

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/280

TITLE: **Garde Pty Ltd Enterprise Agreement 2005-2005**

I.R.C. NO: IRC6/1752

DATE APPROVED/COMMENCEMENT: 24 March 2006 / 24 March 2006

TERM: 31

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 11 August 2006

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Garde Pty Ltd., 126 Beaconsfield Street, Silverwater NSW 2128, who are engaged upon work within the Electricity Supply Industry in NSW, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

PARTIES: Garde Pty Limited -&- the Electrical Trades Union of Australia, New South Wales Branch

GARDE PTY LTD ENTERPRISE AGREEMENT 2005 - 2008

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1. Introduction

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

2. Title

This Agreement shall be known as the Garde Pty Ltd Enterprise Agreement 2005 - 2008.

3. Definitions

For the Purpose of this Agreement:

- "Agreement" means this Enterprise Agreement.
- "Company" means Garde Pty Ltd (ABN No. 58 002 240 879).

- "Construction Work" as per the Parent Award. The parties agree that that this definition shall include all sites that are supervised by a Builder/Principal Contractor.
- "Electricity Supply Industry in New South Wales" as per the defined boundaries within the industry.
- "Employee" means an employee of the Company performing work within the scope of this Agreement.
- "Parent Award " means the Electrical Electronic and Communication Contracting Industry (State) Award.
- "Union " means the Electrical Trades Union of Australia, New South Wales Branch

4. Objectives

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

- To ensure customer satisfaction in the provision of services.
- Increasing the competitiveness, productivity, efficiency and flexibility of the Company and its workforce.
- Creating a co-operative, safe and productive environment on the Company's projects.
- Continuing the development of more flexible, efficient and adaptable management and work practices.
- Establishing and developing better and more effective communication and consultation between the Company and employees.
- To foster a commitment to the Company's Quality Management System
- Improving job security and the working environment.
- To provide for the use of the full range of skills and knowledge held by employees.
- To implement a training skills enhancement program consistent with the provisions of the Parent Award and this Agreement for all employees.
- To substantially reduce disputation and eliminate lost time due to disputation

Employees are aware that the parties to this agreement acknowledge that to ensure the competitiveness, productivity and efficiency of the workforce a mechanism must exist to regular monitor employee's performance. This assessment may take place regardless of the companies workload. Outcomes of the assessment are to be made available to the employee and employees have the right to appeal the assessment at the time of the assessment. This system is to be transparent.

5. Parties Bound

This Agreement shall be binding upon:

- i) Garde Pty Ltd, and
- ii) All employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award, and Electrical Trades Union of Australia, New South Wales Branch

This Agreement applies to the Company in respect to all employees who are engaged pursuant to the Parent Award and who are engaged upon work within the Electricity Supply Industry in New South Wales.

6. Application of Agreement

If the Company has secured work outside of the Electricity Supply Industry of New South Wales, an employee whom normally works within the Electricity Supply Industry of New South Wales:

- i) Will be paid at the rates outlined in this agreement if specifically requested by the Company to work on that site.
- ii) May be offered work at that location at the rates that apply for that area and if applicable, taking into account clause 27, Distant Work.

- iii) May determine that redundancy would be more appropriate.

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

This agreement is made in good faith attempting to comply with any Federal or State Codes of Practice. If any clause is deemed non compliant then that clause shall have no effect and deemed removed from this Agreement, however the parties agree to renegotiate the offending clause and with the approval of all parties seek rectification by an amended replacement agreement.

7. Date of Operation

This Agreement shall come into operation from the date of registration and remain in force until 30 October 2008.

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

8. No Extra Claims

The Employees shall not pursue any extra claims, either Award or over Award for the life of the Agreement. Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the company in relation to the above, until the Agreement's nominal expiry date has passed. Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement.

9. 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.

