

ENTERPRISE AGREEMENT

NO: E.A. 122 /1996

DATE REGISTERED: 6-5-96

PRICE: \$ 12-00

ENTERPRISE AGREEMENT

PHE PTY LIMITED TRADING AS PAT HOGAN ELECTRICS

AND

THE ELECTRICAL TRADES UNION OF AUSTRALIA,
NEW SOUTH WALES BRANCH

1. TITLE

This Agreement shall be known as the Pat Hogan Electrics (CSR Oberon Plant Expansion Project) Enterprise Agreement.

2. PARTIES AND PERSONS BOUND

This Agreement shall be binding upon:

- i) PHE Pty Ltd trading as Pat Hogan Electrics;
- ii) The Electrical Trades Union of Australia, New South Wales Branch.
- iii) All employees, whether members of the Union or not, engaged pursuant to the Award.

3. APPLICATION OF AGREEMENT

This Agreement shall only apply in respect of employees engaged to perform work on-site on the CSR Oberon Plant Expansion Project.

4. DEFINITIONS

For the purposes of this Agreement:

- ❖ "Agreement" means this Enterprise Agreement.
- ❖ "Award" means the Electrical Contracting Industry (State) Award.
- ❖ "NESS" means the NSW Electrical Superannuation Scheme (No.1).
- ❖ "Company" means PHE Pty Ltd trading as Pat Hogan Electrics.
- ❖ "EEITC" means the Electrical and Electronic Industry Training Council.
- ❖ "Employee" means an employee of the Company performing work within the scope of this Agreement.
- ❖ "MERT" means the Mechanical and Electrical Redundancy Trust.
- ❖ "Project" means the CSR Oberon Plant Expansion Project.
- ❖ "Union" means the Electrical Trades Union of Australia, New South Wales Branch.

5. 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 Assurance 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 Award and this Agreement for all employees.
- ❖ To substantially reduce and eventually eliminate lost time.

6. DURATION OF AGREEMENT

This Agreement shall commence from the date of registration and remain in force for a period of two years.

7. APPROVAL

This Agreement shall be binding on all parties listed in Clause 2 above, upon registration under the Industrial Relations Act 1991.

The incremental increases listed in Clause 23 below shall only be paid upon the continued implementation of the agreed Productivity and Efficiency Measures.

8. COMMITMENTS

The parties of this Agreement are committed to ensuring that:

- i) The measures contained in this Agreement lead to real gains in productivity;
- ii) The dispute settlement procedures contained in the Award be rigorously applied and enforced.

9. NO EXTRA CLAIMS

The parties listed in Clause 2 above agree that they will not pursue any extra claims either Award or Over-Award for the life of this Agreement.

10. CONTRACT OF EMPLOYMENT

- (a) All new employees (other than casuals) will be engaged on the basis of a three (3) month probationary period. The Company reserves the right to terminate a probationary employee at any time during this three (3) month period subject to a week's notice or payment in lieu thereof.
- (b) 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 equipment provided 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 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
 - 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) be committed to the objectives in Clause 5 of this Agreement.
- (c) The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.

11. RELATIONSHIP OF PARENT AWARD

This Agreement is to be interpreted wholly in conjunction with and is complementary to the Electrical Contracting Industry (State) Award provided that:

- ❖ Where the Agreement is silent on rates of pay, conditions, allowances and other matters pertaining to the employment relationship, the Award shall apply.
- ❖ Where there is conflict between the rates of pay, conditions, allowances and other matters prescribed in this Agreement and the Award, then the Agreement shall apply.

12. DISPUTES SETTLING PROCEDURE

General Disputes Resolution Procedure

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

The parties shall aim to reduce the incidence 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.

13. 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 plant project or enterprise.

14. CONSULTATIVE MECHANISM

The parties agree that a precondition for the effective operation of the Agreement is the establishment of agreed consultative mechanisms within the Company. To this end, a consultative committee comprising of equal numbers of Company appointed representatives and employee elected representatives shall be established and maintained. The purpose of the consultative committee shall be to develop, recommend and assist to implement strategies and measures designed to achieve the objectives outlined under Clause 5 of this Agreement.

15. FLEXIBILITY OF WORK HOURS

- ❖ It is recognised by the parties that an inefficiency exists with work not commencing or finishing at the official starting and finishing times. In an endeavour to overcome this inefficiency, it is agreed that employees will be ready to work at the official starting and finishing times.

