

ENTERPRISE AGREEMENT

NO: E.A. 235 /1996

DATE REGISTERED: 13-8-96

PRICE: \$ ^{12.} ~~32-00~~

ENTERPRISE AGREEMENT

1996

RICHARD FOY PTY. LIMITED
ELECTRICAL CONTRACTORS

1. INTRODUCTION

Richard Foy Pty Limited recognises that people are its most valuable asset. We are all individuals with personal needs and share as a common goal the success of Richard Foy Pty Limited through continually striving for excellence.

As our clients are the basis of our business, we must provide them with a reliable service, the result of which are demonstrated by the delivery of a quality product both on time and within budget.

With these principles in mind and by constantly improving our performance we can achieve outstanding success for all participants including Clients, Employees, Management and the Company as a whole. The desire by all to achieve excellence must be reflected in all areas of our operations culminating in the Group's image being enhanced by demonstrating total reliability and ensuring the highest standards and working conditions in our operations. A strong positive image will hence be promoted within the industry and the community.

In establishing and reviewing the Company Agreement, the Company and its Employees will demonstrate an attitude of integrity, fairness and honesty in achieving the best result while respecting the rights and needs of the Employees and goals and objectives of the Company.

Security of employment, profitability and growth will be natural consequences of our desire for excellence.

2. PARTIES TO AGREEMENT

The parties to this Agreement are Richard Foy Pty Limited ACN **A.C.N. 001 624 406** (hereinafter referred to as the Company) of 11 Formosa Street, Sylvania on the one part, and the electrical employees of the Company engaged pursuant to the Electrical Contracting Industry (State) Award of the other part.

3. TITLE OF AGREEMENT

This Agreement shall be known as the Richard Foy Pty Limited Enterprise Agreement.

4. DURESS

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

5. INCIDENCE

5.1 This Agreement shall regulate partially the terms and conditions previously regulated by the Electrical Contracting Industry (State) Award (hereinafter referred to as the Award).

5.2 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 electrical contracting work. It is the express agreement and understanding of the parties that this Agreement will apply to all employees engaged pursuant to the Award and working at and/or deployed from the Company's office at 11 Formosa Street, Sylvania within the Sydney metropolitan area and also applies when the employees travel or are deployed from this office to any other place within the state of New South Wales in order to perform electrical contracting work.

- 5.4 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.

- 5.5 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.

6. 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.

7. OBJECTIVES

The principal objectives of this Agreement are to:

- ❖ 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 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.

8. HOURS OF WORK

- 8.1 The ordinary hours of work, exclusive of meal times, shall be 38 hours per week.

- 8.2 The ordinary hours of day work shall be between 6.00am and 6.00pm and may be worked on any day or all of the days, Monday to Sunday inclusive.
- 8.3 Subject to subclauses 8.4 and 9.2, the ordinary hours of work shall not exceed 8 hours per day. Provided that by mutual agreement between the Company and an employee(s), up to 12 ordinary hours may be worked per day.
- 8.4 Shift Work: In the case of shift work, as defined by the Award, the above provisions shall also apply, provided that the relevant shift loadings as prescribed by the Award are paid. An employee's weekly ordinary hours of work can consist of a mixture of both day work and shift work. An employee(s) can be required to work both day work and shift work within a 24 hour period provided that the employee(s) has/have received a minimum of 48 hours notice.
- 8.5 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 above. Provided that in any case, the weekly average hours of work shall not exceed 38 averaged over a 28 consecutive day work cycle.
- 8.6 Unless otherwise instructed, each employee is required to start and finish work on the Company nominated site, rather than at the Company's office.

