

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/290**

**TITLE: O'Donnell Griffin (Wollongong) Enterprise Agreement 2000 - 2003**

**I.R.C. NO:** 2000/3251

**DATE APPROVED/COMMENCEMENT:** 13 July 2000

**TERM:** 32 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 12

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of the company engaged pursuant to the Electrical Contracting Industry (State) Award

**PARTIES:** Electrical Trades Union of Australia, New South Wales Branch -&- O'Donnell Griffin Pty Ltd



**O'DONNELL GRIFFIN (WOLLONGONG)  
ENTERPRISE AGREEMENT, 2000 - 2003**

1. INTRODUCTION

This Agreement has been jointly developed by O'Donnell Griffin (NSW), and the Electrical Trades Union of NSW representing the employees engaged to work in the Wollongong /Southern Highlands area. The purpose of developing and implementing these workplace reform strategies is produce a continuous improvement environment aimed directly at improving the competitiveness of the Company within the marketplace, thus delivering project on time and within budget along with job satisfaction and security for employees.

2. TITLE

This Agreement shall be known as the O'Donnell Griffin (Wollongong) Enterprise Agreement, 2000 - 2003.

3. DEFINITIONS

For the purpose of this Agreement:

- \* "Agreement" means this enterprise agreement.
- \* "Company" means O'Donnell Griffin (Wollongong), a division of Tyco
- \* Wollongong / Southern Highlands is defined as the area bounded by the area With a telephone prefix commencing with 42, 44, 48 and typically referred to as the Wollongong, Nowra and Goulbourn areas.
- \* "Employee" means an employee of the Company performing work within the scope of this Agreement.
- \* "Parent Award" means the Electrical Contracting Industry (State) Award 1992
- \* Union Means the Electrical Trades Union of Australia NSW branch

4. 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 projects.

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Without Prejudice

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- \* 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 and Environmental Management 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 Parent Award and this Agreement for all employees.
- \* To substantially reduce disputation and eventually eliminate lost time due to disputation.

#### 5. PARTIES BOUND

This Agreement shall be binding upon:

- a) O'Donnell Griffin (Wollongong); and
- b) All employees whether member of the Union or not, engaged in any of the occupation, industries or callings specified in the Parent Award; and
- c) Electrical Trades Union of Australia NSW Branch

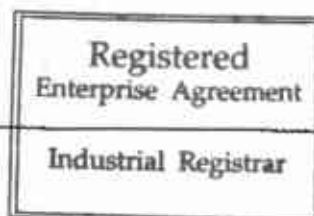
#### 6. APPLICATION OF AGREEMENT

This Agreement applies to the Company in respect of all employees who are engaged pursuant to the Parent Award.

Where there is any inconsistency between this Agreement and the Parent Award, the Agreement shall prevail to the extent of the inconsistency.

#### 7. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation from the 01 March 2000 (or subsequent date of registration) and remain in force until 1st March 2003.



Notwithstanding the preceding paragraph, this award can be terminated at or after the end of its nominal term by any one of the parties giving 3 months written notice of intention to terminate to each party. Where such notice is given, the parties hereby agree that they shall make an application to the Industrial Relations Commission of NSW for this award to be rescinded with the mutual consent of all the parties.

The parties to this Agreement shall continuously monitor the application of the Agreement via a Consultative Committee.

#### 8. NO EXTRA CLAIMS

The Employees shall not pursue any extra claims, either Award or over Award for the life of the Agreement. Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the company until the agreements nominal completion date has passed. Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement.

#### 9. NOT TO BE USED AS A PRECEDENT

The Agreement shall not be used in any manner whatsoever to obtain similar arrangements of benefits in any other State, Territory, Division, Plant or Enterprise.

#### 10. CONDITIONS OF EMPLOYMENT

- a) It is a term and condition of employment and of the obligations and rights occurring under this Agreement, that an employee:
  - i) Properly use and maintain all appropriate protective clothing and tools and equipment provided by the Company for specified circumstances: It is the responsibility of the employee to care for the issued PPE. Misuse, carelessness, and continued loss will give consideration to the company charging for further issue, or implementing disciplinary procedures. This will be beyond normal wear and tear or sacrificial destruction as PPE is intended. The company will maintain records of issues and reason for issue.
  - ii) Use any technology and perform any duties which are within the limits of the employee's skill, competence and training; and