10. Conditions of Employment

- It is a term and condition of employment and of the obligations and rights occurring under this Agreement, that an employee:
 - i) Properly use and maintain all appropriate protective clothing and tools and equipment supplied by the Company for specified circumstances; and
 - ii) Use any technology and perform any duties which are within the limits of the employee's skill, competence and training; and
 - iii) Understand that termination of employment will be based on job requirements and skills and that the principle of "last on - first off" will not apply. It is the needs and requirements of the Company, together with the efforts, skills and abilities of the employee which will be the determining factors regarding the retrenchment of employees. However, where efforts, skills and abilities are equal then seniority shall take precedence; and
 - iv) Maintain commitment to, and comply with the Company's directions (consistent with the objectives of the Agreement) with respect to, safety, quality, site cleanliness and waste management; and
 - v) Provide and maintain an adequate kit of tools in accordance with Parent Award requirements; and
 - vi) Be committed to the objectives in Clause 4 of this Agreement
- All new employees (other than casuals) will be engaged on the basis of a 3-month probationary period, which shall count as service. The Company reserves the right to terminate a probationary employee at any time during this 3 month period subject to a week's notice or payment in lieu thereof.
- The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.

11. Anti Discrimination

- i) It is the intention of the parties to seek to achieve the object in section 3 (f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, material status, disability, homosexuality, transgender identity and age.
 - ii) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all necessary steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effect.
 - iii) Under the Anti- Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint or unlawful discrimination or harassment.
- Nothing in this clause is to be taken to affect:-
 - i) any conduct or act which is specifically exempted from anti-discrimination legislation
 - ii) offering or providing junior rates of pay to persons under 21 years of age
 - iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti Discrimination Act 1977
 - iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

12. Dispute Settlement Procedure

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

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

- 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 agreement is not reached at this level, the employee/s or representatives shall, then:
 - ii) Raise the matter with the Company Manager or his representative. If agreement is not reached at this level and an employee representative has been involved, the employee representative will then;
 - iii) The employee's may be represented by an industrial organization of employees that is entitled to represent employees interest.
 - iv) In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of the New South Wales for resolution by conciliation and/or arbitration.
 - v) Whilst the above procedure is being affected, work shall continue normally.
 - vi) All recommendations, orders and/or directions of the Industrial Relations Commission of New South Wales shall be strictly observed by all parties subject to the industrial rights of the parties.

13. Consultative mechanism

The parties agree that a precondition for the effective operation of the Agreement is the establishment of consultative mechanisms with the Company. To this end, a Consultative Committee, comprising of Company appointed representatives and employee elected representatives should be established and maintained. The purpose of the Consultative Committee shall be to consult, develop, recommend and assist to implement strategies and measures designed to achieve the objectives outlined under Clause 4 of this Agreement.

14. Hours of Work

The parties agree that the current working arrangements for hours of work provisions (including, but not limited to, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered during the life of the agreement following consultation and agreement between the company and the majority of affected site personnel so as to provide greater flexibility and to meet project and /or shift work or operational requirements. The criteria that will be used in assessing the desirability of proposed changes in hours of work will include the impact on efficiency operational and project requirements, productivity and quality of life.

The parameters for ordinary hours for the purpose of this agreement shall be an average of 36 hours per week (as set out in clause 15 – Rostered Days Off) and shall be between 6.00am and 6.00pm on any or all of the days Monday to Friday. The ordinary hours of work shall be worked continuously except for meal breaks. Different methods of implementation of the hours of work may be applied to various groups or sections of employees by agreement.

An employees weekly ordinary hours of work can consist of both day work and shift work, provided that the appropriate shift allowance is paid for any shift in accordance with clause 22.6 of the Parent Award. **Clause 22.6.1 of the Award shall have no application under this agreement.**

15. Rostered Days Off

The parties agree that the taking of the RDO's may be altered in order to improve productivity by exercising a more flexible arrangement in respect of the spreading of employees taking an RDO being distributed during the 20 day work cycle. This will enable the project to work productively on those days scheduled as industry RDO's.

However, it is recognised that there is merit in programming no work on RDO's adjacent to public holiday weekends during the working year. This will allow the management and employees of the company to have quality paid leisure time. Work is prohibited on the weekends and agreed RDO's adjacent to Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and **GARDE** Picnic Day. Employees may use new RDO accruals for payment of the applicable Saturdays.

