

ENTERPRISE AGREEMENT

NO: E.A. 5 /1994

DATE REGISTERED: 6-1-94

PRICE: \$ 12.00

## An ENTERPRISE AGREEMENT

made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of sections 115-142 of the said Act, entered into between

ELTEN PTY. LIMITED of 3 Fig Street Ultimo N.S.W. of the one part and

THE WORKS COMMITTEE on behalf of the employees of Elten Pty. Limited of the other part.

### TITLE OF AGREEMENT

This agreement shall be known as the ELTEN ENTERPRISE AGREEMENT

### INTENTION

This agreement shall apply to all present and future employees of the company employed under the  
Electrical Contracting Industry (State) Award and  
Clerks (State) Award

### DURESS

This agreement was not entered into under duress by any party to it.

### INCIDENCE

This agreement shall partially replace the terms and conditions of employment previously regulated by the  
Electrical Contracting Industry (State) Award and  
Clerks (State) Award

Apart from clauses specified in this agreement all other clauses of the Awards shall apply. In case of conflict with the Awards, the Agreement shall have precedence.

### CONTENTS

#### 1. PURPOSE. WORKS COMMITTEE.

Elten Pty. Limited and staff recognise the need to establish fair and equitable relationships between all parties and to promote a stable industrial relations environment in which all can work productively and in harmony. The parties are committed to achieving this aim and promoting industrial stability based on trust, co-operation and teamwork.

To this end and during the life of this Enterprise Agreement the Works Committee will meet fortnightly to address and detail policy on the following and other matters yet to be raised:-

- Financial Stability
- Strategic Direction
- Use of Existing and Future Technology
- Management Systems
- Communication
- Total Quality Management
- Health and Safety

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## 2. RATES OF PAY (See also Clause 10 Excess Hours)

Salaried employees will be appointed by Elten Pty. Ltd. with working hours, notional hourly rate for bonus purposes and annual salary agreed. No overtime will be paid.

Tradespersons, Trade Assistants and Apprentices will be appointed to a position and a classification (including an Hourly Rate of Pay) agreed with the company.

In lieu of wage increases and CPI adjustments, amendment to Classification and Hourly Rate will be considered annually by the Works Committee taking productivity, training and efficiency into account.

The Company will accept the decision of the Works Committee without extenuating circumstances. Any person so employed by the company shall be classified and paid in accordance with the relevant award.

### 2a. Hourly Rates of Wages. Detail of Classifications and Hourly Rates follow:-

Tradespersons		Apprentices	
Classification A	Hourly Rate \$ 16.00	Classification First Year	Hourly Rate \$6.75
B	\$ 16.50	Second Year	\$8.50
C	\$ 17.00	Third Year	\$11.50
D	\$ 17.50	Fourth Year	\$12.75
E	\$ 18.00	Trade Assistants	
F	\$ 18.50	Classification A	Hourly Rate \$12.00
G	\$ 19.00	B	\$12.50

Hourly Rates will be payable as wages for all time worked including travel time. It is a fundamental of this agreement that overtime rates fares and travel expenses will not be paid.

Site allowances will be paid as agreed with project managers.

2b. Normal Hours of work will be 38 hours per week to be worked between 6.00 am to 6.00 pm Monday to Friday. Public Holidays will account for 7.6 Hours.

2c. Call out, outside normal hours will be for a minimum of four hours.

2d. Apprentices. In the absolute discretion of the Controller of Apprentices which at present is the Operations Manager (I Gatherer) apprentices after being employed for at least 6 months may be given an 'A' status which will entitle the individual to an increase in wage being half the raise due on reaching their next year of apprenticeship for the last three months of the year.

eg A First Year 'A' apprentice would be paid half the hourly increase due on becoming a Second Year Apprentice for the last three months of the First Year.

Apprentices would be eligible to become 'A' apprentices during the final three months of the next year of their apprenticeship until their final year at which time an 'A' would entitle them to apply the minimum Classification and Hourly Rate of a tradesman.

An 'A' apprentice would have priority for a position as a full time tradesman prior to other apprentices.

