, the parties will commence consultation regarding a new Agreement.

This Agreement will continue to apply until a new Agreement is registered with the NSW Industrial Relations Commission.

Clause 7 IMPLEMENTATION PROCESS

This Agreement will be jointly implemented and monitored by the Parties through the Picton Power Lines Pty Ltd Consultative Committee (PPLCC) in accordance with the Consultative Committee Constitution (see Appendix 1).



Clause 8 MEASURES TO IMPROVE PERFORMANCE

In order to improve performance on designated projects, the parties commit to:

1. forming self directed, team-based work organization;
2. setting Performance Criteria;
3. measure and review progress against agreed Performance Criteria;
and
4. improve work systems and processes through consultation.

Additionally, the parties will establish and participate in a Skills Development Program which will skill Employees toward improving performance.

Clause 9 SKILLS DEVELOPMENT

The Aim of the Skills Development Programme will be to:

1. develop a highly skilled and flexible operation;
2. provide employees with opportunity for career advancement through skills acquisition; and
3. continuously improve individual and collective performance.

The PPLCC will develop, implement and monitor a Skills Development Program consistent with the present and future skill requirements of the Company.

The Company will provide training for nominated Employees to serve as Mentors, Workplace Trainer Category 1 Trainers and Industry Skill Assessors in addition to normal working duties.

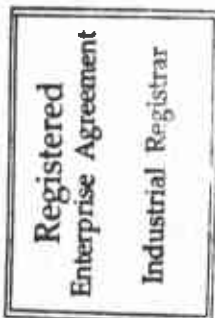
All skills development will conform to the:

- Needs of PPL;
- Electricity Industry standards;
- Communications Industry standards; and
- Work Cover requirements.

Clause 10 EMPLOYMENT CRITERIA

Employees are required to maintain high profile and a high standard of conduct and performance by:

1. Working safely;
2. Providing truthful and accurate information to the best of their knowledge at all times;
3. Maintaining regular attendance with punctual timekeeping;
4. Working productively;
5. Refraining from physical or verbal abuse including that which is discriminatory in nature;
6. Seeking to serve fellow employees at all times;
7. Not possessing alcohol, harmful and illegal drugs, offensive material or dangerous/illegal weapons at the workplace;
8. Not consuming or being under the influence of alcohol at the workplace or during working hours except in the case of approved occasions;
9. Not taking or being under the influence of harmful or illegal drugs while at work;
10. Not wearing jewellery that requires body piercing;
11. Not stealing;
12. Respecting public, private and site property;
13. Not refusing a lawful direction to undertake duties within their skill capability, qualifications, agreed rate of pay and all statutory requirements;
14. Positively representing the employer;
15. Performing a wide range of duties, including work which is incidental or peripheral to their main task or function;
16. Maintaining confidentiality of business strategies and operations;
17. Maintaining respectable conduct outside of work hours that is not harmful to the reputation of PPL;
18. Maintaining a current drivers license; and
19. Maintaining a tool kit (if paid a tool allowance) to a standard to be determined by the PPLCC.



In an addition it is a requirement that:

1. Any fines incurred while driving an Enterprise Vehicle will be paid by the driver and any points deducted from the drivers current license.
2. In the event of an accident, the driver if responsible for the accident will pay the excess.
3. Mobile phones (portable or fitted in vehicles) are for business use only.

Clause 11 COUNSELLING PROCEDURE

Where a misdemeanour occurs or Performance Criteria are consistently not being met, it will be appropriate that Management counsel the Employee in accordance with the Counselling Procedure.

Step 1: Verbal Warning

- a. A verbal explanation of the concerns and expectations of the Employer will be given to the Employee. The Employee will be told that this is a first warning.
- b. The Employee will be invited to agree on a criteria for improvement in conduct or performance and be given reasonable time to improve.
- c. A description of the Employer's concerns, the warning given, the agreed criteria and time allotted for improvement and the Employee's response will be recorded in the Company Diary and co-signed by the Employer and the Employee. A copy of the Diary entry will be forwarded to the PPLCC.
- d. A referral for professional counselling or specific training may be requested by the Employee.

Step 2: Written Warning

- a. If the Employee fails to meet the agreed criteria for improvement in accordance with Step 1, a written warning is to be given referring to the first warning and the opportunity previously provided for improvement.
- b. The written warning will state that it is a final warning and that failure to meet the agreed criteria for improvement within a further period of one month will lead to notification that the Employee will be required to respond to the allegations concerning their behaviour and that an unacceptable explanation will result in the Employee being given notice of dismissal.
- c. Where a period of 3 months has elapsed after the issuing of a written warning and the Employer has no cause to take further action, the warning will be revoked in writing to the Employee.

Step 3: Employee Response

- a. Should the Employee fail to respond to the written warning by not meeting the agreed criteria for improvement within the allotted time, the Employee will be given an opportunity to meet with the PPLCC to discuss the allegations being made in reference to their conduct or performance.
- b. The PPLCC will consider the issues and seek to resolve them, but will not take part in making a decision on termination.

Step 4: Dismissal

Where the Employer has followed Steps 1,2 and 3 and the Employee has failed to meet the agreed criteria for improvement nor has been able to adequately give account for themselves, a written Notice of Dismissal will be given by the Employer.

An Employee being dismissed may receive a Certificate of Employment upon request. The certificate will specify the dates of employment and termination and contain a brief statement of the type of work undertaken.

Nothing in the above procedure affects the right of the Employer to dismiss an Employee without notice for serious or wilful misconduct.

A probationary Employee may be dismissed at any time during the probationary period without following the Counselling Procedure.

Clause 12 DISPUTE SETTLEMENT PROCEDURE

In the event of a dispute arising the following procedure will be adopted:

- Step 1. The Employer will seek to resolve the issue directly with the Employee with an Employee representative from the PPLCC in attendance within 24 hours. A note is to be made in the Company Diary as to the nature of and parties to the dispute.
- Step 2. If the issue remains unresolved it will be referred to the PPLCC where it will be fully documented and a further attempt made to arrive at a resolution over a 24 hour period.
- Step 3. If the matter is not resolved during the allocated time, an agreed private mediator will be invited to hear the dispute and attempt to resolve it within 48 hours.
- Step 4. If not resolved the matter will be referred the NSW Industrial Relations Commission.
- Step 5. Following resolution of the dispute a Post Dispute Analysis will be carried out by the PPLCC to determine the cause of the dispute and to correct any procedure or process related contributing factors in order to minimise the possibility of a similar dispute arising in the future.

