

ENTERPRISE AGREEMENT

NO: E.A. 135 /1994

DATE REGISTERED: 22-4-94

PRICE: \$ 46-00

ENTERPRISE AGREEMENT BETWEEN

CHAMBERS ELECTRIC PTY LTD

AND

ELECTRICAL CONTRACTING EMPLOYEES

AN ENTERPRISE AGREEMENT made this

FIRST day of NOVEMBER,

1993 in pursuance of the Industrial Relations Act 1991 between
Chambers Electric Pty Ltd and all employees engaged in
electrical contracting work.

1. TITLE

This Agreement shall be known as the "Chambers Electric Pty Ltd Company Enterprise Agreement 1993".

2. ARRANGEMENT

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3. PARTIES TO THE AGREEMENT

The parties to this Agreement are Chambers Electric Pty Ltd (ACN 001 368 690) hereinafter referred to as the Company) and all electrical employees of the Company engaged pursuant to the Electrical Contracting Industry (State) Award and all employees engaged in the supervision and project management of such electrical employees.

4. TERM OF AGREEMENT

This Agreement shall take effect from the first full pay period on or after the date of registration and shall remain in force for a period of two years.

5. INCIDENCE

5.1 This agreement shall regulate partially the terms and conditions previously regulated by the Electrical Contracting Industry (State) Award (hereinafter referred to as the Award).

5.2 In the event of any inconsistency between this Agreement and the Award, the provisions of this Agreement shall prevail.

6. DURESS

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

7. AIM

The aim and intent of this Agreement is:

7.1 to develop and support a Company having a flexible workforce and management structure committed to the continued improvement and success of the Company; and

7.2 to develop and encourage a co-operative workplace whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Company in the marketplace and therefore offer to employees a sustainable level of employment continuity.

8. OBJECTIVES

The principle objectives of this Agreement are to:

8.1 provide for the necessary ongoing mechanisms for change by virtue of a participative and consultative process by the parties in order that the enterprise can become more efficient, productive and competitive.

- 8.2 encourage and develop a level of skill, innovation and excellence which stamps the enterprise as a leader in the industry.
- 8.3 develop a high degree of participation, teamwork, trust and shared commitment to the goals and policies of the enterprise and the achievement of real and sustainable improvements in productivity.
- 8.4 provide training and skills improvement programs within the enterprise. Such training and skills improvement programs will enable employees to increase their level of individual expertise and in turn improve the excellence of the enterprise and opportunities within the organisation.
- 8.5 Implement Quality Assurance and Total Quality Systems; thus improving customer service, quality, process improvement and competitiveness.
- 8.6 Through a process of continuous refinement, provide an immediate response to issues affecting productivity such as time and cost performance, job design and work organisation, project delivery and training.
- 8.7 Ensure strict adherence to this Agreement, the Award and all Statutory Provisions.

9. QUALITY ASSURANCE IMPLEMENTATION

- 9.1 The Company's priority will be to seek Third Party Accreditation for its Quality Assurance. This will be achieved by implementing and maintaining a Quality System based on Australian Standards to be defined in the Quality Assurance and Control Manual.
- 9.2 It is recognised that an Accredited Quality Assurance System is vital in obtaining new clients and satisfying the current client base. This requires the commitment of all parties to understand and support the process.
- 9.3 All employees are committed to actively and positively assisting the Company to develop, implement and maintain its Quality Assurance System.

10. TRAINING

10.1 It is the Company's intention to provide training for each of its employees on an ongoing basis to ensure skills are kept in line with market demand. Training will be in the following areas;

- Austel Preparation Course for the Austel Licence
- AT&T Installers course and
- DECconnect Training.
- Structured Cabling - In House Training

10.2 Wherever possible, training in the abovementioned areas will be done during ordinary working hours. The Company will meet the enrolment cost of each course.

11. HOURS OF WORK

11.1 The ordinary hours of work, exclusive of meals times, shall be an average of 38 hours per week worked on the basis of 152 hours within a 28 consecutive day work cycle.

11.2 The ordinary hours of work shall be between 6:00am and 6:00pm. and may be worked on any day or all of the days of the week Monday to Sunday inclusive.

11.3 Consultation shall occur on the method of implementation of the ordinary hours of work. However, the final choice as to the method of implementation shall rest with the company..

11.4 Because of the necessity to ensure maximum flexibility of working hours so as to meet operational requirements and the needs of customers and the marketplace, different methods of implementation of the working week may be applied to various groups or sections of employees.

11.5 The working week may be changed as required, provided that the requirements of sub-clause 11.3 are followed and provided that the relevant employee(s) is/are given a minimum of one weeks' notice.

11.6 Where an employee is absent on unpaid leave during their ordinary hours of work, that employee may be required by the Company to work an amount of time equivalent to the period of unpaid leave during the same work cycle. Such time worked shall be classed and paid as ordinary time and shall be worked during the time parameters established by sub-clause 11.2

- 11.7 Unless otherwise instructed, each employee is required to start and finish work on the Company nominated site, rather than at the Company's workshop or depot.
- 11.8 Each employee will have the ability to accumulate rostered days off (RDO's) provided that all RDO's are taken within the calendar year in which they accrue at a time mutually convenient to the employee and the Company.