The ordinary working hours shall be worked in a 20 day cycle, Monday to Friday inclusive, with 8 hours worked for each of 19 days with 0.8 of an hour on each of those days accruing for a paid RDO. This shall be taken as a paid day off. The 0.8 accrual also applies on paid leave. A RDO shall be taken as provided below:

- Agreement shall be reached by the company and employees as to which day shall be taken as an RDO when such an entitlement is due. It is agreed a company roster system may apply. However all employees with an RDO entitlement may use accruals for the Saturday and industry agreed RDO's of the public holiday weekends stipulated in the Hours of Work clause above.
- RDO's may be banked at a maximum of 5 days in any 12-month period. These RDO's may be taken as a group of consecutive days or any other combination as may be suitable.
- RDO's will not be paid out by the Company, unless taken or at Termination.
- Any dispute arising from this clause shall be resolved through the dispute settlement procedure.
- Where more than 1 accrued RDO is to be taken on consecutive working days, application for such time shall be sought giving a reasonable period of notice.
- A new employee will be eligible for an RDO after achieving 7.2 hours RDO accrual.
- Agreed emergency work for Energy Australia, Transgrid or Railcorp may be carried out on the No Work weekends and adjacent fixed RDO's.
- Where there is an agreed emergency or a special client need, for clients other than Energy Australia, Transgrid or Railcorp (refer above) and subject to the agreement of applicable employees, limited work may be carried out on the No Work weekends and adjacent fixed RDO's unless impracticable. The Company will give seven days notice of any such need for work so as to ensure appropriate consultation.

16. Wages

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

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

The parties agree that apprenticeships and Traineeships are now competency based and therefore require individual assessment on an ongoing basis. Progression through the apprenticeship must meet the necessary academic and workplace competency standards as determined by the union, employer and relevant authority.

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

17. Allowances

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

- i) Where such an allowance is awarded by the Industrial Relations Commission; or
- ii) Where such an allowance is required by a site condition specified at the time of tender. It is incumbent upon the company to enquire of the Head Contractor/Client at the time of tender whether a site/project allowance is required to be paid and in particular whether it is required to be paid in accordance with the Construction Industry Site Allowance Matrix: or
- iii) If the Contract between the Employer and the Head Contractor/Client does not contain provision for a site allowance, and after the contract is made the head contractor makes an agreement under which a site allowance is payable, then the head contractor should then agree in writing to reimburse the employer the full cost of the said allowance.

18. No disadvantage

No employee shall suffer a reduction in pay as a result of the making of this Agreement. The components used to determine if any financial disadvantage has occurred are wage rates, productivity allowance and excess fares and travel time only. Site allowance, superannuation, redundancy and top-up/24 hour employee insurance contributions will not form part of an employee's income. Further, this assessment will be based on an ordinary 36-hour working week and no overtime shall be taken into account.

19. Superannuation

The Company will pay superannuation contributions into either the NESS Superannuation Scheme, EISS or the C+BUS Superannuation Fund for each employee. It is hereby agreed that either of these superannuation funds will be the sole fund utilised under this Agreement. 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.

20. Employee Redundancy Benefits

Redundancy will be paid strictly according to the provisions of the Electrical Electronic and Communications Contracting Industry with the exception that this Agreement shall apply notwithstanding that employment is terminated by the Company due to the ordinary and customary turnover of labour.

The Company agrees to make redundancy contributions in respect of each employee (excluding apprentices and trainees) who is engaged upon construction work. These redundancy contributions will be paid into The Mechanical Electrical Redundancy Trust (MERT). The weekly contribution rate for each employee (excluding apprentices and trainees) engaged upon construction work shall be at a rate of \$75.00 Per Week.

Employees (excluding apprentices and trainees) engaged upon construction work will be entitled to a Redundancy benefit for each week of service with the Company being the greatest of the following amounts:

- a) the amount to be contributed to MERT in accordance with this agreement; or
- b) the amount contributed by the employer to MERT; or
- c) the amount prescribed by the relevant Industrial Award; or
- d) the amount prescribed or awarded by the relevant Industrial Relations Commission.

