

# ENTERPRISE AGREEMENT

NO: E.A. 100 /1996

DATE REGISTERED: 9-4-96

PRICE: \$ 26-00

**P. W. BROWN ELECTRICAL PTY. LTD.**

(INC. IN NSW) ACN 000 460 962

**Electrical Contractors**



Austel Registered  
Cabling Contractor

*ELECTRICAL INSTALLATIONS - MAINTENANCE - EMERGENCY BREAKDOWN SERVICE*

Office: WHARF & 568 ILLAWARRA ROADS, MARRICKVILLE 2204

Postal Address: BOX 56 KOGARAH 2217

Telephone: 558-5555 All Hours

Facsimile: 558-5676

**ENTERPRISE AGREEMENT**

**15 NOVEMBER 1995**

1. **TITLE**

This Agreement shall be known as the P.W. Brown Electrical Enterprise Agreement 1995.

2. **PARTIES TO THE AGREEMENT**

The parties to this agreement are P.W. Brown Electrical Pty Ltd (hereinafter referred to as the Company) and all employees of the Company engaged pursuant to the Electrical Contracting Industry (State) Award (hereinafter referred to as the Award) other than apprentices.

3. **INTRODUCTION AND OBJECTIVES**

The Company is committed to using its best endeavours to promote the welfare and wellbeing of all of its employees. The employees will at all time respect the welfare and wellbeing of the Company and at all times work towards the best interests of the Company. The parties are therefore committed to all 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 Assurance System.
- \* Improving job security and the working environment.
- \* To provide 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 Award and this Agreement for all employees.
- \* To substantially reduce and eventually eliminate lost time.

4. TERMS OF AGREEMENT

This Agreement shall take affect from the date of registration and shall remain in force for a period of three years.

5. INCIDENCE

5.1 This Agreement applies to the Company in respect of all employees who are engaged pursuant to the Award other than apprentices.

5.2 The Agreement shall regulate partially the terms and conditions previously regulated by the Award. This Agreement is to be read in conjunction with the Award as at the date of ratification, however, in the event of any inconsistency between this Agreement and the Award, the provisions of this Agreement shall prevail.

5.3 The Company is an electrical contractor and as such is continually tendering and/or negotiating for work. It is the express agreement and understanding of the parties that this Agreement will apply to all electrical contracting work undertaken and will apply to all employees working at and/or deployed from the Company's office at 568 Illawarra Road, Marrickville and also applies when the employees travel or are deployed from this office to any other place in order to perform electrical contracting work.

6. DURESS

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

7. NO EXTRA CLAIMS

The employees shall not pursue any extra claims, either award or overaward for the life of the Agreement. Where any disagreement arises, the parties shall follow the dispute settlement procedure contained in this Agreement.

8. HOURS OF WORK

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

8.2 The ordinary hours of work shall be between 6.00 am and 6.00 pm and may be worked on any day or all of the days, Monday to Friday inclusive. By mutual agreement between the Company and the majority of employees concerned, the ordinary hours of work may commence at 5.00 am during daylight saving.

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- 8.3 The ordinary hours of work shall not exceed 8 hours per day. Provided that by mutual agreement between the Company and an employee, up to 12 ordinary hours may be worked per day.
  - 8.4 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.
  - 8.5 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.
  - 8.6 The working week may be changed as required, provided that the requirements of sub-clause 8.4 are followed.
  - 8.7 On selected projects, where there is a need for variation to the normal hours of work and/or shift work and where the Company and the majority of employees concerned agree, the spread of hours and/or shift system will be simplified and tailor made to suit the individual workplace needs with provisions drafted in lieu of the current award.
9. **ROSTERED DAYS OFF (RDO's)**
- 9.1 The parties agree to increased flexibility of RDO's. RDO's may be rescheduled or staggered over the work cycle rather than taken on industry RDO days.
  - 9.2 By agreement between the Company and an employee, RDO's may be banked. Records of each employee's RDO status will be kept by the Company and made available to the employee upon request.
  - 9.3 Banked RDO's must be taken within the calendar year in which they accrued and at a time agreed between the Company and the employee.
10. **OVERTIME**
- 10.1 Notwithstanding anything else contained in this Agreement, overtime shall be calculated on a weekly rather than a daily basis and each employee must work their full rostered weekly ordinary hours of work before becoming entitled to payment for any hours of work at overtime rates of pay.
  - 10.2 An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company. Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

10.3 It is a condition of employment that employee's shall work reasonable overtime when, where and if required, to meet the needs of the Company. Overtime if required, can be worked on an RDO weekend.

**11. ELECTRONIC FUNDS TRANSFER**

The parties agree that all employees will be paid wages by electronic funds transfer into a maximum to two separate accounts with any of the following banks:

Westpac, Commonwealth, National Australia, St. George.

The Company will pay an annual amount of \$20 per employee to cover the cost of bank charges.

**12. CONSULTATIVE MECHANISM**

The parties agree that a precondition for the effective operation of this Agreement is the establishment of a Consultative Committee within the Company. It is agreed that through the Consultative Committee, the Company and employees will examine all issues relating to the productivity and efficiency of the Company.