While the Dispute Settlement Procedure is being implemented work will continue without interruption or delay.

Clause 13 QUALITY ASSURANCE

The parties to this Agreement commit to seeking and maintaining Quality Assurance accreditation within an agreed program.



Clause 14 WAGE AND CONDITIONS

Wages and conditions for Picton Power Lines Pty Ltd Employees will be determined by the rates and conditions contained in this Agreement read wholly in conjunction with the *"Electrical, Electronic and Communications Contracting Industry (State) Award"*.

Where there is inconsistency between this Agreement and the current award, the terms of this Agreement will apply to the extent of the inconsistency. However there will be no reduction in current pay rates.

Wages: All Employees (except administrative and salaried employees) will be paid in accordance with the award rates of pay as prescribed (and varied from time to time) in the *"Electrical, Electronic and Communications Contracting Industry (State) Award"* read in conjunction with this agreement.

Travel time will be paid in accordance with the award.

Hours of Work: A normal working week will consist of 50 to 60 hours including travel time in order to maximise productivity with the goal of achieving a **minimum** of 8 hours productivity each day; however payment shall be made in accordance with the award. For the purpose of calculating overtime pay; Monday and Friday are 7 hour days and Tuesday, Wednesday and Thursday are 8 hour days

Employees will make themselves available for Saturday and or Sunday work from time to time if requested in order to meet customer driven requirements.

Team Leader's Allowance: Following the first 6 months of employment; a Team Leader's Allowance (equal to a Leading Hand's Allowance in the award) will be paid to those employees at Grade 6 or higher with the expectation that all employees will willingly display leadership qualities when required within a self directed work team, whilst respecting that one employee within any team will ordinarily be the leader.

Other Allowances: All other award allowances will be paid in accordance with award provisions.

Clothing: Picton Power Lines Pty Ltd will supply each Employee with Shirts, Trousers, Shorts, Overalls, Boots and Safety equipment as reasonably required.

Long Service Leave: Long Service Leave will be paid in accordance with registration with the Building and Construction Long Service Leave Payments Corporation.

Probationary Employee: A Probationary Employee is a new employee serving a three month probationary period to determine their suitability for a permanent position with the Company. Such an employee may be terminated by the giving of one day's notice, or payment in lieu of notice during this period.

Electronic Transfer of Wages: Wages will be paid by means of electronic transfer. Employees will nominate the Bank/Building Society to be used in each individual case.

Non Smoking: In consideration of fellow Employee's health, all work areas including vehicles will be smoking free. Those who choose to smoke may do so by leaving the work area providing productivity is not effected.

Presentation: Picton Power Lines Pty Ltd Workers are to wear the Company uniform at all times and maintain Company vehicles & equipment to an acceptable operating and presentation standard.

Clause 15 HIRE OF SUBCONTRACT LABOUR

Picton Power Lines Pty Ltd may choose to hire subcontractors in order to meet project requirements however they will not participate in this agreement.

Clause 16 GAIN SHARING

The Parties to this Agreement agree to work cooperatively with administrative employees (employed under the "Clerical & Administrative Employees (State) Award" and management, to reduce and contain the **operating costs** of the Company and subsequently increase the **Operating Profit**.

The **operating costs** are those relevant to site production and include:

Accommodation & Meals	Inspection fees
Hire plant & equipment	Motor Vehicle Fuel
Repairs to & replacement of tools	Motor Vehicle repairs & maintenance
Safety Equipment	Superannuation
Staff Training	Wages
Sub Contractors	Materials
Mobile phone	
Uniforms	

The parties further agree to make every effort to ensure that the end of financial year **Operating Profit** exceeds:

1. A figure to be determined by the General Manager each year; and
2. 52.05% (when excluding Hire Purchase and Leasing) when calculated as a percentage of Gross Profit.



On the basis that the above two criteria are met, a productivity payment will be shared amongst employees who are party to this agreement in addition to those employed under the "Clerical & Administrative Employees (State Award)"; in accordance with:

1. First Year - The greater figure calculated in "Alternative 1" and "Alternative 2" (detailed under).
2. Second Year – Alternative 1 (detailed under).

Alternative 1

- a. The dollar value of any increase in **Operating Profit** over 52.05% and up to 54.05% when calculated as a percentage of the Gross Profit; and
- b. Half of the dollar value of any increase in **Operating Profit** over 54.05% when calculated as a percentage of the **Gross Profit**.

Alternative 2

- a. 1% of total income

Further more, the productivity payment as determined above, will be paid to employees:

1. Who were employed at the conclusion of the financial year;
2. Who have completed a 3 month probationary trial;
3. Prior to Christmas following the end of the applicable financial year;
4. In full as a lump sum payment in the first year;
5. Less 1% of the lump sum payment in the second year;
6. Shared in accordance with **criteria** listed below.

Criteria

The calculation of the productivity payment will be in accordance with the following method:

- Step 1. Determine the total value of the "productivity payment";
- Step 2. Determine the "weeks worked" during the financial year for each employee;

- Step 3. Determine the "**multiplier**" from Table 1 for each employee;

Table 1

Classification	Multiplier
1 st year Apprentice, Grade 1 Employee or Clerk	0.5
2 nd year Apprentice, Grade 2 Employee or Clerk	0.6
3 rd year Apprentice or Grade 3 Employee	0.75
4 th year Apprentice or Grade 4 Employee	0.9
Grade 5 or above Employee or Certified Administrative Employee	1

- Step 4. Calculate the "**pay weeks**" for each employee by multiplying the "**weeks worked**" by the "**multiplier**";
- Step 5. Calculate the "**total pay weeks**" for all employees combined by adding all of the "**pay weeks**" calculated in step 4;
- Step 6. Divide the total "**productivity payment**" by the "**total pay weeks**" to obtain the "**payment per pay week**";
- Step 7. Calculate the "**Gain Share Payment**" to each employee by multiplying the "**payment per pay week**" by the number of "**pay weeks**" for each employee.

Refer to appendix 5 for an example of a "Gain Share Payment" calculation.