The amount of contributions paid to the MERT under paragraph (b) shall be set off against any entitlement under paragraph a), c) or d).

21. Top Up

It is a term of the Agreement the Company will pay Top-up/24 Hour Employee Insurance under the Electric Top Up fund from the date of agreement.

22. Clothing

Employees after 152 hours employment with the Company will be supplied with:

- i) Two sets of shorts, overalls or trousers and shirts, or any combination of clothing as agreed between the employees and the Company which shall be replaced on a fair wear and tear basis;
- ii) A jumper, or in the case of employees engaged upon construction work, a bluey jacket, which shall be replaced on a fair wear and tear basis.
- iii) Where ever possible 'Australian Made' protective clothing will be issued.

Safety boots will be provided on commencement of employment and replaced on a fair wear and tear basis.

23. Transfer of Labour

If a halt to productive work occurs which is not the fault or the responsibility of the Company, the parties agree that employees can be relocated to other unaffected areas to continue productive work or to other sites if work is available. Provided that employees will continue to be paid in accordance with this Agreement during such a temporary transfer.

24. Skills Development

The Company acknowledges the changing pace of technology in the electrical contracting industry and the need for employees to understand those changes and have the necessary skill requirements to keep the Company at the forefront of the industry.

The Parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- i) Developing a more highly skilled and flexible workforce.
- ii) Providing employees with career opportunities through appropriate training to acquire the additional skills as required by the Company.

Taking into account;

- The current and future skill needs of the Company.
- The size, structure and nature of the Company.
- The need to develop vocational skills relevant to the Company and the Electrical Contracting Industry.

Where, by agreement between the employee and employer, an employee undertakes training providing skills, which are not a company specific requirement, any time spent in the completion of this training shall be unpaid.

25. Wet Weather

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

Whilst it is raining, employees will be required to:

- Continue to work under cover or relocate to alternative work under cover, on site.
- Obtain materials and services for employees working under cover where there is only minimal exposure to inclement weather.
- When required, perform emergency and safety work. In addition, work on unexpected breakdowns, which can be corrected in limited time duration.

Should a portion of the project be affected by wet weather, all other employees not so affected shall continue working in accordance with award conditions, regardless that some employees may be entitled to cease work due to wet weather.

If a halt to productive work occurs due to inclement weather, the parties agree that employees may be relocated to other unaffected sites.

Where the above steps are not possible, affected employees may be required to attend tool box meetings, work planning sessions or skills development activities, all of which will count as productive time for payment purposes.

26. Payment of Wages

Wages will be paid weekly by electronic funds transfer (EFT). The employer shall comply with all provisions in relation to the keeping of time and wage records and production of pay slips in accordance with the Industrial Relations Act 1996.

Each employee is responsible for the accurate and timely completion and provision of time sheets and production records.

27. Travelling time and Fares

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

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

28. Additional Employee Holiday

To accommodate a company picnic day, no work shall be scheduled - where possible - on the second Monday of March each year, to coincide with the Energy Australia, Sydney, Annual Picnic Day.

Proof of attendance at the picnic will be required.

29. Distant/Away Work

Where an employee volunteers to be transferred to a distant site, they shall not be entitled to living away allowances or travel expenses.

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

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

30. Payroll Deductions

The Company agrees to make payroll deductions at the request of the employee during the life of the Agreement.

31. Australian communications Authority (ACA) License / Registration Allowance

Where an employee covered by this agreement is required under the ACA Cabling Provider Rules to hold and use a current license / registration in the course of their employment, the employer commits to accepting all payments in relation to the training and or liability for the qualification used during the course of their employment with the company.

It is noted that in the fire protection, security and computer cabling industries there is a requirement under the cabling provider rules for all employees who work on services that connect (or are intended to connect) to the telecommunication network to be licensed / registered.

32. Safety and compliance

The Company commits to make all management and employees aware of all the changes to the Occupational Health and Safety Act and Regulations. This should be done via training courses and or union seminars. The conducting of the training and or seminars shall be at times convenient to the company.

