

ENTERPRISE AGREEMENT

NO: E.A. 298 /1996

DATE REGISTERED: 24-10-96

PRICE: \$ 12-00

ENTERPRISE AGREEMENT

1996

ELECTROMASTER PTY LTD

Electromaster Enterprise Agreement 1996

1. TITLE

This Agreement shall be known as the Electromaster Enterprise Agreement 1996.

2. PARTIES TO THE AGREEMENT

The parties to this Agreement are Electromaster Pty Ltd (hereinafter referred to as the Company) and all tradespersons and non-trade electrical workers 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 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 project.
- ◆ 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 tradespersons and non-trade electrical workers 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. 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 1/48-52 Addison Road, Marrickville and also applies when the employees travel or are deployed from this office to any other place in order to perform electrical contracting work.

M. M. R. La Cava, J. Williams

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.
- 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.

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.

11. ELECTRONIC FUNDS TRANSFER

The parties agree that all employees will be paid by electronic funds transfer.

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 increases based on the Award all purpose wage rate shall be available to employees covered by this Agreement from the first full pay period on or after:

- 13.1 A productivity allowance of \$1.00 per hour worked will be paid upon ratification of this Agreement. This allowance shall be in lieu of all or any Award special/disability allowances. Payment of this allowance shall be only made where an employee works all his/her rostered weekly ordinary hours and any rostered overtime hours.

Where a site/project/productivity allowance is required to be paid in accordance with Clause 17 and that site/project/productivity allowance is higher than the abovementioned allowance, the Company will pay the difference between the two allowances.

- 13.2 Twelve months after registration, employees shall be entitled to a further 4 per cent increase.

These wage increases will be in lieu of any other increases granted by the Industrial Relations Commission during the term of this Agreement except that should the hourly Award all purpose rates of pay exceed the rates under this Agreement, employees shall be paid at the higher hourly rate figure. Expense related allowances will be paid in accordance with the Award and varied as the Award is varied.

14. REDUNDANCY

The Company will only make contributions to a redundancy or severance fund on projects where it is contractually required at the time of tender.

15. SUPERANNUATION

Superannuation contributions of \$40.00 per week shall be fixed and shall be made on behalf of employees, excepting apprentices for the life of this Agreement. Contributions for apprentices will be in accordance with legislative requirements.

16. TOP-UP/ACCIDENT INSURANCE

The Company will provide Workers' Compensation Top-Up and 24 hour Accident Insurance under the WageCover Scheme for all employees covered by this Agreement.

17. SITE ALLOWANCES

Site/Project/Productivity Allowances 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;

18. 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:

18.1 Procedure relating to a grievance of an individual employee:

18.1.1 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.

18.1.2 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.

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

18.1.4 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.

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

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

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

18.2.1 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.

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

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

18.2.4 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.

19. PROBATIONARY EMPLOYEES

All permanent employees engaged after the date of registration of this Agreement will be engaged on the basis of a 3 month probationary period. The Company reserves the right to terminate a probationary employee at any time during this three month period subject to a week's notice or payment in lieu thereof.

20. TOOL KIT


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 have at all times 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
27. Wood Chisels
28. Cable cutter
29. Cable stripper
30. Long nose pliers

21. SIGNATORIES

Signed for an on behalf of Electromaster Pty Ltd.

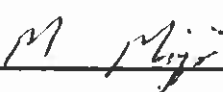
Signature: 

Date: 21/8/96

Signed by the employees party to the Agreement:

Signature: 

Date: 29/8/96

Signature: 

Date: 29/8/96

Signature: _____

Date: _____