

ENTERPRISE AGREEMENT

NO: E.A. 154 /1996

DATE REGISTERED: 6.6.96.

PRICE: \$ 20.00



ENTERPRISE AGREEMENT

BETWEEN

R.G. LADD ELECTRICAL PTY LTD

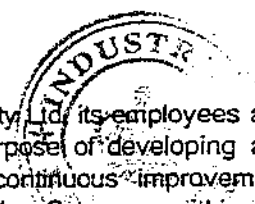
AND THE

ELECTRICAL TRADES UNION OF
AUSTRALIA, NSW BRANCH

INDEX

1	INTRODUCTION
2	TITLE
3	DEFINITIONS
4	OBJECTIVES
5	APPLICATION OF AGREEMENT
6	DATE AND PERIOD OF OPERATION
7	NO EXTRA CLAIMS
8	NOT TO BE USED AS A PRECEDENT
9	PARTIES BOUND
10	CONTRACT OF EMPLOYMENT
11	DISPUTE SETTLEMENT PROCEDURE
12	WAGE INCREASES
13	CONSULTATIVE MECHANISM
14	INITIATIVES TO IMPROVE PRODUCTIVITY
15	INDUSTRY STANDARDS
16	SPECIAL SITE PROVISIONS
17	COMMUNICATIONS MEETINGS
18	APPRENTICES
19	PICNIC DAY
20	MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY
21	SKILL DEVELOPMENT
22	WET WEATHER PROCEDURE
23	SIGNATORIES

**R.G. LADD ELECTRICAL PTY LTD
ENTERPRISE AGREEMENT**



1. INTRODUCTION

This Agreement has been jointly developed by R.G. Ladd Electrical Pty Ltd, its employees and the Electrical Trades Union of Australia, NSW 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.

2. TITLE

This Agreement shall be known as the R.G. Ladd Electrical Pty Ltd 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 R.G. Ladd Electrical Pty Ltd.
- ❖ "Employee" means an employee of the Company performing work within the scope of this Agreement.
- ❖ "Union" means the Electrical Trades Union of Australia, NSW Branch.
- ❖ "NECA" means the 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 registration and remain in force until the 2 November, 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) R.G. Ladd Electrical 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 Trades Union of Australia, NSW 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
- ii) use any technology and perform any duties which are within the limits of the employee's skill, competence and training; and
- iii) understand the termination of employment will be based on job requirements and skills and that the principles 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 supervisors/foreperson. If agreement is not reached at this level, the employee/s or representative shall then;
 - 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 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) 2 November, 1995. Upon acceptance of the Agreement, employees shall be entitled to a 6 per cent increase.
- b) 2 November, 1996. 12 months after acceptance of the Agreement, employees shall be entitled to a 4 per cent increase.

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

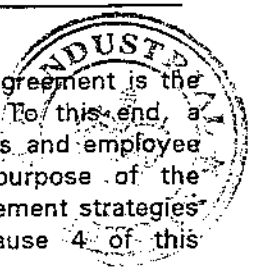
These wage increases will be in lieu of any other increases granted by the relevant Industrial Relations Commission during the term of this Agreement.

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

The 6% increase provided in subclause (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 2 November 1995 or the date of employment whichever is the later.

13. **CONSULTATIVE MECHANISM**

The parties agree that a precondition for the effective operation of the Agreement is the establishment of agreed consultative mechanisms with 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) **Spread of Hours and Shiftwork**

Normal ordinary hours worked shall be between 6.00am and 6.00pm. 8 hours Normal Time to be worked Monday to Friday within the 6.00am to 6.00pm period. After the 8 Ordinary Hours worked, Overtime Rates will apply.

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

b) **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.

c) **RDO Flexibilities**

It is a term of the 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.

d) **Commitments**

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

ii) The parties agree that as a result of this Agreement, R.G. Ladd Electrical 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 R.G. Ladd Electrical Pty Ltd to exercise the necessary flexibility and productivity improvements and broadness of approach to all work undertaken by R.G. Ladd Electrical Pty Ltd to remain competitive in the market place.

iv) **Quality Assurance**

It is understood that Quality Assurance is a key factor to ensure that R.G. Ladd Electrical 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.



v) **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.

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 contribution of \$40.00 per week into the C+BUS Superannuation Scheme for each employee, excepting apprentices.

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 MERT Industry Scheme for each employee, except 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 site employees.

d) **Productivity Allowance**

A productivity allowance of \$1.50 per hour worked will apply upon ratification of this Agreement. This allowance shall increase to \$2.00 per hour worked 12 months after ratification of this Agreement. This allowance shall be in lieu of all or any Award disability allowances.

Where the Company is contractually obliged at the time of tender to pay a site specific site/project/productivity 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 woollen bluey lined jacket between 1 April and 30 August each year as soon as practical; and
- ii) two sets of shorts, overalls or trousers bib and brace, or any combination which shall be replaced on a fair wear and tear basis;
- 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-riden by a project specific agreement. In the event of any project specific agreement being of higher standard, the higher standard may be applied.

17. COMMUNICATIONS MEETINGS

To facilitate effective representation of employees, two paid Communications 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.

18. APPRENTICES

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

The wage rates 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 contributions 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, ie 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 by R.G. Ladd Electrical 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) Work start time shall be at the workface (eg nearest gang box or site shed) dressed for work. The execution of start and finish at the workface shall be determined by agreement between R.G. Ladd Electrical Pty Ltd 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 workface start and finish locations cannot be resolved on site, the matter shall be referred to the Consultative Committee for resolution.

- 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.

Variations to the spread of 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.

- iii) Staggered starting and finishing times may be introduced by agreement with the R.G. Ladd Electrical 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 R.G. Ladd Electrical 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.
- c) **Wash Up Time**
The Company shall allow a 5 minute wash up time period prior to the agreed daily completion time.

21. SKILL DEVELOPMENT

R.G. Ladd Electrical 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 R.G. Ladd Electrical 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 R.G. Ladd Electrical Pty Ltd, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- 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 R.G. Ladd Electrical Pty Ltd.
- c) The current and future skill needs of R.G. Ladd Electrical Pty Ltd.
- d) The size, structure and nature of R.G. Ladd Electrical Pty Ltd.
- e) The need to develop vocational skills relevant to R.G. Ladd Electrical Pty Ltd and the Electrical Contracting Industry.
- f) Any costs associated with Employee Skill Development agreed by the Company and will be paid by R.G. Ladd Electrical Pty Ltd and upon proof of expenditure.

22. WET WEATHER PROCEDURE

In the event of wet weather, work in the open will continue until the particular work in hand can be no longer 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: *A. S. Ladd* Date: 28-11-95

For and on behalf of R.G. Ladd Electrical Pty Ltd.

Signed by: *[Signature]* Date: 14.12.95

For and on behalf of the Electrical Trades Union of Australia, NSW Branch.