Clause 17 NO EXTRA CLAIMS COMMITMENT

The parties to this Agreement undertake that they will make no extra claims for wages and conditions in excess of the provisions of this Agreement during its period of application.

Clause 18 SKILL CLASSIFICATION STRUCTURE AND DEFINITIONS

During the implementation of this Agreement, career paths will be identified for Employees based upon a Skill Classification Structure (see Appendix 2).

The PPLCC will identify Skill requirements, Units of Competency and Performance Criteria for each level during the term of this Agreement. The PPLCC will also determine competency requirements and assessment arrangements for Employee progression up the Skills Structure.



SIGNATORIES TO THE PICTON POWER LINES PTY LTD ENTERPRISE AGREEMENT 2000-2002

DATE SIGNED 10/11/00

SIGNED FOR AND ON BEHALF OF
PICTON POWER LINES PTY LTD
A.C.N. 001 931 639



SIGNATURE

Allan Hunt

Managing Director

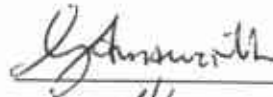
NAME

POSITION HELD


=====

SIGNED BY PICTON POWER LINES PTY LTD CONSULTATIVE COMMITTEE MEMBERS

Gary Ainsworth



Peter Goulder



Ian Pollard



David Langhorn



PRINT NAME

SIGNATURE

APPENDIX 1

PICTON POWER LINES PTY LTD CONSULTATIVE COMMITTEE CONSTITUTION

Name

The Committee will be known as the
**PICTON POWER LINES PTY LTD
CONSULTATIVE COMMITTEE (PPLCC).**

Objectives

The Objectives of the Committee are:

1. To develop an Enterprise Agreement for Picton Power Lines Pty Limited and have it approved by The Board of Directors and the appropriate State Government Department; and
2. To implement and monitor the Enterprise Agreement; and
3. To maximise the involvement of Picton Power Lines Pty Limited Workforce and Management in developing, implementing and monitoring the Enterprise Agreement; and
4. To achieve an Agreement that improves the competitiveness and quality performance of Picton Power Lines Pty Limited while delivering improved benefits and greater job satisfaction to its Workforce.

Structure

The membership of the Committee will be made up of:

1. Two Workforce representatives from across the Company's operations; and
2. Two Management representatives (to exclude the General Manager).

All Members of the PPLCC are to nominate a proxy to attend meetings when they are not available.



Office Bearers and Their Roles

Chairperson The Chairperson will be a member of the Committee and will exercise the same voting rights as other Committee Members.

The position of Chairperson will rotate every meeting between a Workforce and a Management representative by agreement of the PPLCC.

Chairperson's duties are:

1. To formalise the agenda and come to the meeting prepared;
2. To liaise with the PPLCC Minute Secretary in preparing for the meeting;
3. To open the meeting and follow the agenda;
4. To maintain order, encouraging participation in and leading the meeting;
5. To ensure that if the previous minutes require amendments prior to their confirmation that these alterations are made prior to signing the minutes;
6. To allow all Members of the PPLCC or their proxies to speak openly to issues;
7. To close the meeting and make known the date, time and place of the next meeting; and
8. To liaise with the Minute Secretary after the meeting and prepare the minutes of the meeting.

Minute Secretary A Minute Secretary will be allocated to the Committee to:

1. Write up and issue agendas under the direction of the Chairperson;
2. Record minutes of meetings;
3. Receive and record correspondence; and
4. Arrange typing and photocopying services.

Meetings

Meetings will be held once per month or when specially convened through the Chairperson.

Quorum

The quorum will be two Workforce and two Management members of the PPLCC.

Agenda

The agenda is to be finalised and distributed by the Chairperson to all Committee Members at least five (5) working days prior to meetings. Any PPLCC Member may submit agenda items.

Issues of importance, but not noted on the finalised agenda, can be raised at the meeting and discussed at the meeting by agreement of the PPLCC.

Recording Of Minutes

Every effort will be made to have the draft minutes publicised within five (5) working days of a meeting. The minutes will include:

1. Attendance at the meeting and apologies;
2. Summary of issues discussed;
3. Decisions made, the time frame for the implementation of decisions and who is responsible for acting on the decisions;
4. Time frame for consideration of deferred decisions; and
5. A cover sheet with full details of how to contact Committee Members and Facilitators.



Effect of Decisions

1. All decisions of the Committee will be reached by consensus.
2. Any matters not resolved by the PPLCC will be decided through secret ballot by the Workforce.
3. All decisions made by the PPLCC within the scope of this Constitution (and approved by The Board of Directors) will be acted upon by the Workforce and or Management.

Confidentiality

All those in attendance at meetings agree to respect the confidentiality and commercially sensitive nature of information disclosed at meetings. Any violation of this confidentiality, where proven, could be regarded as grounds for instant dismissal.

Consultation Requirements

All Committee Members are required to communicate and consult with the Workforce and Management and to canvass opinions and suggestions to ensure full participation in and commitment to the Enterprise Agreement

Preparation Time, Reporting Back and Resources

Members of the Committee will have adequate time and access to the Workforce:

1. Prior to PPLCC meeting to prepare their response and input to the agenda; and
2. Following PPLCC meetings to report back, when necessary, on issues discussed.

Committee Members will be provided with adequate resources to carry out their functions.

Co-option to the Committee

Where agreed by the Committee:

1. PPLCC Members will have the power to co-opt personnel for advisory purposes or to carry out work in specialised areas to expedite Committee business; and
2. Observers may attend meeting on the basis of one only from either of the parties at each meeting.

Rights and Duties of Representatives

All members of the Committee undertake to carry out their duties in a responsible and honest manner in the spirit of the Enterprise Agreement and commit themselves to:

1. Attend meetings and be present a few minutes before the stated time on the agenda;
2. Forward apologies to the Chairperson if unable to attend the meeting and ensure their proxy attends;
3. Come to the meetings prepared, having read the minutes of the previous meeting;
4. Study the agenda beforehand and be prepared with notes to make contributions briefly, clearly and perhaps with illustrations on matters affecting them or those present;
5. Communicate with Employees to establish their views and opinions on agenda items;
6. Represent the views and opinions of those people they represent and not just their own; and
7. To speak on the basis of the facts presented and not on the basis of preconceived ideas not based on true facts.