9. OVERTIME

- 9.1 All work done outside the weekly ordinary hours shall be classed as overtime.
- 9.2 Overtime shall be calculated on a weekly rather than a daily basis and each employee must work their full weekly ordinary hours of work exclusive of sick leave or unpaid leave before becoming entitled to payment for any hours of work at overtime rates of pay.
- 9.3 Overtime shall be paid at the following rates:
- | | |
|------------------|---|
| Monday–Friday: | Time and a half after daily ordinary time |
| Saturday: | Time and one half for the first two hours and double time thereafter. |
| Sunday: | Double Time |
| Public Holidays: | Double Time |
- 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 Company, forego payment for the overtime and be released for an equivalent period of ordinary hours with pay ie. on an hour for hour basis.

10. ANNUAL LEAVE

- 10.1 Employees shall be eligible for 4 weeks annual leave on every anniversary of their employment.
- 10.2 The timing of annual leave will be at the discretion of the Company. —

10.3 Employees will be able to accrue a maximum of 8 weeks annual leave.

11. WAGES

Upon registration of this Agreement, the minimum hourly all purpose wage rate for employees will be 6 per cent higher than the Award all-purpose hourly wage rate as of 1 May, 1996.

Twelve months after registration of this Agreement, the minimum all purpose hourly wage rate for employees will be 10 per cent higher than the Award all-purpose hourly wage rate as of 1 May, 1996.

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

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

12. PRODUCTIVITY ALLOWANCE

Employees will also be paid a productivity allowance of \$1.00 per hour worked. This allowance will not be subject to penalty addition and will be in lieu of all special rates and multi-storey allowances under the Award. In the event that the Company is required by contract condition specified at the time of tender, to pay a project specific site/productivity/project allowance which is higher than this allowance, then the Company will pay the difference between the two allowances.

13. STANDING BY AND RECALL TO WORK

An employee recalled to work overtime after leaving his/her employer's business premises shall be paid a minimum of 4 hours' work at the appropriate rate for each time he/she is so recalled.

14. PAYMENT OF WAGES

Wages will be paid weekly through electronic funds transfer (EFT), no later than Thursday.

15. DISPUTE/SETTLEMENT PROCEDURE

The parties acknowledge the need to achieve increased flexibility and productivity.

The parties shall aim to reduce the increase 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 strictly observe the procedure under Clause 31 Dispute Settlement Procedure of the Electrical Contracting Industry (State) Award.

16. CONSULTATIVE COMMITTEE

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 the Company representative and employee elected representatives.

17. 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.

18. SUPERANNUATION

The Company will make superannuation contributions of \$40.00 per week into the NESS Scheme for all employees other than apprentices. Contributions for apprentices will be as required by the Commonwealth Superannuation Guarantee (Administration) Act 1992.

19. REDUNDANCY

The provisions of the Electrical Contracting Industry Redundancy and Technological Change (State) Award shall apply.

Contributions to a redundancy or severance scheme (eg MERT) will only be made where the Company is required to by contract condition specified at the time of tender.

20. TOP-UP/ACCIDENT INSURANCE

The Company only will provide workers' compensation top-up and 24 hour accident insurance where so required by contract conditions specified at the time of tender.

21. SIGNATORIES

Signed for and on behalf of Richard Foy Pty. Limited.

Name: 

Date: 26/6/96


Witness: Lambacher

Signed for and on behalf of employees by the Richard Foy Pty Ltd.

Name: JOHN MIKHAYLO

Date: 25-6-96

Witness: Lambacher

Name: 

Date: 25-6-96

Witness: Lambacher

Name: Philip Hull

Date: 25.6.96

Witness: Laubscher

Name: [Signature]

Date: 25.6.96

Witness: Laubscher

Name: [Signature]

Date: 25/6/96

Witness: Laubscher

Name: Amelia Watts

Date: 25/6/96

Witness: Laubscher

Name: J. Kowal

Date: 25.6.96

Witness: Laubscher

Name: LM Ad.

Date: 25/6/96

Witness: Lambcher

Name: Jim Field

Date: 25/6/96

Witness: Lambcher

Name: Jim De

Date: 25/6/96

Witness: Lambcher

Name: M. M. M. M.

Date: 26/6/96

Witness: Lambcher

Name: _____

Date: _____

Witness: _____