2e. Clerical. Clerical employees will be appointed to a position and a minimum number of working hours (weekly) and a weekly salary, not less than the Clerks (State) Award, agreed with the company. No overtime will be paid.

## 3. BONUS

Bonuses will be paid at the recommendation of the Works Committee and on the following initial basis but only to those employees who have satisfactorily completed six months employment with the company. Elten Pty. Limited will set aside a proportion of Net Profit before income tax (not less than 25% but at the rate recommended by the Works Committee) annually to be paid in the form of bonuses to employees. The amount available for bonus will be distributed to all employees, other than company owners, in ratio to their gross income calculated at their hourly or notional hourly rate on the basis of a working week of up to 50 hours per week.

The bonus will accumulate during an employee's holidays, ordinary sick leave and the first four weeks on workers compensation but not thereafter.

The bonus will not accumulate on an hourly basis in ratio to income during leave in excess of holidays and ordinary sick leave.

Employees may choose as to the method of payment of bonus ie in Cash after Tax, in additional leave in proportion to that person's Hourly Rate or in additional Superannuation by way of wage sacrifice.

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#### 4. PAYMENT OF WAGES AND SALARIES

Each pay week will finish at 3.00 p.m. Friday.

Tradespersons and apprentices will ensure that work times where practicable, for that week will reach the company office by the close of business the following working day.

Wages and Salaries will be paid by close of banking on the following Friday at the latest (but by the following Wednesday if possible) either in cash or by credit to a bank account by EFT at the discretion of the company.

If the normal pay day is a holiday payment will be made by close of banking the previous working day.

#### 5. SUPERANNUATION

The employer will make superannuation payments as required by law.

Each employee may suggest to which superannuation scheme their contributions will be made.

#### 6. TOOLS

All employees will provide, maintain and care for their own hand tools.

No hand tools will be provided or loaned by employer or other tradespeople or apprentices to any employee.

The former tool allowance has been included in the hourly rate.

All employees tools will be removed from each site each day and each employee is responsible for the safety, maintenance, security and insurance of their tools on and off the site. Employee tools are not covered by employer insurance either on site, off site or in company vehicles.

The employer may provide power and other special purpose tools, precision measuring instruments and electrical measuring and testing instruments for the use of tradespersons and apprentices. The employer will use its best endeavours to obtain insurance cover for employees' power and special purpose tools, precision measuring instruments and electrical measuring and testing instruments which may be used temporarily on site and notification of which has been given to the employer in writing. The supervisor at each site and employee using any of these tools or instruments are equally responsible for the safety, maintenance and security of them while on the job and at the end of each day's work.

Tradespersons ( and Apprentices within three months of commencement or continuation of their apprenticeship) will provide themselves with a full hand tool kit as detailed on the attached Appendix C.

#### 7. COMPANY VEHICLES

Company owned vehicles will be maintained on a daily basis, washed and cleaned weekly and the interior kept tidy by the employee at whose home they are garaged overnight. The vehicle should be legally parked offstreet and locked. Any equipment such as ladders attached to the vehicle should be secured to the vehicle by padlock. If a burglar alarm is fitted this should be activated. If this is not possible it is the responsibility of the employee to arrange security acceptable to the company's insurers. Petrol will be available on a BP card. Oil, water and tyres should be checked and corrected if necessary. Periodic service will be carried out at the workshop, which for the time being is at 3 Fig Street, Ultimo.

It is the responsibility of the employee mentioned above to bring the vehicle to the workshop each fortnight, by arrangement for stocktake.

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## 8. HOLIDAYS

All staff are entitled to 20 working days paid holiday leave.

There will be no entitlement to take holiday leave until an employee has completed one year of consecutive employment.

Pay arrangements will be as requested in holiday applications.

There is no leave loading.

There are no RDO's.

Public Holidays as gazetted will be taken as additional leave.

## 9. SICK LEAVE

All staff are entitled to 10 working days paid sick leave.

Any residue of sick leave at the end of an employee's anniversary may be used as and attached to holiday leave within six months after expiry of the anniversary at company convenience.

There will be no entitlement to sick leave until an employee has completed three months consecutive employment.

Payment for any absence on sick leave during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment at which time that payment shall be made.

