

ENTERPRISE AGREEMENT

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KENNEDY-TAYLOR (NSW) PTY LTD

ENTERPRISE AGREEMENT

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ENTERPRISE AGREEMENT - 1995

BETWEEN

KENNEDY-TAYLOR (NSW) PTY LTD

AND EMPLOYEE MEMBERS

AND THE ELECTRICAL TRADE UNION

OF AUSTRALIA NEW SOUTH WALES BRANCH

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KENNEDY-TAYLOR (NSW) PTY LTD

ENTERPRISE AGREEMENT

1. INTRODUCTION

This Agreement has been jointly developed by Kennedy-Taylor (NSW) Pty Ltd, its employees and the Electrical Trade Union of Australia New South Wales Branch with the purpose of developing and implementing workplace reform strategies so as to produce a continuous improvement environment aimed directly at improving the competitiveness of the Company within the marketplace, thus delivering projects on time and within budget along with job satisfaction and security for employees.

The Agreement will be submitted to the New South Wales Industrial Relations Commission for certification.

2. TITLE

This Agreement shall be known as the Kennedy-Taylor (NSW) Enterprise Agreement.

3. DEFINITIONS

For the purpose of this Agreement:-

- * "Agreement" means this enterprise Agreement.
- * "Award" means the Electrical Contracting Industry State Award 1992.
- * "Company" means Kennedy-Taylor (NSW) Pty Ltd.
- * "Employee" means an employee of the Company performing work within the scope of this Agreement.
- * "Union" means the Electrical Trade Union of Australia New South Wales Branch.
- * "NECA" means - National Electrical Contractors Association.

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 Award and this Agreement for all employees.
- * To substantially reduce disputation and eventually eliminate lost time due to disputation.

5. **APPLICATION OF AGREEMENT**

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

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

6. **DATE AND PERIOD OF OPERATION**

This Agreement shall come into operation from the date of and remain in force until 1 October, 1997.

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

7. **NO EXTRA CLAIMS**

The Employees and the Union shall not pursue any extra claims, either Award or over Award for the life of the Agreement, including, but not limited, to changes to Industry Superannuation and Redundancy payments. Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement.

8. **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.

9. **PARTIES BOUND**

This Agreement shall be binding upon:-

- a). Kennedy-Taylor (NSW) Pty Ltd
- b). All employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Award.
- c). The Electrical Trade Union of Australia New South Wales Branch.

10. **CONTRACT OF EMPLOYMENT**

- a). 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

10. CONTRACT OF EMPLOYMENT (Continued)

- 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). be committed to the objectives in Clause 4 of this Agreement.

11. 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:-

- a). 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 representative shall then;

11. DISPUTE SETTLEMENT PROCEDURE (Continued)

- 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). be provided with telephone facilities to speak to an official of the Union and request representation at a further conference to be held at a date and time mutually acceptable.
- b). Should negotiations as prescribed in (a) above fail, the matter (where appropriate) shall be referred to the National Electrical Contractors Association and the State Secretary of the Union within five working days, at which level a conference of the parties shall be convened without delay.
- c). In the absence of agreement, either party may refer the matter to the New South Wales Industrial Relations Commission for resolution.
- d). Whilst the above procedure is being effected, work shall continue normally.
- e). All recommendations, orders and/or directions of the New South Wales Industrial Relations Commission shall be strictly observed by all parties.

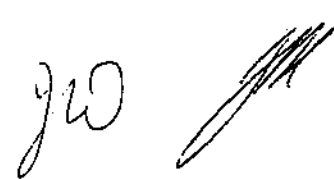
12. WAGE INCREASES

In recognition of the productivity measures per Clause 14 herein and subject to the continued commitment to and implementation thereof, the following non-compounding increases based on the All Purpose Award hourly rates of pay at June 1995, shall be available to all employees covered by this Agreement from the first full pay period on or after;

- a). 9th October, 1995. Upon signing of the Agreement, employees shall be entitled to a 5 per cent increase.
- b). 9th October, 1996. 12 months after signing of the Agreement, employees shall be entitled to a 5 per cent increase.

If the New South Wales State Base All Purpose Award is to escalate to a higher amount than that agreed in the Enterprise Agreement, then the higher rate will apply.

"The 5% increase provided in Sub Clause (a) of this Clause takes effect on and from the date of registration. Employees covered by this Agreement at the date of registration will be paid in accordance with this Clause on and from 9th October, 1995 ... or the date of employment whichever is the later"



12. WAGE INCREASES (Continued)

These wage increases will be in lieu of any other increases granted by the relevant Industrial Relations Commission during the term of this Agreement.

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

13. 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 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 4 of this Agreement.