Paid Time to Committee Members

Committee Members will:

1. Attend PPLCC meetings;
2. Prepare for meetings and report back to the Workforce; and
3. Attend to other PPLCC business by agreement with the Management,
in paid time.

Access to Information

All Committee Members will be given access to information necessary to achieving the Enterprise Agreement with regard for its confidentiality.

Provision For Training

Committee Members will be offered training to assist them in performing their duties.

Amendments to the Constitution

The Committee may amend its Constitution from time to time as it sees fit providing the amendments are in keeping with the Enterprise Agreement.

APPENDIX 2

SKILL CLASSIFICATION STRUCTURE AND DEFINITIONS

- 1 This appendix replaces Appendix 1 in the "Electrical, Electronic and Communications Contracting Industry (State) Award".
- 2 This appendix reflects the agreement of the parties respondent to this Enterprise Agreement in respect of worker definitions and wage relativities.
- 3 At the date of creation of this Agreement, skill requirements and units of competency have not yet been developed but will be determined by the PPLCC.

4 Definitions ---

4.1 Electrical / Communications Worker Grade 1 – 80% of Base Rate

- 4.1.1 An "Electrical / Communications Worker Grade 1" is a labourer not otherwise provided for in this agreement, who has not undertaken any industry accredited training, who is doing labouring work and is employed as such.
- 4.1.2 An Employee at this level:
 - 4.1.2.1 Performs tasks in a safe manner under direct supervision and in cooperation with other Employees, to the level of their skills; and
 - 4.1.2.2 Has attained less than 60 points when determined in accordance with the PPL Skills Recognition Table;
- 4.1.3 Subject to training, an Employee at this level must:
 - 4.1.3.1 undertake Company Induction and basic on-site training;
 - 4.1.3.2 work under direct supervision;
 - 4.1.3.3 undertake responsibilities associated with waste management;
 - 4.1.3.4 directly assist more experienced Employees;
 - 4.1.3.5 manually transport materials; and
 - 4.1.3.6 perform basic construction duties under appropriate supervision.
- 4.1.4 An employee at this grade will hold a minimum of a "Class 1A" drivers licence.



4.2 Electrical / Communications Worker Grade 2 – 85% of Base Rate

- 4.2.1 An "Electrical / Communications Worker Grade 2" is an employee who:
- 4.2.1.1 Has attained 60 points in the PPL Skills Recognition Table;
 - 4.2.1.2 Is engaged in assisting a tradesperson;
 - 4.2.1.3 Will have successfully demonstrated competencies identified in Electrical / Communications Worker Grade 1; and
 - 4.2.1.4 Is developing the competencies below:
 - 4.2.1.4.1 Works in a safe manner being aware of the effects of their work practices on others.
 - 4.2.1.4.2 Has an established work pattern
 - 4.2.1.4.3 Solves rudimentary problems within their scope of work.
 - 4.2.1.4.4 Accepts responsibility for the quality of their work.
 - 4.2.1.4.5 Is capable of assisting more experienced workers in a number of activities.
 - 4.2.1.4.6 Interacts harmoniously with Employees of other companies on-the-job.
 - 4.2.1.4.7 Anticipates and adapts to a constantly changing work environment
 - 4.2.1.4.8 Works under direct supervision with some autonomy or in a team situation.
- 4.2.2 An employee at this level can perform a limited range of tasks within established routines and procedures including:
- 4.2.2.1 Cuts to specified length of ducts, unistrut, conduit, cable and support systems; and
 - 4.2.2.2 Cleaning and basic services/maintenance to plant and or vehicles.
 - 4.2.2.3 Being able to demonstrate a basic familiarity of the construction process and assist with:
 - 4.2.2.3.1 Loading and unloading;
 - 4.2.2.3.2 On site assembly and pole erection; and/or
 - 4.2.2.3.3 Installation of cable, conduit, ducting and other cable enclosures or support systems.
- 4.2.3 An employee at this level may hold a drivers licence "Class MR".

4.3 Electrical / Communications Worker Grade 3 – 90% of Base Rate

4.3.1 An Employee classified as an Electrical / Communications Worker Grade 3 is an employee who:

- 4.3.1.1 Has attained 65 points in the PPL Skills Recognition Table;
- 4.3.1.2 Will have successfully demonstrated competencies up to and for Electrical / Communications Worker Grade 2; and
- 4.3.1.3 Is developing the competencies below:
 - 4.3.1.3.1 Works under direct supervision autonomously or in a team situation.
 - 4.3.1.3.2 Exercises discretion in the organisation of their own work within their level of skill.
 - 4.3.1.3.3 Understands and applies occupational health and safety requirements so as to not injure themselves or create hazards for other workers.
 - 4.3.1.3.4 Demonstrates an understanding of the work processes within the Company.
 - 4.3.1.3.5 Works from detailed instructions and procedures articulated in written, spoken and or diagrammatic form.
 - 4.3.1.3.6 Can anticipate problems in carrying out designated tasks and solve them independently or through consultation.
 - 4.3.1.3.7 Improves work processes.
 - 4.3.1.3.8 Performs work to a defined quality standard within their level of skill.
 - 4.3.1.3.9 Identifies basic faults in materials and equipment.
 - 4.3.1.3.10 Cooperates harmoniously with Employees of other companies on-the-job.

4.3.2 Without limiting the scope of work, an employee at this level performs the work described below to the level of his/her training:

- 4.3.2.1 Is engaged in store work; or
- 4.3.2.2 Is qualified and authorised to drive or operate vehicles, plant or equipment incidental to his/her primary task such as either a truck requiring "MR" license, skid steer loader, fork lift or rubber tyred trencher.
- 4.3.2.3 Under the supervision of a tradesperson:
 - 4.3.2.3.1 Installs pit, pipe and communications cable; or
 - 4.3.2.3.2 Installs URD cables; or
 - 4.3.2.3.3 Erects poles and installs overhead cables.



