

ENTERPRISE AGREEMENT

NO: E.A. 202 /1996

DATE REGISTERED: 12-7-96

PRICE: \$ 22-00



electrical services

Established 1988

(BEACON HILL) **pty. ltd.**

A.C.N. 002 761 935

ELECTRICAL CONTRACTORS & SWITCHBOARD MFG TO THE
AIR CONDITIONING INDUSTRY

17/222 HEADLANDS ROAD, DEE WHY NSW 2099
TELEPHONE: 939 8177, 3 LINES. FAX: 938 3080

1. PARTIES TO THE AGREEMENT

An enterprise agreement, made in pursuance of the New South Wales Industrial Relations Act 1991 in accordance with the provisions of sections 115-142 of the said Act, entered into on 21/05/1996 between Terry's Electrical Services (BEACON HILL) Pty Ltd (hereinafter referred to the Company) of 17/222 Headland Road, Dee Why on the one part, and the employees of the Company engaged pursuant to the Electrical Contracting Industry (State) Award of the other part.

2. TITLE OF AGREEMENT

This agreement shall be known as the Terry's Electrical Services (BH) Pty Ltd Enterprise Agreement.

3. DURESS

This agreement was not entered into under duress by any party to it.

4. INCIDENCE

4.1. This agreement shall regulate partially the terms and conditions previously regulated by the Electrical Contracting Industry (State) Award up to Grade 5.

4.2. In the event of any inconsistency between this Agreement and the Award, the provisions of this Agreement shall prevail.

4.3. The parties acknowledge that from time to time clients, and head contractors who engage the Company, enter into site agreements, site rates agreements and site allowance agreements with trade unions and/or their direct employees..

It is expressly agreed by the parties that the terms and conditions of this Agreement will at all times prevail over (ie, be in lieu of) the terms and conditions of such agreements.

[Handwritten signatures and initials]



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- 4.4. This Agreement shall take effect from the day upon which it is registered by the Industrial Registrar pursuant to the Industrial Relations Act 1991 and shall remain in force thereafter for a period of 2 Years.
- 4.5. 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 17/222 Headland Road, DEE WHY and also applies when the employees travel or are deployed from this office to any other place in order to perform electrical contracting work.
- 4.6. **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.

5. AIM

The aim and intent of this Agreement is to develop and support a Company having a flexible workforce and management structure committed to the continued improvement and success of the Company and thereupon develop and encourage a co-operative workplace whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Company in the marketplace and therefore offer to employees a sustainable level of employment continuity.

6. OBJECTIVES

The principal objectives of this Agreement are to:

- 6.1. provide for the necessary ongoing mechanisms for change by virtue of a participative and consultative process by the parties in order that the enterprise can become more efficient, productive and competitive.
- 6.2. encourage and develop a level of skill, innovation and excellence which stamps the enterprise as a leader in the industry.



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- 6.3. develop a high degree of participation, teamwork, trust and shared commitment to the goals and policies of the enterprise and the achievement of real and sustainable improvements in productivity.
- 6.4. implement a training and skills improvement program within the enterprise for all employees. Such training and skills improvement programs will enable employees to increase their level of individual expertise and in turn improve the excellence of the enterprise and to provide defined career paths and opportunities.
- 6.5. contribute to long term improvement in the Company's performance in regard to profit and return on shareholders' funds invested, customer service, quality, process improvement, employment conditions and competitiveness.
- 6.6. continually promote measures to eliminate lost due to industry disputation, reduce labour turnover, absenteeism and lost time injury by the design of jobs which provide a safer and more enjoyable working environment, improved job security, skill levels of job satisfaction for all employees.
- 6.7. provide for an immediate response to issues affecting productivity such as time and cost performance, job design and work organisation, quality, technology, project delivery, training and upskilling through a process of continuous improvement.
- 6.8. Ensure strict adherence to this Agreement, the Award and all Statutory provisions.

7. RATE OF PAY

- 7.1. The minimum weekly wage rate for the **FIRST 12 MONTHS** of this Agreement is:
5% above the all purpose award rate.
- 7.2. The minimum weekly wage rate for the **SECOND 12 MONTHS** of this Agreement is:
10% above the all purpose award rate.