14. INITIATIVES TO IMPROVE PRODUCTIVITY

a). **EFT:**

It is agreed that the Company is eligible to make payment of wages by Electronic Fund Transfer (EFT). All employees will nominate a bank account for this purpose. A payment of 50c per employee per weekly wage will be paid by the Company for EFT Transfer. New employees are to be aware that the Company can complete wage transactions with any other Bank except Westpac.

b). **Spread of Hours and Shiftwork:**

The spread of hours during which ordinary time is paid is extended beyond its current scope to 6.00 a.m. to 6.00 p.m. 8 Hours continuous Normal Time to be worked within the 6.00 a.m. to 6.00 p.m. period Monday to Friday. After the 8 Ordinary Hours worked, Overtime Rates will apply.

On selected projects, where there is a need for variance to the normal hours of work and/or shift work and where the parties agree, the spread of hours and shift system will be simplified and tailor made to suit the individual workplace needs with provisions drafted in lieu of the current award.

Provided that ordinary hours of work shall not be more than an average of 38 Hours per week over a four week cycle.

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c). **Supplementary Labour:**

The parties agree that when necessary to meet short term peak work requirements additional labour resources are able to be sourced from agreed bonafide Labour Hire Companies who meet as a minimum the wages and benefits of this Agreement and have an enterprise agreement with the Union Signatory to this Agreement.

d). **RDO Flexibilities:**

It is a term of this Agreement that the Company will be able to utilise increased flexibility on Rostered Days Off (RDO's) by employees having their RDO on an agreed day after the designated industry RDO. Where an employee elects he/she may bank RDO's to a maximum of five (5) RDO's in a twelve month period.

e). **Commitments:**

i). The parties acknowledge their commitment to the principle of enterprise bargaining.

ii). The parties agree that as a result of this Agreement, Kennedy-Taylor (NSW) Pty Ltd needs to achieve productivity improvements to continue to hold a competitive edge within the market place.

iii). As a consequence, it is agreed by both parties that this Agreement commits every employee of Kennedy-Taylor (NSW) Pty Ltd to exercise the necessary flexibility and productivity improvements and broadness of approach to all work undertaken by Kennedy-Taylor (NSW) Pty Ltd to remain competitive in the marketplace.

iv). Quality Assurance

It is understood that Quality Assurance is a key factor to ensure that Kennedy-Taylor (NSW) Pty Ltd become a more competitive and efficient enterprise. The parties are, therefore, committed to the introduction and maintenance of Quality Assurance programmes and procedures.

e). **Commitments (Continued)**

v). **Award Restructuring**

The parties recognise the importance of the restructuring of the Award and commit themselves to the process of Award restructuring at the workplace by agreement between the parties.

f). **Retrenchment/Redundancy**

The parties to this Agreement accept that length of service can be an important consideration in determining retrenchments. The Union accepts the principle that length of service should not necessarily be the exclusive consideration, but one of a range of factors considered, including the skills and efficiency of workers the required skills available within the existing workforce, and changes in the operational direction of the business.

15. **INDUSTRY STANDARDS**

a). **Superannuation:**

It is a term of this Agreement that the company will pay a minimum of the following contributions into the C + BUS Superannuation Scheme for each employee:

Upon signing of this Agreement, \$40.00 per week.

The Company will pay any increases to the Standard Rate as determined by the C. + BUS Superannuation Scheme Trustee.

All superannuation contributions will be paid monthly as required by the Trust Deed.

b). **Redundancy:**

It is the term of this Agreement that the Company will pay a contribution of \$40.00 per week into M.E.R.T. Industry Scheme for each employee.

The Company will pay any increases to the Standard Rate as determined by the M.E.R.T. Redundancy Scheme Trustee.

b). **Redundancy (Continued)**

No Redundancy Payment is to be received by Apprentices.

c). **Top-Up / 24 Hour Income Accident Protection Insurance:**

It is a term of the Agreement the Company will pay 24 Hour Employee insurance from the date of signing the Enterprise Agreement.. Presently the Company is paying Top-Up Insurance for the site employees.

d). **Productivity Allowance:**

A \$1.50 per hour allowance will be paid upon the signing of the Enterprise Agreement.

12 Months after signing the Enterprise Agreement, an increase of 50c per hour will apply, raising the allowance to an amount of \$2.00 per hour.

If a specific Site Agreement has an allowance above that of the agreed amount in this Agreement, the Company will pay the difference between the two allowances.

e). **Clothing:**

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

- i). a bluey, lined woollen jacket between 1 April and 30 August each year as soon as practical, and:
- ii). three sets of shirts and shorts, overalls or trousers bib and brace, or any combination of the above each year.
- iii). safety boots will be provided on commencement of employment and replaced on a fair wear and tear basis.

16. **SPECIAL SITE PROVISIONS**

This Agreement may not be over-ridden by a Project Specific Agreement. In the event that a Project Specific Site has a superior rate or allowances, the greater rate or allowance will apply.

Two handwritten signatures in black ink are located at the bottom right of the page. The first signature is a stylized 'JO' followed by a period. The second signature is a more complex, cursive scribble.