4.4 Electrical / Communications Worker Grade 4 – 95% of Base Rate

4.4.1 An Employee classified as an Electrical / Communications Worker Grade 4 will:

- 4.4.1.1 Have attained 70 points in the PPL Skills Recognition Table;
- 4.4.1.2 Have worked for not less than one year in the industry or hold the equivalent experience;
- 4.4.1.3 Have successfully demonstrated competencies up to and for Electrical / Communications Worker Grade 3 and be developing the competencies below:
 - 4.4.1.3.1 Assists in the planning and coordination of work in a team situation and works under routine supervision autonomously or in a team situation.
 - 4.4.1.3.2 Applies quality control procedures to their own work.
 - 4.4.1.3.3 Demonstrates an understanding of work processes within other related fields of work.
 - 4.4.1.3.4 Assists in the provision of on-the-job training to a limited degree.
 - 4.4.1.3.5 Works from complex instructions and procedures.
 - 4.4.1.3.6 Can identify, locate and provide materials and resources needed for work to be performed.
 - 4.4.1.3.7 Identifies and rectifies hindrances to improved efficiency in work processes.
 - 4.4.1.3.8 Guides other Employees in safe work practices.
 - 4.4.1.3.9 Can coordinate work with Employees from other companies on-the-job.

4.4.2 An employee at this level:

- 4.4.2.1 May be directly in charge of a store and responsible for materials, ordering and purchasing; or
- 4.4.2.2 Without limiting the scope of work, performs the work described below to the level of his/her training:
 - 4.4.2.2.1 Is qualified and employed to drive or operate vehicles, plant or equipment such as either a truck requiring "MR" license, skid steer loader, fork lift, rubber tyred trencher or deep earthing drill; and
 - 4.4.2.2.2 May be qualified and authorised to drive or operate vehicles, plant or equipment incidental to his/her primary task such as either a truck requiring "HR" license, backhoe, Vermeer tracked trencher or lifter borer; and
- 4.4.2.3 Under the minimum supervision of a tradesperson:
 - 4.4.2.3.1 Installs pit, pipe and communications cable; or
 - 4.4.2.3.2 Installs URD cables and Terminates LV URD cables; or
 - 4.4.2.3.3 Erects poles, installs and terminates overhead cables.

4.5 Electrical / Communications Worker Grade 5 – 100% of Base Rate

- 4.5.1 An Employee classified as an Electrical / Communications Worker Grade 5 is an employee who:
- 4.5.1.1 Has attained 75 points in the PPL Skills Recognition Table; or
 - 4.5.1.2 Holds a trades certificate or tradespersons rights certificate in a relevant trade including electrician, electrical linesman, electrical cable joiner, communications linesman, communications joiner, automotive mechanic, boiler maker; or
 - 4.5.1.3 Is qualified and employed to operate and maintain either a backhoe, Vermeer tracked trencher or lifter borer; or
 - 4.5.1.4 Is qualified and employed to operate a vehicle requiring a "HR" drivers license.
 - 4.5.1.5 Will be employed to use the skills and be developing the competencies classified below:
 - 4.5.1.5.1 -Works under general supervision autonomously in a team situation.
 - 4.5.1.5.2 Demonstrates a capacity for self directed work and can plan consecutive tasks to time constraints.
 - 4.5.1.5.3 Is able to lead a team of workers at Grade 5 level or below.
 - 4.5.1.5.4 Is capable of designing work processes for improved efficiency and productivity.
 - 4.5.1.5.5 Is able to perform a Mentoring role.
 - 4.5.1.5.6 Has a basic knowledge of products used and Supplier sources.
 - 4.5.1.5.7 Can carry out Quality Assurance audits.
 - 4.5.1.5.8 Performs Trade and non-trade tasks incidental to their work.



4.8 **Electrical / Communications Worker Grade 8 – 125% of Base Rate**

4.8.1 An Employee classified as an Electrical / Communications Worker Grade 8 is an Electrical / Communications Worker Grade 5 who:

- 4.8.1.1 Has a minimum of 8 years experience in the industry as a Grade 5 or higher;
- 4.8.1.2 Has attained the requirements, skills and competencies for Grade 7;
- 4.8.1.3 Has attained 110 points in the PPL Skills Recognition Table;
- 4.8.1.4 Is employed to use the skills acquired through the training and/or experience specified;
- 4.8.1.5 Is employed to use the skills and be developing the competencies classified below:
 - 4.8.1.5.1 Capable of costing and programming >\$300,000 sized jobs.
 - 4.8.1.5.2 Can requisition and obtain materials and resources.
 - 4.8.1.5.3 Is capable of implementing sound Employee Relations strategies.
 - 4.8.1.5.4 Can comply with all reporting requirements of the Company.

4.9 **Electrical / Communications Worker Grade 9 – 130% of Base Rate**

4.9.1 An Employee classified as an Electrical / Communications Worker Grade 9 is an Electrical / Communications Worker Grade 5 who:

4.9.1.1 Has a minimum of 10 years experience in the industry as a Grade 5 or higher;

4.9.1.2 Has attained the requirements, skills and competencies for Grade 8;

4.9.1.3 Has attained 125 points in the PPL Skills Recognition Table;

4.9.1.4 Is capable of taking responsibility and authority for the planning, control, management and profitability of large (>\$500,000) projects.

4.9.1.5 Is employed to use the skills acquired through the training and/or experience specified.

4.9.1.6 Is employed to use the skills and be developing the competencies classified below:

4.9.1.6.1 (To be determined by the PPLCC)

4.10 **Electrical / Communications Worker Grade 10 – 145% of Base Rate**

4.10.1 An Employee classified as an Electrical / Communications Worker Grade 10 is an Electrical / Communications Worker Grade 5 who:

