

# ENTERPRISE AGREEMENT

NO: E.A. 146 /1996

DATE REGISTERED: 29-6-96

PRICE: \$ 16-00

**1. TITLE**

This Agreement shall be known as the Fan Electrics (NSW) Pty Ltd Enterprise Agreement 1996.

**2. PARTIES TO THE AGREEMENT**

The parties to this Agreement are Fan Electrics (NSW) 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. OBJECTIVES**

The parties are therefore 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.

**4. TERMS OF AGREEMENT**

This Agreement shall take effect from the date of registration and shall remain in force for a period of two 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. 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 88 Violet Street, Revesby 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 6.00am and 6.00pm and may be worked on any day or all 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 5.00am during daylight saving.

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, on any or all of the days Monday to Sunday inclusive.

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, provided that any variation only applies to the span of hours and not the maximum ordinary weekly hours.

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 subclause 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, provided that any variation only applies to the span of hours and not the maximum ordinary weekly hours.

*[Handwritten signatures and initials]*  
SP. P.C. A. [unclear] B.J. [unclear] M.E.R. [unclear]  
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**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 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.
- 10.2 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 an employee's bank account.

**12. WAGES**

In recognition of the productivity measures herein, the following non-compounding increases based on the Award all purpose rates of pay as at 31st January 1996 shall be available to employees covered by this Agreement who are presently on the Award rate of pay.

- (a) Upon ratification of this Agreement, employees shall be entitled to a 4 per cent wage increase.
- (b) Nine months after ratification of this Agreement, employees shall be entitled to a 3 per cent wage increase.
- (c) Eighteen months after ratification of this Agreement, employees shall be entitled to a 3 per cent wage 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. Disability and expense related allowances will be paid in accordance with the Award and varied as the Award is varied.

**13. SUPERANNUATION**

Superannuation contributions of \$40.00 per week shall be made on behalf of employees excepting apprentices. Contributions for apprentices will be in accordance with legislative requirements.

**14. CLOTHING**

The Company will provide each employee with the following annual clothing issue after a qualifying period of 3 months continuous employment.

- ◇ 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.

15.1 New employees will be entitled to the above uniform issue after six week's continuous service with the Company.

15.2 All employees must wear the supplied uniform at all times while working. Repeated failure to wear the supplied uniform will constitute a breach of the Agreement.

**16. TOOL KIT**

16.1 The parties agree that to be productive requires having the tools required to do the job from start to finish. It is therefore agreed that all employees will at all times provide the following tools of trade.

1. Tool Box
2. Insulated cutting pliers
3. Side Cutters
4. Multi grips
5. Knife
6. Screwdriver set containing;
  - Insulated screw driver - flat
  - Insulated screw driver - phillips
7. Electricians pouch
8. Claw hammer
9. 8 inch Shifter spanner
10. Tape measure
11. Conduit cutter
12. File - 1 flat or half round
13. File - 1 round
14. Cold chisel
15. Slide square
16. HIT Anchor Gun
17. Plaster saw
18. Vice grips - 1 pair
19. Lump hammer
20. Hack saw
21. Tin snips
22. Crimp tool to 10mm
23. Pop rivet gun
24. Socket set - 24 piece
25. Chalk line
26. Ring/open end spanner set - metric

**TOOL KIT Con't**

- 27. Wood chisels - 1 off
- 28. Cable cutter
- 29. Cable stripper
- 30. Long nose pliers
- 31. Stilson
- 32. Centre punch
- 33. Multi-meter-volt/ohm/amps

16.2 The above tool kit list will be reviewed from time to time by a committee consisting of Company representatives and employee elected representatives.

**17. 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:

17.1 Procedure relating to a grievance of an individual employee:

17.1.1 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.

17.1.2 A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussions and resolutions at higher levels of authority.

17.1.3 Reasonable time limits must be allowed for discussion at each level of authority.

17.1.4 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.

17.1.5 While a procedure is being followed, normal work must continue.

17.1.6 The employee may be represented by an industrial organisation of employees.

17.2 Procedure for a dispute between an employer and the employees:

17.2.1 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.

17.2.2 Reasonable time levels must be allowed for discussion at each level of authority.

17.2.3 While a procedure is being followed, normal work must continue.

17.2.4 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.

18.1 All permanent employees engaged after the date of registration of this Agreement will be engaged on the basis of a 2 month probationary period. The Company reserves the right to terminate a probationary employee at any time during this two month period subject to a week's notice or payment in lieu thereof.

## 19. CONTRACT OF EMPLOYMENT

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

19.1.1 properly use and maintain all appropriate protective clothing and equipment provided by the Company for specified circumstances; and

19.1.2 use any technology and perform any duties which are within the limits of the employee's skill, competence and training; and

19.1.3 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

19.1.4 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

19.1.5 be committed to the objectives in Clause 3 of this Agreement.

19.2 The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.

## 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. Reasonable transportation expenses (if any) will be paid by Company.

**21. SKILL DEVELOPMENT**

Skill 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.

**22. SITE ALLOWANCES**

Site/Project allowances will only be paid where such an allowance is either:

- (i) Awarded by the Industrial Relations Commission; or
- (ii) Contractually required by the client/principal contractor to be paid at the time of tender.

In such circumstances, the increases contained in this Agreement shall be absorbed into any such site/project allowances.



23. SIGNATORIES

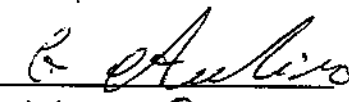
Signed for and on behalf of Fan Electrics (NSW) Pty Ltd.

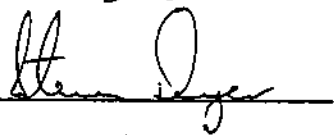
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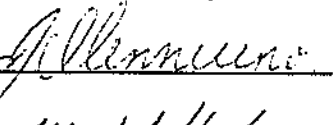
Signed by the employees party to the Agreement:

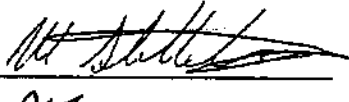
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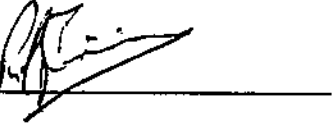
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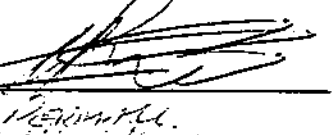
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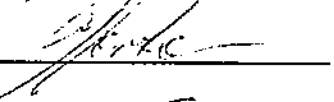
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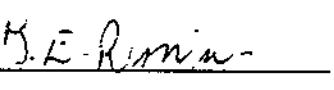
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