12. OVERTIME

- 12.1 All hours worked in excess of the hours prescribed in Clause 11 shall constitute overtime which shall be worked by mutual agreement and paid at the ordinary time rate of pay.
- 12.2 The provisions of Clause 20, Overtime and Clause 21, Holiday and Sunday Work (with the exception of sub-clause 21.1.1) of the Award shall not apply to employees.
- 12.3 Where an employee works overtime, the employee may be mutual agreement with the Company, subsequently be released from duty in ordinary hours subject to the following conditions.
- 12.3.1 The employee may elect to be paid for the overtime worked or have the equivalent period of time off in lieu of payment.

13. PUBLIC HOLIDAYS

- 13.1 Should an employee be required to work on a gazetted public holiday, payment will be at the ordinary time rate plus the employee will be subsequently released from duty for the equivalent number of ordinary hours on full pay.
- 13.2 By mutual agreement between the Company and the employee, other day/s may be substituted for the said gazetted day/s.

14. WAGES

14.1 The ordinary weekly and hourly wage rates for employees shall be as follows;

| WAGE CLASSIFICATION TABLE | | | |
|----------------------------------|--------------------------------|-----------------------------|-------------------------|
| | CLASSIFICATION | ORDINARY HOURLY RATE | WEEKLY WAGE RATE |
| 1 | 1st Year Trainee | 5.45 | 207.00 |
| 2 | 2nd Year Trainee | 7.37 | 280.00 |
| 3 | 3rd Year Trainee | 9.84 | 374.00 |
| 4 | 4th Year Trainee | 11.24 | 427.00 |
| 1a | 1st Year Indentured Apprentice | 4.65 | 177.00 |
| 2a | 2nd Year Indentured Apprentice | 6.23 | 237.00 |
| 3a | 3rd Year Indentured Apprentice | 9.05 | 344.00 |
| 4a | 4th Year Indentured Apprentice | 10.32 | 392.00 |
| 5 | Tradesperson - Category 1 | 13.20 | 502.00 |
| 6 | Tradesperson - Category 2 | 14.47 | 550.00 |
| 7 | Tradesperson - Category 3 | 15.26 | 580.00 |
| 8 | Leading Hand | 16.00 | 608.00 |
| 9 | Supervisor | 16.57 | 630.00 |
| 10 | Projects Manager | 19.47 | 740.00 |

14.2 Each employee shall be classified and paid accordingly as per the above table. Each employee, with the exception of apprentices, shall be classified following discussions between the individual employee and the Company.

14.3 The wage increases contained in the wage classification table shall be the only wage increases allowable during the life of this Agreement, except where the minimum hourly rate under the Award is above the amount in the wage classification table, the wage increases contained in that table should be the only wage increases allowable during the life of this agreement.

14.4 The wage increase contained in the above table compensates for and eliminates payment of the following rates and allowances under the Award:

14.4.1 All rates and allowances under Clause 4, Travel and Expenses

14.4.2 All rates and allowances under Clause 16, Special Rates;

14.4.3 All rates and allowances under Clause 17, Multi-Storey Allowance;

14.4.4 All rates and allowances under Clause 7, Living Away on Distant Work;

14.4.5 All rates and allowances under Clause 18, Distant Places

14.4.6 Meal Allowances under sub-clauses 20.8 ad 21.4

14.4.7 The first-aid allowances under sub-clause 29.3

14.4.8 The tool allowance under Clause 5, Tools

15. PAYMENT OF WAGES

15.1 Wages will be paid weekly by Electronic Funds Transfer (EFT) in to the employee nominated bank account, no later than two working days following the end of the pay week.

16. SICK LEAVE

16.1 Sick leave which accumulates shall be available to an employee for a period of two (2) years from the end of the year in which it accrues.

17. PROBATIONARY EMPLOYEES

17.1 Any new employee, except a casual employee, shall serve a 3 month qualifying probationary period in order to ascertain their suitability to the job. Prior to or at the completion of such period, a decision to re-classify the employee to a permanent position shall be made after consideration of their performance during the probationary period. Matters to be taken into consideration shall include, but not be limited to the following:

- 17.1.1 Ability to do the job to management's satisfaction and requirements.
 - 17.1.2 Level of co-operation and ability to work as part of a team.
 - 17.1.3 Conduct.
 - 17.1.4 Attendance record - including punctuality and absenteeism.
- 17.2 Either prior to or at the expiration of the 3 month probationary period, an employee who is determined by the Company to be unsuitable, may be terminated pursuant to Clause 8, Contract of Employment of the Award. The rights of the Company to summarily dismiss an employee for misconduct, refusal of duty, inefficiency, malingering or neglect of duty are not affected by this subclause.