7.3. PRODUCTIVITY ALLOWANCE

Provided the clauses of this agreement are adhered to, the Company shall pay a productivity allowance of \$1.50 per hour. This allowance shall be paid on an hours worked basis only and will attract no premium or penalty. This allowance shall be in lieu of the following allowances, special rates, and payments prescribed by the parent award:

1. Clause 16 Special Rates
2. Crib Time When and if applicable when relevant overtime is worked.
3. Clause 20:8 Meal Allowance.

The productivity allowance shall be paid without variation for the duration of the agreement.

8. HOURS OF WORK

8.1. The ordinary working hours, exclusive of meal times, shall not exceed an average of 38 per week over 52 week period.

8.2. Where ordinary hours are worked;

8.2.1. Between 6.00am and 6.00pm, Monday to Sunday inclusive, no penalty loading is payable, except for shift allowance to be paid in accordance with the relevant clause of the award.

8.2.2. Between 6.00pm and 6.00am, Monday to Sunday inclusive, ordinary hours paid in accordance with the relevant clause of the award, a loading of 15% is payable on each ordinary hour worked between these times.

Except on Saturday where loading shall be 50%.

Except on Sunday where loading shall be 100%.

8.2.3. Ordinary hours of work shall be the first 38 hours recorded on the weekly time sheet as calculated from start and stop times on site.

8.3. Each employee shall be advised at the completion of each week of their rostered ordinary hours for the following week.

8.4. A rostered day off will be by mutual agreement of the parties.

Handwritten signatures and initials:
 U.I. Saw
 J.S.
 A.J.
 G. DJ.
 R.P.
 B.B.
 S.S.
 B.H.
 H.C.
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- 8.5. Because of the necessity to ensure maximum flexibility of working hours so as to meet the requirements of operational needs, customers and the marketplace, different methods of implementation of the working week may be applied to various groups or sections of employees in the establishment.
- 8.6. The working week may be changed as required, provided that the requirements of sub-clause 8.3 are followed and provided that the relevant employee is given a minimum of 24 hours notice.

9. OVERTIME

- 9.1. All work done outside the weekly ordinary hours shall be classed as overtime
- 9.2. Overtime shall be any hour in excess of 38 recorded on the weekly time sheet
- 9.3. **All overtime shall be paid at the rate of TIME and HALF for the first 2 hours and then DOUBLE TIME for each consecutive hour worked after that.**
- 9.4. The provisions of subclause 20.2 of the Award (Rest Period after Overtime) shall not apply to employees.
- 9.5. Where an employee works overtime, the employee may by mutual agreement with the employer subsequently be released from duty in ordinary hours subject to the following conditions:
- 9.5.1. The employee may elect to be paid for the overtime worked and be released for an equivalent period of ordinary hours without pay; or
- 9.5.2. The employee may elect to forego payment for the overtime and be released for an equivalent period of ordinary hours with pay.
- 9.5.3. Where such time off is not taken, the period of overtime referable thereto shall be paid for in the next relevant pay period at the appropriate overtime rate otherwise applicable.
- 9.6. Where an employee is employed on a site which has a 6 day working week, he must be available for reasonable overtime as required by the client to maintain the job program.



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10 PAYMENT OF WAGES

- 10.1. Wages will be paid weekly through electronic funds transfer (EFT).
- 10.2. An employee in any particular week of a work cycle shall be paid wages on the basis of an average of 38 ordinary hours per week, so as to avoid fluctuating weekly wage payments.
- 10.3. The employee must provide a time sheet to the office by hand or fax before 10.00am on Tuesday of each week.
- 10.4. If not, it will result in paying of overtime the following week.

11. INSURANCE

Terry's Electrical Services will provide free of charge to all employees covered by this Agreement Top-up-insurance and accident income protection as provided by Wage Cover Australia Pty Ltd.

12. TERMINATION

An employee may be terminated at any time, if the employer deems there is insufficient work in hand.