## 10. EXCESS HOURS

Excepting salaried employees

a. All time worked in excess of 38 hours (Normal Hours) per week shall be paid at the hourly rate applicable at the time in accordance with Clause 2 of this agreement.

b. All work performed in excess of 38 hours per week shall be voluntary and at the absolute discretion of the employee concerned subject to sub clause c below.

c. The employer reserves the right to direct employees to cease working excess hours in order to maintain a safe working place.

## 11. TRAINING

Employees are actively encouraged to seek further training in their trade and in matters beyond that which they already have.

New training proposals are encouraged particularly Austel and St. Johns Ambulance Introduction to on the job safety.

Paid time for recognised training will be subject to approval.

Apprentice TAFE fees will be paid by the Company. Should an apprentice fail TAFE examinations in any year, that apprentice will pay their own TAFE fees the next year.

## 12. UNIFORMS

Distribution of uniforms will take place at least twice yearly and after probation on commencement of employment. Employees will wear uniforms at all times and keep them clean and tidy.

One set of wet weather gear will be kept at each site if possible.



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JH 12. DISPUTES

A procedure for solution of disputes follows.

DISPUTES/GRIEVANCE HANDLING PROCEDURE.

This procedure will cover both individual and collective grievances and grievances by employee of employer and employer of employee.

The aim is to resolve problems that arise as close to the source as possible with graduated steps for further discussions and resolution at higher levels of authority as necessary.

Stages of procedure:-

1. Employee notifies employer (in writing or otherwise) as to the substance of the grievance, requests a meeting with the management and states the remedy sought.

1a. Employer warns employee (in writing) of grievance.

2. Discussion held between the employee (and representative) and first line manager.

If the matter is not resolved

3. Employee (and representative) confers with senior manager.

3a. Employer warns employee (in writing) of grievance a second time.

If the matter is not resolved

4. Joint meeting with Works Committee.

If the matter is not resolved

5. Referral to a mutually agreeable third party for mediation.

5a. employee is dismissed.

If the matter is not resolved

6. Referral to the Industrial Relations Commission.

The procedures require:-

\* reasonable time limits to be set for discussion at each stage

\* normal work to continue while the procedure is being followed

\* if the matter has not been resolved at the conclusion of the discussion, the employer must provide a response to the employee's grievance, including reasons for not implementing any proposed remedy

\* the employee may be represented by an industrial union. In a dispute between employer and employees each party may be represented by their respective industrial organisations.

13. DISCIPLINE

Should discipline in any form be considered necessary, and the matter is not covered by the above paragraph DISPUTES then the matter will be referred to the Works Committee for decision or recommendation to the employer.

14. CONFIDENTIALITY

Members of the Works Committee and all employees undertake to keep confidential all matters discussed with staff members unless otherwise agreed in writing.

15. TERM

This agreement shall operate from the date of registration and shall remain in force for an initial period of twelve months unless varied or terminated earlier by the provisions detailed in the Act.

It is contemplated that a further agreement be entered into beyond termination, the terms and conditions to be refined by the Works Committee in the interim.

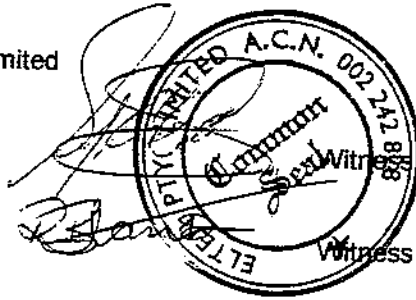
Signed for and on behalf of Elten Pty. Limited

THE COMMON SEAL OF  
ELTEN PTY LTD

Seal clause Director

WHICH HERETOFORE APPLIED  
IN THE PRESENCE OF THE DIRECTORS

Date 20 OCTOBER 1993 Director



Alpha [Signature]  
Alpha [Signature]

Signed for and on behalf of the Employees by the Works Committee

SB IG. AL AH PG. RP.  
1. 2. 3. 4. 5. 6.

Date 20 OCTOBER  
1993.

1. [Signature]  
2. Jim Gathers  
3. Howard  
4. [Signature]  
5. P. Guder  
6. [Signature]