

ENTERPRISE AGREEMENT

NO: E.A. 303 /1996

DATE REGISTERED: 28-10-96

PRICE: \$ 16 - 00

Tony Pollard Electrics Pty Ltd

ENTERPRISE AGREEMENT

1996

1. TITLE

This Agreement shall be known as the Tony Pollard Electrics Pty Ltd Enterprise Agreement 1996.

2. PARTIES TO THE AGREEMENT

The parties to this Agreement are Tony Pollard Electrics Pty Ltd (hereinafter referred to as the Company) and all weekly hire apprentices, tradespersons and non-trades electrical employees of the Company engaged pursuant to the Electrical Contracting Industry (State) Award (hereinafter referred to as the Award) as provided in Clause 5.

3. INTRODUCTION AND OBJECTIVES

The parties are committed to the following shared objectives:

To ensure customer satisfaction in the provision of services.

Be totally committed to safety using best practice techniques & Workcover Codes being the minimum standards adopted.

Increasing the competitiveness, productivity, efficiency and flexibility of the Company

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 total commitment to the Company's Quality Assurance System and associated documentation requirements.

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 apprentices, tradespersons & non-trades electrical workers who are engaged pursuant to the Award. Employees engaged on a Casual Basis shall be employed and paid in accordance with the provisions of the Electrical Contracting (State) Award as varied from time to time.

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.

A series of handwritten signatures in black ink, including initials and full names, located at the bottom of the document.

5.3 The Company is an electrical & teledata 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 contracting work undertaken and will apply to all employees working at and/or deployed from the Company's office at 18 Investigator Drive, Unanderra and also applies when the employees travel or are deployed from this office to any other place in order to perform work for the Company.

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 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.

8.4 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.

8.5 The working week may be changed as required, provided that the requirements of sub-clause 8.4 are followed.

8.6 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.

9.4 An employee may elect, with the consent of the Company and the Consultative Committee, may work any day in lieu of an RDO. Work on these days will be paid as a normal work day.

10. OVERTIME

10.1 An employee may elect, with the consent of the Company and the Consultative Committee, 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. Overtime if required, can be worked on an RDO weekend.

10.3 Where overtime work is necessary there shall be a rest period of 7 consecutive hours off duty between the work of successive days.

11. ANNUAL LEAVE

Leave Loading is not payable on annual leave payments.

12. ELECTRONIC FUNDS TRANSFER

The parties agree that all employees will be paid wages by electronic funds transfer into an employee's bank account.

13. 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.

14. WAGES

In recognition of the productivity measures herein the following non-compounding increases based on the Award all purpose rates of pay as at 1st July 1996, shall be available to employees covered by this Agreement:

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

Disability and expense related allowances will be paid in accordance with the Award and varied as the Award is varied. This does not apply to excess fares which will not be paid.

15. REDUNDANCY

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.

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. CLOTHING

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

- 1 Pair of safety boots
- 1 windcheater jacket
- 3 work shirts or T-shirts
- 2 work trousers or shorts

A point system will apply to these issues to allow flexibility to items issued. This clothing issue will be in lieu of any requirements under site or project agreements.

18. TOOL KITS

18.1 All tradespersons and apprentices are required to provide and maintain a tool kit containing the items listed in the Schedule attached to this Agreement.

18.2 Any loss of employee tools will be at the expense of the employee, unless reported to the police by the employee immediately upon these items becoming missing.

19. 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.

20. PROBATIONARY EMPLOYEES

20.1 All permanent employees engaged after the date of registration of this Agreement will be engaged on the basis of a three 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.

21. CONTRACT OF EMPLOYMENT

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

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

21.1.2 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

21.1.3 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

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

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

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. 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 by the client/principal contractor to be paid at the time of tender.

In such circumstances, the increases contained in this Agreement shall be absorbed into any such site/project allowances.

25. SIGNATORIES

Signed for an on behalf of Tony Pollard Electrics Pty Ltd.

Name: ANTHONY POLLARD

Signature: [Signature]

Date: 26-7-96

Signed by the employees of Tony Pollard Electrics Pty Ltd.

Name: BRADLEY HURST

Signature: [Signature]

Date: 26-7-96

Name: LINDSAY BENNIS

Signature: [Signature]

Date: 1-8-96

Name: JENNIFER BLAIR

Signature: [Signature]

Date: 5/3/96

Name: MICHAEL MATTHEWSON

Signature: [Signature]

Date: 1-8-96

Name: RODNEY BOECK

Signature: [Signature]

Date: 1-8-96

Name: MATTHEW CAVALIER

Signature: [Signature]

Date: 1/8/96

Name: JOHN BURKMAN

Signature: [Signature]

Date: 6/8/96

Name: PETER WILKINS

Signature: [Signature]

Date: 6-8-96

Name: [Signature]

Signature: [Signature]

Date: 1-8-96

Name: MARK HAMBURG

Signature: [Signature]

Date: 20-8-96

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

TRADESMAN & APPRENTICE MINIMUM BASIC TOOL KIT

Allen Keys*	Set of metric & imperial
Chisels:	Cold chisel 20mm Wood chisel
Cable crimpers:	Ratchet type for red, blue & yellow lugs
Cable strippers:	To Suit 1mm to 6mm cable
Combination Square:	300mm
Battery Drill	TPE will subsidise the cost (50/50) of a Drill
Drill Bits:	Set of twist drills from 1/8" to 1/2" Speed bore 20 mm & 25 mm TPE will subsidise the cost (50/50) of a set of holesaws
Files:	Rat tail 250 mm round 250 mm flat
Hacksaw:	Junior hacksaw Standard hacksaw
Hammer:	Claw hammer Bolster or 1.5kg engineer's hammer
Knife:	Electrician's knife Stanley knife
Level:	Small spirit level (magnetic)
Multigrips:	250mm insulated
Pliers:	Insulated electrician's pliers Insulated long nose pliers
Punch:	Centre punch
Rivet gun:	For rivets 1/8"-3/16"
Screwdrivers:	Blade - small & medium insulated Blade - large Phillips -.small & medium insulated Insulated
Side cutters:	6" & 10" shifting spanners
Spanners:	6" steel square
Square:	250mm
Tin snips:	5m steel
Tape measure:	TPE will subsidise the cost (50/50) of a lockable metal box
Tool bag or box:	415 volts rated or optional analogue meter
Test lamps:	Insulated
Torch:	Current edition AS3000
Wiring Rules Book:	