The Consultative Committee shall consist of equal numbers of Company representatives and employee elected representatives.

**13. WAGES**

In recognition of the productivity measures herein, the following increases shall be available to employees covered by this Agreement.

13.1 A productivity allowance of \$ 1.00 per hour worked will be paid upon ratification of this Agreement. This allowance shall be in lieu of all or any Award disability allowances. Payment of this allowance shall only be made where an employee works all his/her rostered weekly ordinary hours and any rostered overtime hours. The percentage increases contained at subclauses 13.1 and 13.2 will also be applied to this productivity allowance.

Where a site allowance is awarded by the Industrial Relations Commission or the Company is contractually obliged at the time of tender to pay a site specific site/project/productivity allowance higher than the abovementioned allowance, the Company will pay the difference between the two allowances.

*[Handwritten signatures]*  
Barker  
Shelley  
Dew  
Robinson  
Gardner  
Baker

*[Handwritten signatures]*  
Gardner  
Gardner  
Gardner

13.2 Nine months after ratification, employees will be entitled to a 4 per cent increase, based on the Award all purpose rate of pay as at the date of ratification of this Agreement.

13.3 Twenty four months after ratification, employees will be entitled to a further 4 per cent increase.

These wage increases will be in lieu of any other increases granted by the relevant Industrial Relations Commission during the term of this Agreement. Provided that the hourly ordinary time rate under this Agreement shall not be less than the hourly all purpose rate under the Award as applicable from time to time. Expense related allowances will be paid in accordance with the Award and varied as the Award varied.

14. **REDUNDANCY**

The Company will make redundancy contributions at the rate of \$ 40.00 per week for employees other than apprentices to the Mechanical and Electrical Redundancy Trust (MERT) until such time as the sum of the contributions match the employees redundancy benefit payable under the Award to a maximum of 20 weeks pay.

15. **SICK LEAVE**

The sick leave provisions of the Award continue to apply, except that untaken sick leave will not be subject to any maximum accumulation.

16. **TOP-UP/ACCIDENT INSURANCE**

The Company will provide Workers' Compensation Top-Up and 24 hour Accident Insurance under the WageCover Scheme for all employees covered by this Agreement.

17. **CLOTHING**

The Company will provide each employee only for their personal use the following annual clothing issue:

- \* 2 pairs of safety boots
- \* 1 windcheater jacket
- \* 4 work shirts or T-shirts
- \* 4 work trousers or shorts

This clothing issue will be in lieu of any requirements under site or project agreements.

*Handwritten signatures and initials:*  
- Top left: *M. Skelton*  
- Middle left: *P. Banks*  
- Bottom left: *J. Kelly*  
- Bottom center: *R. Ryan*  
- Bottom right: *James Gowers*  
- Far right: *[Signature]*  
- Bottom right: *[Signature]*  
- Bottom right: *[Signature]*

18. TOOL KITS

18.1 All tradespersons are required to provide and maintain a tool kit containing the items listed in the Schedule attached to this Agreement.

18.2 The Company will provide the tools and equipment as listed on the schedule. Employees who are issued with Company tools and equipment are responsible for the reasonable care and security of such tools and equipment.

18.3 Any loss of employee tools will be at the expense of the employee, unless reported to the police by the employee immediately upon these items becoming missing.

19. DISPUTE SETTLEMENT PROCEDURE

The parties acknowledge the need to achieve increased flexibility and productivity.

The parties shall aim to reduce the increase of lost time through the elimination of restrictive practices, close consultation and co-operation with those directly affected and through the effective operation of dispute prevention and settlement procedures.

The parties to this Agreement shall observe the procedure under Clause 31 Dispute Settlement Procedure of the Electrical Contracting Industry (State) Award.

20. PROBATIONARY EMPLOYEES

20.1 All permanent employees engaged after the date of registration of this Agreement will be engaged on the basis of a 3 month probationary period. The Company reserves the right to terminate a probationary employee at any time during this three month period subject to a week's notice or payment in lieu thereof.

20.2 Notwithstanding anything else contained in this Agreement, probationary employees will not be paid the productivity allowance contained in sub-clause 13.1 or the redundancy contribution contained in clause 14. Payments of these benefits will only commence upon successful completion of probationary period.

21. CONTRACT OF EMPLOYMENT

21.1 It is a term and condition of employment and of the obligations and rights occurring under this Agreement that an employee:

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- 21.1.1 Properly use and maintain all appropriate protective clothing and equipment provided by the Company for specified circumstances; and
  - 21.1.2 Use any technology and perform any duties which are within the limits of the employee's skill, competence and training; and
  - 21.1.3 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 employment record, skills and abilities of the employee which will be the determining factors regarding the retrenchment of employees. However, where employment record, skills and abilities are equal, then seniority shall take precedence; and
  - 21.1.4 Maintain commitment to and comply with Company's directions (consistent with the objectives of the Agreement) with respect to safety, quality, site cleanliness and waste management; and
  - 21.1.5 Be committed to the objectives in Clause 3 of this Agreement.
- 21.2 The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.