- iii) 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 efforts, skills and abilities of the employee, which will be determining factors regarding the retrenchment of employees.
  - iv) Maintain commitment to, and comply with the Company's directions (consistent with the objectives of the Agreement) with respect to, safety, quality, environmental, site cleanliness and waste management:
  - v) Provide and maintain an adequate minimum kit of tools in accordance with attached tool list (SCHEDULE B); the company may hold over incremental pay increases without entitlement to backpay if a employee repeatedly fails to maintain the tool kit as described in schedule B
  - vi) Be committed to the objectives in Clause 4 of this Agreement.
- b) All new employees (other than casuals) will engaged on the basis of a 3 month probationary period. The Company reserves the right to terminate a probationary employee at any time during the 3 month period subject to a week's notice or payment in lieu thereof. Probation period will count towards employee total service.
  - c) The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.
  - d) By agreement with the Company and the Consultative Committee, an employee may be engaged on a part-time basis. Similarly, a full-time employee, at the employee's request, may also transfer to part-time employment. Wages and other conditions of employment of part-time employees shall be on a pro rata basis based on a 38 hour week.

## 11. DISPUTE SETTLEMENT PROCEDURE

The parties agree that one of the fundamental objectives of the Agreement is to eliminate lost time in the event of a dispute. Further that it is in the best interests of both parties to achieve prompt resolution of disputes.

The most effective procedure to achieve this, is for the responsibility for resolution to remain as close to the source as is possible, it is with this uppermost in mind that the parties agree to strictly adhere to the dispute settlement procedure as follows:

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- a) The employee/s or accredited employees representative wishing to raise any matter affecting the employee/s shall:
- i) Initially raise the matter with the employee/s immediate supervisor/foreperson. If agreement is not reached at this level, the employee/s or representatives shall then:
  - ii) Raise the matter with the Company Manager or his representative. If agreement is not reached at this level and an employee representative has been involved, the employee representative will then;
  - iii) Be provided with telephone facilities to speak to an official of the Union and request representation at a further conference to be held at a date and time mutually acceptable.
- b) Should negotiations as prescribed in (a) above fail, the matter (where appropriate) shall be referred to the National Electrical Contractors Association and the State Secretary of the Union within five working days, at which level a conference of the parties shall be convened without delay.
- c) In the absence of agreement, either party may refer the matter to the New South Wales Industrial Relations Commission for resolution.
- d) Whilst the above procedure is being effected, work shall continue normally.
- e) All recommendation, orders and/or directions of the Industrial Relations Commission of New South Wales shall be strictly observed by all parties. Subject to Industrial Relations rights of the parties.

## 12. CONSULTATIVE MECHANISM

The parties agree that a precondition for the effective operation of the Agreement is the establishment of consultative mechanisms with the Company. To this end, a Consultative Committee, comprising of Company appointed representatives and employee elected representatives shall be established and maintained. The purpose of the Consultative Committee shall be to consult, develop, recommend and assist to implement strategies and measures designed to achieve the objectives outlined under Clause 4 of this Agreement.



### 13. HOURS OF WORK

The parties agree that the current working arrangements for hours of work provisions (including, but not limited to, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered during the life of this Agreement following consultation and agreement between the Company and the majority of affected site personnel so as to provide greater flexibility and to meet project and/or shift work or operational requirements. The criteria that will be used in assessing the desirability of proposed changes to hours of work will include the impact on efficiency, operational and project requirements, productivity, and quality of life.

The parameters for ordinary hours for the purpose of this Agreement shall be an average of 38 hours per week, 8 hours per day except by mutual agreement and shall be between 6.00am and 6.00pm on any or all of the days Monday to Friday. The ordinary hours of work shall be worked continuously except for meal breaks. Different methods of implementation of the hours of work may be applied to various groups or sections of employees by agreement.

Staggered starting and finishing times may be introduced by agreement with employees at the site to help overcome any problems or potential delays. As a consequence, breaks taken during the course of the day shall also be staggered.

An employee's weekly ordinary hours of work can consist of both day work and shift work, provided that the appropriate shift allowance is paid for any shift work.

#### Shift Work

The above flexible hours of work provisions will also apply to shift work as defined by the Parent Award.

#### Rostered Days off (RDO's)

The parties agree to increase flexibility with regard to the taking of RDO's. RDO's may be rescheduled or staggered over the work cycle rather than on industry RDO's days. By agreement between the Company and an employee, RDO's may be banked to a maximum of 5. Records of each employee's RDO status will be kept by the Company and made available to the employee upon request.