33. Quality assurance

The parties endorse the underlying principles of the Company's Quality Management System, which seeks to ensure that its services are provided in a manner which best conforms to the requirements of the contract with its customer. This requires the Company to establish and maintain, implement, train and continuously improve its procedures and processes, and the employees to follow the procedures, document their compliance and participate in the improvement process. In particular, this will require employees to regularly and reliably fill out documentation and checklists to signify that work has been carried out in accordance with the customer's specific requirements. Where necessary, training will be provided in these activities.

34. On Call Arrangements

- An employee who is on call shall be paid an on call allowance of \$165 per week.
- An employee who is on call for less than a whole week shall be paid one fifth of the allowance for each working day or part thereof and one quarter of the allowance for each Saturday, Sunday or Public Holiday or part thereof up to a maximum of the full allowance.
- An employee who is on call is required to be available for emergency and/or breakdown work at all times outside the employee's usual hours of duty. Upon receiving a call for duty, the employee is to proceed directly to the job.
- Emergency and/or breakdown work includes restoring supply to customers or making equipment safe, which has failed or is likely to fail or maintenance work, which is essential to prevent a supply failure.
- Payment for a call out shall commence from the time the employee receives a call and continues until the employee arrives back home. Payment is at the appropriate overtime rate.
- Employees who are on call are not confined to their homes but they must be reasonably available so that they would not be delayed by more than 15 minutes in addition to the time it would normally take to travel from their homes to the place where the work is to be performed. Any delays in excess of 15 minutes will not be paid unless specifically authorized.

- An employee may be required to attend any other calls, which arise prior to returning home.
- Employees who are called out are entitled to a minimum of one hour's pay at double time each time they are called out.
- If a day worker is recalled to work overtime between the time determined by extending the employee's usual ceasing time on the previous day by 8 hours and 4 am, the employee's normal starting time the next day shall be put back by the number of hours worked between those times or paid at double time for the number of hours worked between those times.
- If an employee is required to resume duty after a call out which exceeds four hours before having a 10 hour break, the employee shall be paid double time for all hours worked until a break of 10 consecutive hours has been taken.
- Normal meal break and meal allowance provisions apply to overtime worked on call-outs.

35. Stand Down after Overtime

Where Overtime is necessary, whenever possible it shall be organised so that employees shall have at least ten consecutive hours off duty. If so much overtime is worked that an employee cannot take a ten hour consecutive break before the normal commencement time, they shall be entitled to time off without loss of normal pay until they have had a ten consecutive hour break. If a ten hour break is not given then the employee is paid double time for all hours worked until a ten consecutive hour break is taken.

36. Recalled to work overtime

An employee who is recalled to work overtime and is not ON CALL as provided in clause 41 ON CALL shall be paid a minimum of four hours at the appropriate overtime rate.

The payment for an employee who is recalled to work overtime commences from the time the employee receives the call and continues until the employee arrives home.

Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job to which the employee was recalled, or which the employee was required to perform, is completed within a shorter period.

If a day worker is recalled to work overtime between the time determined by extending the employee's usual ceasing time on the previous day by eight hours and 4am, the employee's normal starting time the next day shall be put back by the number of hours worked between those times or paid at double time for the number of hours worked between those times.

If an employee is required to resume duty after being recalled to work overtime which exceeds four hours before having a ten hour break, the employee shall be paid double time for all hours worked until a break of 10 consecutive hours has been taken.

Recalled to work overtime means.

- A direction given to an employee to commence overtime work at a specified time which is two hours or more prior to either the employee's usual or rostered commencing time, or one hour or more after the employee's usual or rostered ceasing time. (Whether notified before or after leaving the employee's place of work) or
- A notification given to an employee after completion of the employee's day's work directing the employee to take up overtime work; or

- A notification given to an employee whose normal hours do not include work on a Saturday, Sunday or Award holiday to work on any such day; or
- A notification given to a shift worker to work on a rostered day off.

37. Classifications

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

38. Signatories

Signed for and on behalf of Garde Pty Ltd

Signature

Date

Witness

Date

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

Signature

Date

Witness

Date