- ❖ Employees shall be at the site sheds (or agreed location) ready to commence work at the work start time. Wash up time at the end of the working day shall occur after the work finish time.
- ❖ Due to the nature of the electrical contracting industry, it is agreed between the parties that while the ordinary hours of work per week shall be an average of thirty eight (38) over a four week cycle, the Company and employees are able to enter into arrangements that provide for flexible working hours in response to site requirements. An eight (8) hour ordinary day will be worked, however this can be varied by agreement with the majority of employees concerned.
- ❖ Normal time hours must be worked between the hours of 6.00am and 6.00pm, Monday to Friday. Staggered starting and finishing times may be introduced by agreement with the Company employees at the site to help overcome any problems or potential delays. As a consequence, breaks taken during the course of the day shall also be staggered.
- ❖ Flexibility in the taking of RDO's may be achieved by the employees agreeing to change their RDO to another convenient date.
- ❖ ~~RDO's~~ RDO's may be banked to a maximum of 5. Banked RDO's shall be taken at a mutually convenient time. The Company will maintain a record of employees RDO bank status. Individual employee's bank status records will be available upon request by that Employee.
- ❖ Overtime, if required, can be worked on an RDO weekend.

16. SUPERANNUATION

Superannuation contributions shall be made on behalf of employees to NESS. The contribution shall be based on the current on-site NESS rate, with the exception of apprentices, where the provisions of the Superannuation Guarantee Charge shall apply.

17. REDUNDANCY

- ❖ The Company agrees to pay into MERT (or other approved redundancy fund) the sum of \$40.00 (forty dollars) per week for each employee covered by this Agreement (excluding Apprentices).

All employees recognise that payments made by the Company into MERT are to be used to offset the Award provisions, should they be made redundant.

18. PERFORMANCE MEASUREMENT

An integral part of this Agreement is the requirement for the parties to develop and utilise productivity and efficiency indicators to be able to continually improve performance and the Company's market position.

These indicators by agreement can include:

- (a) Lost Time
- (b) Waste
- (c) Rework
- (d) Plant and Equipment Life
- (e) QA Non-Conformances
- (f) Customer Complaints
- (g) Absenteeism
- (h) Program vs Actual Time Comparisons



19. 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 case 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.

20. 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.

21. ELECTRONIC FUNDS TRANSFER

The parties agree that all employees will be paid weekly by Electronic Funds Transfer.

22. SKILL DEVELOPMENT

Skills development is an integral part of the aims of all 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 of accreditation of employees.

23. WAGES

In recognition of the productivity measures herein, the following non-compounding increases based on the All Purpose Award hourly rates of pay at November 1995 shall be available to all employees covered by this Agreement from the first full pay period on or after:

- ❖ Upon registration of the agreement, employees shall be entitled to a 5 per cent increase. This increase will be back-dated to 29 November, 1995.
- ❖ 9 months after registration of the Agreement, employees shall be entitled to a 3 per cent increase.
- ❖ 18 months after registration of the Agreement, employees shall be entitled to a 2 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.

Expense related allowances will be paid in accordance with the Award and varied as the Award is varied.

In addition to the wage rates payable under this Enterprise Bargaining Agreement, a productivity allowance of \$1.50 per hour worked shall be paid to each employee. This allowance shall be in lieu of any Award disability rates. In the event that CSR/Head Contractor negotiates a project agreement which contains a project/site/productivity allowance which is higher than this allowance, then the Company will also pay the difference between the two allowances.

24. TOP-UP/ACCIDENT COVER INSURANCE

The Company will also provide Workers' Compensation "Top-Up" and 24 hour Accident Insurance for every employee covered by this Agreement.

25. QUALITY ASSURANCE

It is understood that Quality Assurance is a key factor to ensure that the Company becomes a more competitive and efficient enterprise. The parties are, therefore, committed to the introduction and maintenance of Quality Assurance programmes and procedures.


26. AWARD RESTRUCTURING

In the event that the parties to the Award reach an industry wide agreement on the implementation of the Award classification structure and the skills required for reclassification under that structure (or any particular Grade), then it is hereby agreed that only employees on projects tendered after the date of the industry wide agreement will be subject to the reclassification rate if applicable.

27. SIGNATORIES

For and on behalf of PHE Pty Ltd trading as Pat Hogan Electrics.

Signed:



Witnessed:




Date:

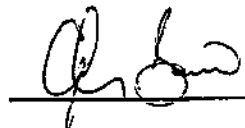
17/11/95

For and on behalf of The Electrical Trades Union of Australia, New South Wales Branch.

Signed:



Witnessed:



Date:

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