

ENTERPRISE AGREEMENT

NO: E.A. 5 /1997

DATE REGISTERED: 6-1-97

PRICE: \$ 14-00

THOMSON COOLROOMS

PROJECT ENTERPRISE AGREEMENT

1996 - 1

Industrial Relations Act 1991

THOMSON COOLROOMS PTY LTD

ENTERPRISE AGREEMENT

1996 -1.

1. Title

The title of this agreement is Thomson Coolrooms Pty Ltd Enterprise Agreement 1996-1.

2. Parties to the agreement

This enterprise agreement is made in accordance with the provision of sections 115-145 of the Industrial Relations act 1991. The parties of this enterprise agreement are Thomson Coolrooms Pty Ltd and a works committee representing employees in the trades/occupations identified in this agreement.

3. The enterprise

This agreement will apply at the various workplace/building sites of Thomson Coolrooms Pty Ltd located at 1/14 Powdrill Road, Lurnea NSW 2170 and from which the enterprise is conducted.

4. The Trades covered by this agreement are:-

Refrigeration Mechanics, Coolroom Constructors, Leading Hands and Apprentices.

5. Intention

This agreement shall only apply to employees in the Refrigeration, and Coolroom occupations identified, situated at Thomson Coolrooms Pty Ltd.

6. Duress

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

7. Incidence

The agreement shall regulate partially the terms and conditions of employment previously regulated by the Building Tradesman State Construction Award and the Metal and Engineering Industry (New South Wales) Interim Award, except as provided by this agreement, the conditions of employment of employees to whom this agreement applies shall be those contained in the relevant Awards. Where there is inconsistency between this Agreement and those Awards, this agreement prevails.

8. Disputes/Grievance handling procedure

This procedure is to cover both individual and collective grievances and is aimed to resolve problems that arise as close to the source as possible, with guaranteed steps for further discussions and resolution at higher levels of authority as necessary.

Step 1. The employee notifies the employer (in writing or otherwise) as to the substance of the grievance, and should request a meeting with the management and states the remedy sought.

Step 2. A discussion will be held between the employee and the first line manager

Step 3. If the matter is not resolved, the employee shall confer with the senior manager

Step 4. If the matter is not resolved it shall be referred to a mutually agreeable third party for mediation.

Step 5. If the matter is not resolved it shall be referred to the NSW Industrial Relations Commission.

9. Term

This agreement shall operate from the date of registration and shall remain in force for a period of two (2) years unless varied, or terminated early by the provision provided by the Industrial Relations Act 1991.

Conditions

10.1 The parties agreed to adopt flexible work practices which shall facilitate the use of refrigeration mechanics to assist in the construction of coolrooms and the use of coolroom constructors in the installation of refrigeration components when required.

10.2 The parties agreed to the use of flexible starting times should this be required, and the parties agree that there shall be no fixed span of hours for ordinary hours and starting times may vary according to the requirements of a particular project. All in accordance with award rates of pay.

10.3 The parties agreed that the employer shall notify the employees at least two (2) days in advance of any installation requiring the employee to stay in a location away from his normal place of residence.

10.4 The parties agreed that generally each employee shall commence work at Thomson Coolrooms premises, however it is agreed that on certain projects the employee shall be required to commence work at the specific site.

10.5 The parties agree that if required the employee shall work on his scheduled roster day off provided he is notified five (5) working days prior to the fall of such a day, and that if notification to work is less than five (5) working days the employee has the right to refuse the request.

10.6 The parties agree to the payment of a productivity allowance, specific to each individual contract, providing the employer has prior knowledge of the productivity allowance, prior to the quotation of the project. Due to the competitiveness of our industry on small installations the parties agree, the productivity allowance would be paid on Thomson Coolrooms projects which are subcontracted to a Building Company and the Thomson subcontract is in excess of \$75,000.00.

10.7 The parties agree that in addition to award entitlements, the nominated after hours refrigeration service mechanic, shall be paid \$50.00 stand by allowance.

10.8 The parties agree that the leading hand allowance will be paid to those nominated and accepted by the employer.

11. Safety

The parties agree to the following items relating to safety equipment.

11.1 First Aid Kits

First aid kits shall be assigned to individual employees, and it is their responsibility to look after it and make sure it is properly stocked at all times.

11.2 Safety Eye Wear

The employer shall provide safety glasses or goggles as preferred

11.3 Ear Protection

The employer shall provide ear muffs or ear plugs as preferred.

11.4 Breathing Apparatus

The parties agree that the employer shall provide breathing respirators in the paint shop and in each individual refrigeration service vehicle.

11.5 Sun burn Protection

The employer shall provide 15+ sun screen to each company vehicle as well as the amenities in the work shop.

11.6 Hard Hats

The employer shall issue each employee with a safety hat and a sun cap

11.7 Welding

The employer shall ensure that a welding apron is issued and a welding shield is erected at the welding bench.

11.8 First Aid Certificates

The parties have agreed that the cost of first aid certification by a relevant authority shall be shared equally between the employer and the employee.

11.9 Required Licenses

The parties agree that the safety officer shall ensure that only employees with licenses to operate power tools and fork lifts shall use this equipment, and that employees required to use this equipment and who don't have licenses shall immediately apply for the license.

11.10 Wet Weather Clothing

The parties agree that wet weather clothing shall be provided by the employee.

11.11 Tools Safety Checks

The parties agree that the safety officer shall carry out monthly checks on tools and equipment.

11.12 Vehicles

The parties agree that the safety officer shall ensure at all times that vehicles are road worthy and in good working order, and that all trailers are wired up correctly and checked before use.

11.13 Issue of Safety Equipment

The parties agree that each individual is responsible for his or her issue of safety equipment.

Signatories to the Agreement

Signed for and on behalf of **THOMSON COOLROOMS PTY LIMITED** Coolrooms Pty Ltd



Jeffrey James Thomson Company Director

Witness *B. L. Welch*

20th June 1996

And signed for and on behalf of Employees by the Works Committee

Craig Stuart Coolroom Constructor



Witness *B. L. Welch*

21st June 1996

And signed for and on behalf of Employees by the Works Committee

Arthur Tsovolos Refrigeration Mechanic



Witness *B. L. Welch*

21st June 1996