4.10.1.1 Has a minimum of 10 years experience in the industry as a Grade 5 or higher;

4.10.1.2 Has attained the requirements, skills and competencies for Grade 9;

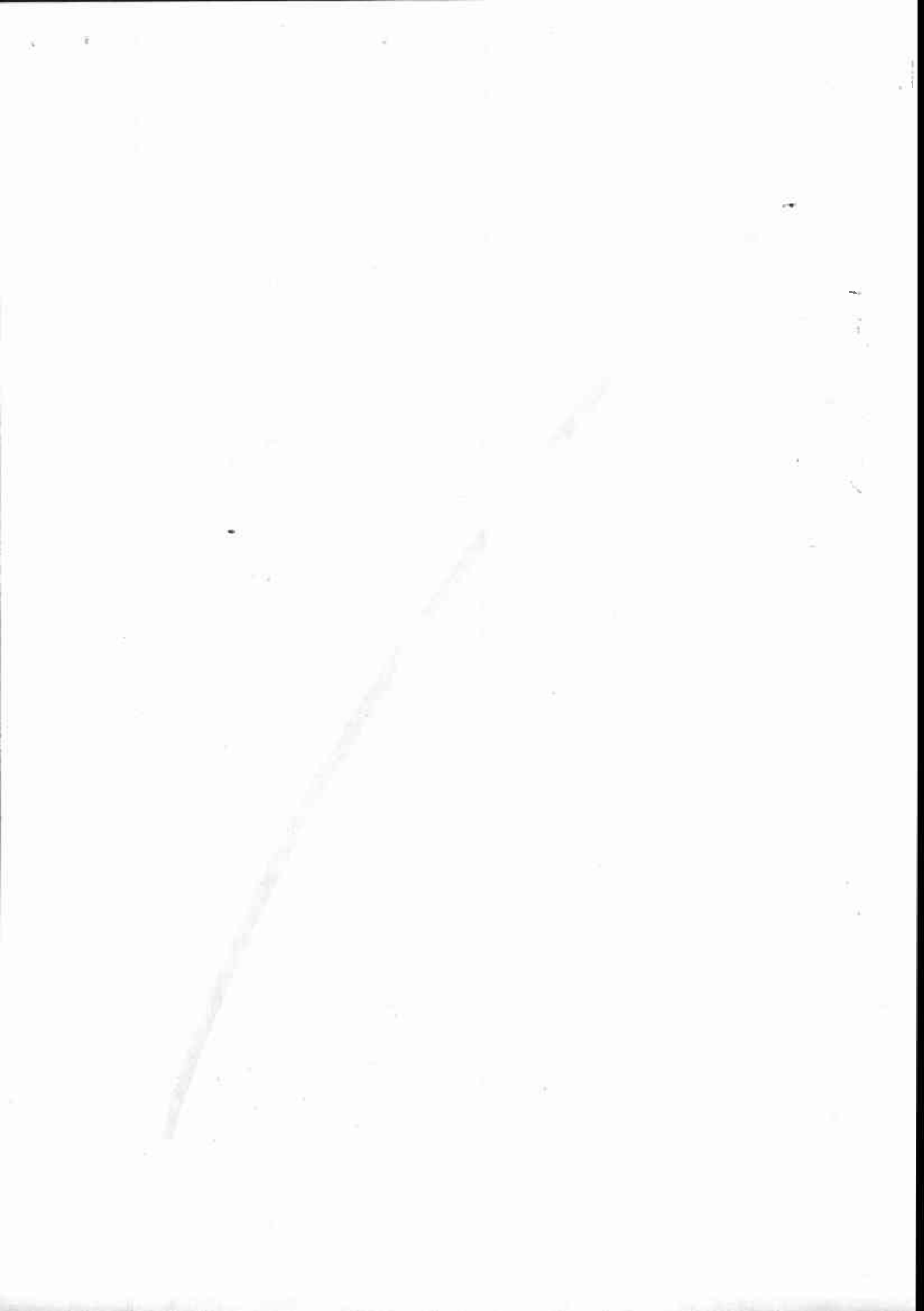
4.10.1.3 Has attained 135 points in the PPL Skills Recognition Table;

4.10.1.4 Is employed to use the skills acquired through the training and/or experience specified;

4.10.1.5 Is employed to use the skills and be developing the competencies classified below:

4.10.1.5.1 (To be determined by the PPLCC)





Appendix 3





PPL Skills Recognition	Certificate Required		Skills Acquired	Number of Employees	Ticket Score	Competence Score	Competition Score
	X	X					
Access Permit Receiver	X	X	0	0	1	1	1
Access Permit Issuer	X	X	0	0	1	1	1
Linesman Accreditation NSW	X	X	0	0	1	1	1
Cable Laying Supervisor	X	X	2	2	1	1	1
Joiner LV	X	X	2	2	1	1	1
Joiner HV Paper Lead	X	X	2	2	1	1	1
Joiner HV Paper Lead Pressure	X	X	1	1	1	1	1
Joiner HV Screened	X	X	1	1	1	1	1
Joiner HV NMS ABC	X	X	0	0	1	1	1
Authorisation / Services	X	X	2	2	1	1	1
Authorisation / Metering	X	X	0	0	1	1	1
Telstra Pit & Pipe	X	X	4	4	1	1	1
Telstra IBC	X	X	4	4	1	1	1
Telstra Cable Joint	X	X	4	4	1	1	1
Telstra Cable Haul	X	X	4	4	1	1	1
Electrician	X	X	13	13	1	1	1
Motor Mechanic	X	X	2	2	1	1	1
Boilermaking / Welding	X	X	2	2	1	1	1
Drivers License 1A	X	X	20	20	1	1	1
Drivers License Class LR	X	X	12	12	1	1	1
Drivers License Class MR	X	X	12	12	1	1	1
Drivers License Class HR	X	X	10	10	1	1	1
Drivers License Class HC	X	X	6	6	1	1	1
Explosives License	X	X	2	2	1	1	1
Pole top rescue/resus	X	X	19	19	1	1	1
Traffic Control	X	X	20	20	1	1	1
Traffic Plans	X	X	13	13	1	1	1
5099 Exemption	X	X	1	1	1	1	1



**SIGNATORIES TO THE PICTON POWER LINES PTY LTD
ENTERPRISE AGREEMENT 2000-2002**

DATE SIGNED 10/11/00

SIGNED FOR AND ON BEHALF OF
PICTON POWER LINES PTY LTD
A.C.N. 001 931 639

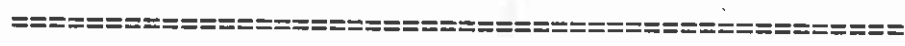

SIGNATURE

Allan Hunt

Managing Director

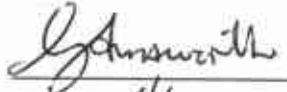
NAME

POSITION HELD




**SIGNED BY PICTON POWER LINES PTY LTD
CONSULTATIVE COMMITTEE MEMBERS**

Gary Ainsworth




Peter Goulder



Ian Pollard



David Langhorn



PRINT NAME

SIGNATURE

APPENDIX 1

PICTON POWER LINES PTY LTD CONSULTATIVE COMMITTEE CONSTITUTION

Name

The Committee will be known as the
**PICTON POWER LINES PTY LTD
CONSULTATIVE COMMITTEE (PPLCC).**

Objectives

The Objectives of the Committee are:

1. To develop an Enterprise Agreement for Picton Power Lines Pty Limited and have it approved by The Board of Directors and the appropriate State Government Department; and
2. To implement and monitor the Enterprise Agreement; and
3. To maximise the involvement of Picton Power Lines Pty Limited Workforce and Management in developing, implementing and monitoring the Enterprise Agreement; and
4. To achieve an Agreement that improves the competitiveness and quality performance of Picton Power Lines Pty Limited while delivering improved benefits and greater job satisfaction to its Workforce.