17. **PREFERENCE OF EMPLOYMENT AND UNION REPRESENTATION**

To facilitate effective representation of employees, two paid Communication Meetings of all employees will be scheduled each year during ordinary hours of work at an agreed time and venue. No work will be scheduled during these meetings and all employees will be required to attend. Where requested by the Union and where authorised by an employee, the Company will assist with deduction of Union Fees payable to the Union by an employee.

18. **APPRENTICES**

Apprentices will be entitled to the Top-Up / 24 Hour Accident Income Protection Insurance, plus the productivity allowance in Clause 15 of this Agreement.

The wage rate payable will be defined as the following percentages of Grade 5 Unlicensed Electrician.

1st Year	45 %
2nd Year	60%
3rd Year	75%
4th Year	90%

Superannuation for Apprentices:

It is a term of this Agreement that the Company will pay for apprentice's superannuation payments into the C + BUS Superannuation Scheme. The amount payable is 6% of the June 1995 Apprentice Award rates.

This is exclusive of the 1% employee superannuation contribution payable on 1 July 1997.

19. PICNIC DAY

In accordance with Picnic Day provision, the Company will require from an employee proof of Picnic Day attendance, i.e. ticket purchase before payment will be made for the day. No work shall be scheduled on the first Monday of December each year which is the Annual Building Industry Picnic Day.

20. MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY

a). **Award Matters:**

It is agreed between the parties that all work performed for Kennedy-Taylor (NSW) Pty Ltd be performed in accordance with the Award and in conjunction with, and where applicable, other Industry Agreements. It is further agreed between the parties that all past practices, agreements and precedents be replaced by this Agreement with particular reference to the following issues:-

- i). The execution of start and finish at the workplace shall be determined by agreement between the Company and the majority of employees concerned on a site by site basis and shall be negotiated in line with each site's specific circumstances. If agreement on workplace start and finish locations cannot be resolved on site the matter shall be referred to the Consultative Committee for resolution. The workplace shall mean the nearest gang box or site shed. All employees are to be dressed and ready for work at the agreed commencement time.
- ii). Due to the nature of the Electrical Contracting Industry, it is agreed between the parties that while the normal hours of work per week shall be thirty eight, the parties are able to enter into arrangements that provide for flexible working hours in response to site requirements.

Variation to hours of work on any particular site shall be discussed at a site level and agreement reached between the parties before implementation of the agreed hours. This flexibility may include a combination of hours to achieve the requirements of a particular site arrangement.

Award Matters (Continued)

iii). Staggered starting and finishing times may be introduced by agreement with the **Kennedy-Taylor (NSW) Pty Ltd** 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.

b). **Transfer of Labour:**

If a halt to productive work occurs which is not the fault or the responsibility of **Kennedy-Taylor (NSW) Pty Ltd**, the parties agree that labour can be relocated to other unaffected areas to continue productive work or other sites if work is available.

The above shall not prejudice the industrial rights of the employee.

c). **Time Keeping:**

At any site requiring ten or more employees the use of time clocks or similar devices may be applied for the purpose of keeping accurate records. Should the introduction be deemed necessary it is agreed that the Consultative Committee will thoroughly discuss and review this issue. An agreement on implementation would not be unreasonably withheld by the Consultative Committee.

d). **Wash Up Time:**

The Company shall allow a 5 minute wash up time period prior to the agreed daily completion time.

21. SKILL DEVELOPMENT

Kennedy-Taylor (NSW) Pty Ltd acknowledge 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 **Kennedy-Taylor (NSW) Pty Ltd** at the forefront of the industry.

The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of **Kennedy-Taylor (NSW) Pty Ltd** a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

SKILL DEVELOPMENT (Continued)

- a). Developing a more highly skilled and flexible workforce.
- b). Providing employees with career opportunities through appropriate training to acquire the additional skills as required by Kennedy-Taylor (NSW) Pty Ltd.
- c). The current and future skill needs of Kennedy-Taylor (NSW) Pty Ltd.
- d). The size, structure and nature of Kennedy-Taylor (NSW) Pty Ltd.
- e). The need to develop vocational skills relevant to Kennedy-Taylor (NSW) Pty Ltd and the Electrical Contracting Industry.
- f). Any costs associated with Employee Skill Development agreed by the Company will be paid by Kennedy-Taylor (NSW) Pty Ltd and upon proof of expenditure.
- g). All training shall be of approved standard.

22. 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.

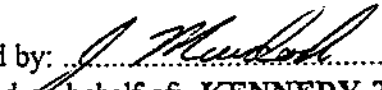
Whilst it is raining employees will be required to:-

- * Continue to work under cover or relocate to alternative work under cover, on site.
- * 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.

23. SIGNATORIES

Signed by:  Date: 5-10-95
For and on behalf of: KENNEDY-TAYLOR (NSW) PTY LTD

Signed by:  Date: 13.10.95
For and on behalf of the ELECTRICAL TRADE UNION OF AUSTRALIA NEW
SOUTH WALES BRANCH.