13. COMPANY VEHICLES

- 13.1. Employees provided with a company vehicle on a temporary or permanent bases may only use the vehicle for transport to and from home and the workshop, or job site.
- 13.2. The vehicles may not be used for any other purpose or at any other time without the express permission of the employer.
- 13.3. Where the vehicle is used without permission of the Employer, at any time, it is deemed to be stolen.
- 13.4. No employee shall drive a company vehicle with an illegal level of alcohol in his blood.
- 13.5. Where the vehicle is driven at anytime for private use with or without permission of the employer, it is the employees responsibility to cover any expenses incurred by the employer resulting from this action including but not limited to insurance excess, parking fines, damage to other vehicles or property.



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14. 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:

14.1. Procedure relating to a grievance of an individual employee;

14.1.1. 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.

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

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

14.1.4. 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.

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

14.1.6. The employee may be represented but an industrial organisation of employees.

14.2. Procedure for a dispute between an employer and the employees:

14.2.1. 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.

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

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

14.2.4. 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.

14.2.5. If the matter remains unresolved it shall be referred to Industrial Relation Commission of N.S.W.



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SIGNATURE TO AGREEMENT.

TITLES	NAME	SIGNATURE
MANAGING DIRECTOR	TERRANCE WILLIAM JONES	
WITNESS		
SECRETARY	PATRICK JOHN ROHAN	
WITNESS		

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EMPLOYEES	SIGNATURE	WITNESS
Robert Bozinovski Unit 20, 35-37 Jacobs St, Bankstown 2220	<i>[Signature]</i>	<i>[Signature]</i>
Alan Brown 21 Avona Ave, Glebe 2037	<i>[Signature]</i>	<i>[Signature]</i>
Kevin Clarke 5-81 Dee Why Pde, Dee Why 2099	<i>[Signature]</i>	<i>[Signature]</i>
Malcolm Driver 91 Oyster Bay Road, Oyster Bay 2225	<i>[Signature]</i>	<i>[Signature]</i>
Adam Fiddler 6/71 Macdonald St, Lakemba. 2195	<i>[Signature]</i>	<i>[Signature]</i>
Ashley Jones 59A Aiken Road, West Pennant Hills 2125	<i>[Signature]</i>	<i>[Signature]</i>
Mark Jones 6 Manooka Place, Warriewood 2102	<i>[Signature]</i>	<i>[Signature]</i>
Fadi Karaki 10 Bellevue Close, Rossmore 2171	<i>[Signature]</i>	<i>[Signature]</i>
Antonio Mourinho 262 Canterbury Rd, Petersham: 2049	<i>[Signature]</i>	<i>[Signature]</i>
David Munsie 22 Bareena St, Strathfield. 2135	<i>[Signature]</i>	<i>[Signature]</i>
Matthew Puckeridge 2 Balmoral Rd, Mortdale Heights 2223	<i>[Signature]</i>	<i>[Signature]</i>
Scott Shipway 11/14 Mactier St, Collaroy 2097	<i>[Signature]</i>	<i>[Signature]</i>
Adam Simpson 1/41 Lodge St, Balgowlah 2093	<i>[Signature]</i>	<i>[Signature]</i>
Brent Williams 330 Edmondson Ave, Austral 2171	<i>[Signature]</i>	<i>[Signature]</i>



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Rex Brown	<i>Rex Brown</i>	<i>[Signature]</i>
28 Carvers Rd, Oyster Bay 2225		
Brett Harvey	<i>Brett Harvey</i>	<i>[Signature]</i>
23 Carrington Ave, Cromer 2099		
Darrin Jones	<i>Darrin Jones</i>	<i>[Signature]</i>
11 Towradgi St, Narraweena 2099		
Patrick Rohan	<i>Patrick Rohan</i>	<i>[Signature]</i>
18 Cavill St, Harbord 2096		

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MINIMUM CONDITIONS OF EMPLOYMENT.

ORDINARY HOURS OF EMPLOYMENT

Clause 8 of the Agreement states that the ordinary working hours shall not exceed an average of 38 hours per week.

RATE OF WAGES (ORDINARY HOURS)

Clause 7 of the Agreement contains an increase in the Minimum weekly wage rate as contained in the Award. All other relevant all purpose allowances are to be paid in accordance with the Award. Therefore the hourly ordinary time rate of pay under the Agreement is in excess of that prescribed by the Award.