Structure

The membership of the Committee will be made up of:

1. Two Workforce representatives from across the Company's operations; and
2. Two Management representatives (to exclude the General Manager).

All Members of the PPLCC are to nominate a proxy to attend meetings when they are not available.



Office Bearers and Their Roles

Chairperson The Chairperson will be a member of the Committee and will exercise the same voting rights as other Committee Members.

The position of Chairperson will rotate every meeting between a Workforce and a Management representative by agreement of the PPLCC.

Chairperson's duties are:

1. To formalise the agenda and come to the meeting prepared;
2. To liaise with the PPLCC Minute Secretary in preparing for the meeting;
3. To open the meeting and follow the agenda;
4. To maintain order, encouraging participation in and leading the meeting;
5. To ensure that if the previous minutes require amendments prior to their confirmation that these alterations are made prior to signing the minutes;
6. To allow all Members of the PPLCC or their proxies to speak openly to issues;
7. To close the meeting and make known the date, time and place of the next meeting; and
8. To liaise with the Minute Secretary after the meeting and prepare the minutes of the meeting.

Minute Secretary A Minute Secretary will be allocated to the Committee to:

1. Write up and issue agendas under the direction of the Chairperson;
2. Record minutes of meetings;
3. Receive and record correspondence; and
4. Arrange typing and photocopying services.

Meetings

Meetings will be held once per month or when specially convened through the Chairperson.

Quorum

The quorum will be two Workforce and two Management members of the PPLCC.

Agenda

The agenda is to be finalised and distributed by the Chairperson to all Committee Members at least five (5) working days prior to meetings. Any PPLCC Member may submit agenda items.

Issues of importance, but not noted on the finalised agenda, can be raised at the meeting and discussed at the meeting by agreement of the PPLCC.

Recording Of Minutes

Every effort will be made to have the draft minutes publicised within five (5) working days of a meeting. The minutes will include:

1. Attendance at the meeting and apologies;
2. Summary of issues discussed;
3. Decisions made, the time frame for the implementation of decisions and who is responsible for acting on the decisions;
4. Time frame for consideration of deferred decisions; and
5. A cover sheet with full details of how to contact Committee Members and Facilitators.



Meetings

Meetings will be held once per month or when specially convened through the Chairperson.

Quorum

The quorum will be two Workforce and two Management members of the PPLCC.

Agenda

The agenda is to be finalised and distributed by the Chairperson to all Committee Members at least five (5) working days prior to meetings. Any PPLCC Member may submit agenda items.

Issues of importance, but not noted on the finalised agenda, can be raised at the meeting and discussed at the meeting by agreement of the PPLCC.

Recording Of Minutes

Every effort will be made to have the draft minutes publicised within five (5) working days of a meeting. The minutes will include:

1. Attendance at the meeting and apologies;
2. Summary of issues discussed;
3. Decisions made, the time frame for the implementation of decisions and who is responsible for acting on the decisions;
4. Time frame for consideration of deferred decisions; and
5. A cover sheet with full details of how to contact Committee Members and Facilitators.



Effect of Decisions

1. All decisions of the Committee will be reached by consensus.
2. Any matters not resolved by the PPLCC will be decided through secret ballot by the Workforce.
3. All decisions made by the PPLCC within the scope of this Constitution (and approved by The Board of Directors) will be acted upon by the Workforce and or Management.

Confidentiality

All those in attendance at meetings agree to respect the confidentiality and commercially sensitive nature of information disclosed at meetings. Any violation of this confidentiality, where proven, could be regarded as grounds for instant dismissal.

Consultation Requirements

All Committee Members are required to communicate and consult with the Workforce and Management and to canvass opinions and suggestions to ensure full participation in and commitment to the Enterprise Agreement

Preparation Time, Reporting Back and Resources

Members of the Committee will have adequate time and access to the Workforce:

1. Prior to PPLCC meeting to prepare their response and input to the agenda; and
2. Following PPLCC meetings to report back, when necessary, on issues discussed.

Committee Members will be provided with adequate resources to carry out their functions.

Co-option to the Committee

Where agreed by the Committee:

1. PPLCC Members will have the power to co-opt personnel for advisory purposes or to carry out work in specialised areas to expedite Committee business; and
2. Observers may attend meeting on the basis of one only from either of the parties at each meeting.

Rights and Duties of Representatives

All members of the Committee undertake to carry out their duties in a responsible and honest manner in the spirit of the Enterprise Agreement and commit themselves to:

1. Attend meetings and be present a few minutes before the stated time on the agenda;
2. Forward apologies to the Chairperson if unable to attend the meeting and ensure their proxy attends;
3. Come to the meetings prepared, having read the minutes of the previous meeting;
4. Study the agenda beforehand and be prepared with notes to make contributions briefly, clearly and perhaps with illustrations on matters affecting them or those present;
5. Communicate with Employees to establish their views and opinions on agenda items;
6. Represent the views and opinions of those people they represent and not just their own; and
7. To speak on the basis of the facts presented and not on the basis of preconceived ideas not based on true facts.



Paid Time to Committee Members

Committee Members will:

1. Attend PPLCC meetings;
2. Prepare for meetings and report back to the Workforce; and
3. Attend to other PPLCC business by agreement with the Management,
in paid time.

Access to Information

All Committee Members will be given access to information necessary to achieving the Enterprise Agreement with regard for its confidentiality.

Provision For Training

Committee Members will be offered training to assist them in performing their duties.

Amendments to the Constitution

The Committee may amend its Constitution from time to time as it sees fit providing the amendments are in keeping with the Enterprise Agreement.