18. UNIFORMS AND APPEARANCE

- 18.1 In order to positively project and enhance the Companies image, all employees shall ensure that they wear the uniform provided or if they are waiting on a uniform, to ensure that they are properly attired for work. Employees shall maintain a respectable level of behaviour during working hours or when wearing clothes identifying them as employees of Chambers Electric.

19. DISPUTE SETTLEMENT PROCEDURE

The procedure for the resolution of industrial disputation will be in accordance with Section 185 of the NSW Industrial Relations Act 1991. These procedural steps are:

- 19.1 Procedure relating to grievance of an individual employee;
- 19.1.1 The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - 19.1.2 A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussions and resolution at higher levels of authority.
 - 19.1.3 Reasonable time limits must be allowed for discussion at each level of authority.

- 19.1.4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.
 - 19.1.5 While a procedure is being followed, normal work must continue.
 - 19.1.6 The employee may be represented by an industrial organisation of employees.
- 19.2 Procedure for a dispute between the Company and its employees;
- 19.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - 19.2.2 Reasonable time levels must be allowed for discussion at each level of authority.
 - 19.2.3 While a procedure is being followed, normal work must continue.
 - 19.2.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

20. SIGNATORIES

Signed for and on behalf of: Chambers Electric Pty Ltd

Name: *Wayne Farnsworth* Date: *8/11/93*

Witness: *W. Davis* 8.11.93

Signed for and on behalf of employees by:

Name: Date:

Witness:

20. SIGNATORIES

Signed for and on behalf of: Chambers Electric Pty Ltd

Name: *Wayne Furneyvall* Date: *1/11/93*

Witness:

Signed for and on behalf of employees by:

Name: *G. Smith* Date: *1-11-93*

Witness: *[Signature]*

20. SIGNATORIES

Signed for and on behalf of: Chambers Electric Pty Ltd

Name: *Wayne Farnsworth* Date: *1/11/93*

Witness:

Signed for and on behalf of employees by:

Name: *[Signature]* Date: *1/11/93*

Witness: *[Signature]*

20. SIGNATORIES

Signed for and on behalf of: Chambers Electric Pty Ltd

Name: *Wayne Farnsworth* Date: *10/11/93*

Witness:

Signed for and on behalf of employees by:

Name: *A. Monahan* Date: *10/11/93*

Witness: *B. Hewson*

20. SIGNATORIES

Signed for and on behalf of: Chambers Electric Pty Ltd

Name: *Wayne Farnsworth* Date: *1/11/93*

Witness:

Signed for and on behalf of employees by:

Name: *[Signature]* Date: *1/11/93*

Witness: *[Signature]*

20. SIGNATORIES

Signed for and on behalf of: Chambers Electric Pty Ltd

Name: *Wayne Jameswell* Date: *1/12/93*

Witness:

Signed for and on behalf of employees by:

Name: *Kevin Buckley* Date: *1-10-93*

Witness: *R. O'Connell*

20. SIGNATORIES

Signed for and on behalf of: Chambers Electric Pty Ltd

Name: *Wayne Funnell* Date: *1/11/93*

Witness:

Signed for and on behalf of employees by:

Name: *Bob O'Connell* Date: *1/4/93*

Witness: *[Signature]*

20. SIGNATORIES

Signed for and on behalf of: Chambers Electric Pty Ltd

Name: *Wayne Funnell* Date: *1/14/93*

Witness:

Signed for and on behalf of employees by:

Name: *JOHN HART* Date: *1-11-93*

Witness: *[Signature]*

20. SIGNATORIES

Signed for and on behalf of: Chambers Electric Pty Ltd

Name: *Wayne Furneywall* Date: *1/11/93*

Witness:

Signed for and on behalf of employees by:

Name: *Richard Antcliff* Date: *1.11.93*

Witness: *Kevin Bentley*

20. SIGNATORIES

Signed for and on behalf of: Chambers Electric Pty Ltd

Name: *Wayne Fumayroll* Date: *1/11/93*

Witness:

Signed for and on behalf of employees by:

Name: *[Signature]* Date: *1-11-93*

Witness: *[Signature]*

20. SIGNATORIES

Signed for and on behalf of: Chambers Electric Pty Ltd

Name: *Wayne Fumeyvall* Date: *10/11/93*

Witness:

Signed for and on behalf of employees by:

Name: *[Signature]* Date: *10/11/93*

Witness: *[Signature]*

20. SIGNATORIES

Signed for and on behalf of: Chambers Electric Pty Ltd

Name: *Wayne Furneyroll* Date: *10/11/93*

Witness:

Signed for and on behalf of employees by:

Name: *[Signature]* Date: *10/21/93*

Witness: *[Signature]*

20. SIGNATORIES

Signed for and on behalf of: Chambers Electric Pty Ltd

Name: *Wayne Jamesworth* Date: *1/11/93*

Witness:

Signed for and on behalf of employees by:

Name: *B. Bruce* Date: *1-11-93*

Witness: *[Signature]*