## 22. INCLEMENT WEATHER

### 22.1 Wet Weather Procedure

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 or on another site.
- \* Obtain materials and services for men 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 a limited time duration.

The employer shall provide personal wet weather clothing as necessary. Such clothing will remain the property of the Company and it is the employee's responsibility to take reasonable care of the clothing and return it.

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.

It is agreed by the parties that prior to any employee leaving the site due to inclement weather, consultation shall take place between the affected employees and the Company.

## 22.2 Hot Weather

In any situation where hot weather conditions do or are likely to affect safe work, affected employees and the Company shall consult on and seek the best method for completing work safely or shall seek alternative safe work, if either is available. Consideration shall be given to (but is not limited to) the following:

- \* Means of alleviating the affects of the heat eg. rest breaks, availability of cool drinking water.
- \* Relocation to work under cover on-site or on another site.
- \* Commencing the ordinary hour of work earlier.

## 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 labour can be relocated to other unaffected areas to continue productive work or other sites if work is available. Reasonable transportation expenses (if any) will be paid by the Company.

## 24. SKILL DEVELOPMENT

Skills development is an integral part of the aims of the parties to this Agreement. It will assist employees to develop their personal level of skills and provide them with the opportunity to generate their own career path within the industry.

The parties agree to collectively develop a Skills Development Program to accommodate the above opportunity. The vehicle for the process will be the consultative committee.

The Company will use the formalised industry competency standards as laid down by the EEITC for the purpose or accreditation of employees.

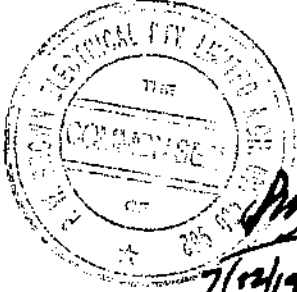
25. **FIRST-AID ALLOWANCE**

An employee who holds a current first-aid certificate approved by WorkCover shall be paid a weekly first-aid allowance of \$10.00.

26. **AUSTEL LICENCE**

An employee who holds a current Austel licence shall be paid a weekly Austel licence allowance of \$10.00. However, this allowance will not be payable if an employee's Award classification is one for which an Austel licence is a criteria.

27. SIGNATORIES



Signature: *M. Brown*  
Managing Director

Date: 7 December 1995

Signed by the employees party to the Agreement:

*M. Brown*  
7/12/1995

- M. Brown*
- G. Fitzmaurice*
- P. ...*
- S. ...*
- A. ...*
- J. Hill*
- R. ...*
- A. ...*
- J. ...*
- P. ...*
- G. ...*
- M. Callinan voted*
- J. Robinson* \_\_\_\_\_

**SCHEDULE**

**Refer Clause 18 of the Agreement**

**TRADESPERSON'S BASIC TOOL KIT**

Allen Keys - 2 sets

1 x metric

1 x Whitworth

Wood Chisels

1 x 12 mm

1 x 25 mm

Skutch Chisel

(combes provided by employer)

Hacksaw 1 x 12"

(blades provided by employer)

Junior Hacksaw

(blades provided by employer)

Key Hole Saw

(replacement blades provided by employer)

PVC Conduit Cutter (20 & 25 mm conduit size)

(replacement blades by employer)

Hammers

1 x claw

1 x lump 1 to 1.5 kg

Knife (Boot or Stanley)

Multigrips 250 mm

Pliers

1 x long nose insulated

1 x 8" insulated

1 x side cutters

Centre Punch

Chalk Line (or string line)

Plumbob

Screwdrivers

1x small (50 - 70 mm)  
1 x medium (100 0 150 mm)  
1 x large (300 mm)  
1 x Phillips head (75 - 100 mm)  
1 Phillips head (150 mm)  
1 x insulated 6" or 8"

Spanners

1 x metric set spanners  
1 x 4" or 100 mm shifting spanner  
1 x 8" or 200 mm shifting spanner

Thin Snips 250 mm

Tape Measure Flexible 5 or 8 m

Torch and Portable Hand Lamp or lead light

Trowel

Wrenches - 2 tap wrenches

1 x 1/8" to 1/4" tap size

1 x 1/4" to 1/2" tap size

Stilsons (or vyce grips)

0 - 40 mm (or 6" or 150 mm)

0 - 80 mm (or 10"-12" 250mm-300mm)

Portagas Bottle with A or B tip plus soldering tip

Tool Carry Pouch (with belt)

SAA A3000 Wiring Rules Book (current edition)

Lock up Tool Box with padlock

Set Square (and level combinat)

Crimp Tool 1.5 to 10 mm

**TOOLS AND EQUIPMENT TO BE SUPPLIED BY THE COMPANY**

Abrasive paper and discs

Chalk

Lubricant and cooling oils

Paint Brushes

Set of Hole Saws

Cutting Blades

Twist Drills (one of each size)

Taps - Whitworth (or metric equiv)

Masonry Drills (one of each)

Electrical Hammer Drill

Battery Drill with charger pack

Files

Test Lamps - 0-415Volts

Multimeter

Megger

Extension Lead 1-20m 240V