

# ENTERPRISE AGREEMENT

NO: E.A. 159 /1996

DATE REGISTERED: 13-6-96

PRICE: \$ 14-00

**ENTERPRISE AGREEMENT**

**1996**

**POWERMASTER ELECTRICAL PTY LTD**

**1. TITLE**

This Agreement shall be known as the Powermaster Electrical Pty Ltd Enterprise Agreement 1996.

**2. PARTIES TO THE AGREEMENT**

The parties to this Agreement are Powermaster 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).

**3. INTRODUCTION AND 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.

**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.
- 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 25/272 Victoria Street, Wetherill Park 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 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 5.00am 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.

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 All overtime on a Saturday shall be paid at time and one half. All other overtime shall be paid as per the Award.

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 an employee's bank account (or other recognised financial institution).

**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 non-compounding increases based on the Award all purpose rates of pay as at 5 December, 1995 shall be available to all employees covered by this Agreement:

(a) Upon ratification of this Agreement, employee shall be entitled to 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 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.

**14. REDUNDANCY**

Redundancy shall be paid strictly in accordance with the requirements of the relevant Award. No contributions will be made to a severance or redundancy fund except where the Company is required to do so by contract condition specified at the time of tender.

**15. SITE ALLOWANCES**

Site/Project/Productivity Allowances, in addition to the wage rates payable under this Agreement, will only be paid where such an allowance is either:

- (i) awarded by the Industrial Relations Commission; or
- (ii) contractually required to be paid at the time of tender.

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

The Company will only provide Workers' Compensation Top-Up and 24 hour Accident Insurance where the Company is required to do so by contract condition specified at the time of tender.

**17. CLOTHING**

The Company will provide each employee with the following annual clothing issue:

- ◆ 2 pairs of safety boots
- ◆ 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.

**18. DISPUTE SETTLEMENT 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.

**19. PROBATIONARY EMPLOYEES**

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.

**20. CONTRACT OF EMPLOYMENT**

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

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

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

20.1.3 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

20.1.4 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

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

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

**21. TERMINATION OF EMPLOYMENT**

An employee shall give the Company two week's notice of termination or forfeit two week's wages in lieu of notice.

**22. 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.

**23. SKILL DEVELOPMENT**

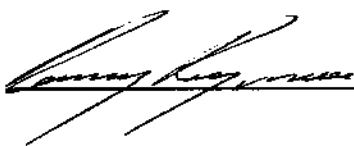
Skills development is an integral part of the aims of the parties to this Agreement. It will assist employees to develop their personal level of skills and provide them with the opportunity to generate their own career path within the industry.

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.

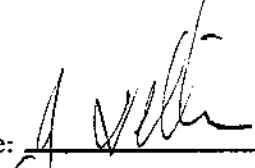
The Company will use the formalised industry competency standards as laid down by the EEITC for the purpose or accreditation of employees.

**24. SIGNATORIES**

Signed for an on behalf of Powermaster Electrical Pty Ltd.

Signature:  Date: 16/2/96

Signed by the employees party to the Agreement:

Signature:  Date: 20-2-96

Signature:  Date: 16-2-96

Signature: *[Handwritten Signature]* Date: 16-2-96

Signature: *[Handwritten Signature]* Date: 16-2-96

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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