APPENDIX 2

SKILL CLASSIFICATION STRUCTURE AND DEFINITIONS

- 1 This appendix replaces Appendix 1 in the "Electrical, Electronic and Communications Contracting Industry (State) Award".
- 2 This appendix reflects the agreement of the parties respondent to this Enterprise Agreement in respect of worker definitions and wage relativities.
- 3 At the date of creation of this Agreement, skill requirements and units of competency have not yet been developed but will be determined by the PPLCC.

4 Definitions ---

4.1 Electrical / Communications Worker Grade 1 – 80% of Base Rate

- 4.1.1 An "Electrical / Communications Worker Grade 1" is a labourer not otherwise provided for in this agreement, who has not undertaken any industry accredited training, who is doing labouring work and is employed as such.
- 4.1.2 An Employee at this level:
 - 4.1.2.1 Performs tasks in a safe manner under direct supervision and in cooperation with other Employees, to the level of their skills; and
 - 4.1.2.2 Has attained less than 60 points when determined in accordance with the PPL Skills Recognition Table;
- 4.1.3 Subject to training, an Employee at this level must:
 - 4.1.3.1 undertake Company Induction and basic on-site training;
 - 4.1.3.2 work under direct supervision;
 - 4.1.3.3 undertake responsibilities associated with waste management;
 - 4.1.3.4 directly assist more experienced Employees;
 - 4.1.3.5 manually transport materials; and
 - 4.1.3.6 perform basic construction duties under appropriate supervision.
- 4.1.4 An employee at this grade will hold a minimum of a "Class 1A" drivers licence.



4.2 Electrical / Communications Worker Grade 2 – 85% of Base Rate

- 4.2.1 An "Electrical / Communications Worker Grade 2" is an employee who:
- 4.2.1.1 Has attained 60 points in the PPL Skills Recognition Table;
 - 4.2.1.2 Is engaged in assisting a tradesperson;
 - 4.2.1.3 Will have successfully demonstrated competencies identified in Electrical / Communications Worker Grade 1; and
 - 4.2.1.4 Is developing the competencies below:
 - 4.2.1.4.1 Works in a safe manner being aware of the effects of their work practices on others.
 - 4.2.1.4.2 Has an established work pattern
 - 4.2.1.4.3 Solves rudimentary problems within their scope of work.
 - 4.2.1.4.4 Accepts responsibility for the quality of their work.
 - 4.2.1.4.5 Is capable of assisting more experienced workers in a number of activities.
 - 4.2.1.4.6 Interacts harmoniously with Employees of other companies on-the-job.
 - 4.2.1.4.7 Anticipates and adapts to a constantly changing work environment.
 - 4.2.1.4.8 Works under direct supervision with some autonomy or in a team situation.
- 4.2.2 An employee at this level can perform a limited range of tasks within established routines and procedures including:
- 4.2.2.1 Cuts to specified length of ducts, unistrut, conduit, cable and support systems; and
 - 4.2.2.2 Cleaning and basic services/maintenance to plant and or vehicles.
 - 4.2.2.3 Being able to demonstrate a basic familiarity of the construction process and assist with:
 - 4.2.2.3.1 Loading and unloading;
 - 4.2.2.3.2 On site assembly and pole erection; and/or
 - 4.2.2.3.3 Installation of cable, conduit, ducting and other cable enclosures or support systems.
- 4.2.3 An employee at this level may hold a drivers licence "Class MR".

4.3 Electrical / Communications Worker Grade 3 – 90% of Base Rate

4.3.1 An Employee classified as an Electrical / Communications Worker Grade 3 is an employee who:

4.3.1.1 Has attained 65 points in the PPL Skills Recognition Table;

4.3.1.2 Will have successfully demonstrated competencies up to and for Electrical / Communications Worker Grade 2; and

4.3.1.3 Is developing the competencies below:

4.3.1.3.1 Works under direct supervision autonomously or in a team situation.

4.3.1.3.2 Exercises discretion in the organisation of their own work within their level of skill.

4.3.1.3.3 Understands and applies occupational health and safety requirements so as to not injure themselves or create hazards for other workers.

4.3.1.3.4 Demonstrates an understanding of the work processes within the Company.

4.3.1.3.5 Works from detailed instructions and procedures articulated in written, spoken and or diagrammatic form.

4.3.1.3.6 Can anticipate problems in carrying out designated tasks and solve them independently or through consultation.

4.3.1.3.7 Improves work processes.

4.3.1.3.8 Performs work to a defined quality standard within their level of skill.

4.3.1.3.9 Identifies basic faults in materials and equipment.

4.3.1.3.10 Cooperates harmoniously with Employees of other companies on-the-job.

4.3.2 Without limiting the scope of work, an employee at this level performs the work described below to the level of his/her training:

4.3.2.1 Is engaged in store work; or

4.3.2.2 Is qualified and authorised to drive or operate vehicles, plant or equipment incidental to his/her primary task such as either a truck requiring "MR" license, skid steer loader, fork lift or rubber tyred trencher.

4.3.2.3 Under the supervision of a tradesperson:

4.3.2.3.1 Installs pit, pipe and communications cable; or

4.3.2.3.2 Installs URD cables; or

4.3.2.3.3 Erects poles and installs overhead cables.



6 Electrical / Communications Worker Grade 6 – 105% of Base Rate

4.6.1 An Employee classified as an Electrical / Communications Worker Grade 6 is an Electrical / Communications Worker Grade 5 who:

4.6.1.1 Has a minimum of 1 years experience in the industry as a Grade 5; and

4.6.1.2 Has attained 85 points in the PPL Skills Recognition Table;

4.6.1.3 Is employed to use the skills and is developing the competencies classified below:

4.6.1.3.1 Works under general supervision autonomously or in a team situation.

4.6.1.3.2 Provides guidance and assistance to Employees on lower levels.

4.6.1.3.3 Is certified and able to develop and implement a Traffic Management Plan.

4.6.1.3.4 Is capable of developing a Safety Plan.

4.6.1.3.5 Is able to quote on jobs using drawings, specifications and schedules.

4.6.1.3.6 Demonstrates a well developed communication skill.

4.6.1.3.7 Is capable of mediation in conflict situations.

4.6.1.3.8 Is able to order materials and resources at competitive prices.

4.6.1.3.9 Capable of designing and carrying out a plan for cost containment.

4.6.1.3.10 Demonstrates an ability to liaise with the Client.