#### Starting

Employees shall be at the nearest gang box or site sheds dressed, equipped and ready to commence work at the work start time. Wash up time shall occur after finish time.

Time Off In Lieu

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 i.e.; on hour for hour basis.

## 14. WAGES

Wage rates for employees engaged on work from O'Donnell Griffin (Wollongong) shall be as prescribed in Schedule A.

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. Provided award all purpose rate is less than this rate.

Expense related allowances, with the exception of the fare allowance, and travelling time will be paid in accordance with the Parent Award and varied as the Parent Award is varied.

## 15. SUPERANNUATION

The Company will pay superannuation contributions into the C + BUS Superannuation Scheme for each employee. The contribution rate shall be as required by the Superannuation Guarantee Legislation, provided that the weekly minimum contribution will be \$50 per week worked for all employees, except apprentices and trainees, who are paid as per S.G.C.

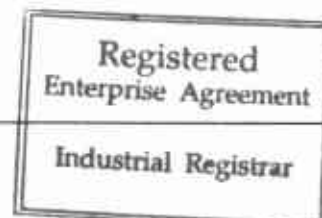
All superannuation contributions will be paid monthly as required by the Trust Deed.

## 16. REDUNDANCY

Redundancy will be progressively incremented as follows and paid into the MERT fund.

01/07/200	-	\$20.00 per worked week
01/07/2001	-	\$30.00 per worked week
01/07/2002	-	\$50.00 per worked week

Payment will be paid in accordance to the provisions of the Electrical Contracting Industry Redundancy and Technological Change (State) Award. Redundancy shall be defined as where the Company has made a definite decision that it no longer wishes the job an employee has been doing done by anyone and that decision leads to the termination of employment of the said employee. This definition shall replace that in the before mentioned award.





## 17. CLOTHING

Employees after probationary period has expired and employment continues with the Company, employees will be supplied with:

- a) Two sets of both shorts and shirts, or overalls or trousers and shirts, issued on the anniversary of their commencement with the company;
- b) Safety boots and personal protective equipment will be provided on commencement of employment and replaced on a fair wear and tear basis.

## 18. TRANSFER OF LABOUR

If a halt to productive work occurs which is not the fault or their responsibility of the Company, the parties agree that employees can be relocated to other unaffected areas to continue productive work or to other sites if work is available. O'Donnell Griffin has established Enterprise agreements in other areas and these rates may be applicable on transfer.

## 19. SKILL DEVELOPMENT

The Company acknowledges the changing pace of technology in the Electrical Contracting industry and the need for employees to understand those changes and have the necessary skill requirements to keep the Company at the forefront of the industry.

The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- a) Developing a more highly skilled and flexible workforce.
- b) Providing employees with career opportunities through appropriate training to acquire additional skills as required by the Company.

Taking into account:

- \* The current and future skill needs of the Company.
- \* The size, structure and nature of the Company.
- \* The need to develop vocational skills relevant to the Company and the Electrical Contracting Industry.

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20. WET WEATHER PROCEDURE

In the event of wet weather, work in the open will continue until the particular work in hand can no longer be done safely and efficiently.

Whilst it is raining, employees will be required to:

- \* Continue to work under cover or relocate to alternative work under cover, on site.
- \* Obtain materials and services for employees working under cover where there is only minimal exposure to inclement weather.
- \* When required, perform emergency and safety work. In addition, work on unexpected breakdowns, which can be corrected in limited time duration.

Should a portion of the project be affected by wet weather, all other employees not so affected shall continue working in accordance with award conditions, regardless that some employees may be entitled to cease work due to wet weather.

If a halt to productive work occurs due to inclement weather, the parties agree that employees may be relocated to other unaffected sites.

Where the above steps are not possible, affected employees may be required to attend tool box meetings, work planning sessions or skills development activities, all of which will count as productive time for payment purposes.

21. PAYMENT OF WAGES

Wages will be paid weekly by Electronic Funds Transfer (EFT).

Each employee is responsible for the accurate and timely completion and provision of time sheets and production records.

22. FARES AND TRAVELLING ALLOWANCES

Employees will be paid a daily excess fares allowance of \$8.00 where they have an entitlement to this allowance under the Parent Award and it will be increased over the life of this agreement as follows.

01/07/200	-	\$8.40 per day worked
01/07/2001	-	\$8.80 per day worked
01/07/2002	-	\$9.20 per day worked



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Where an employee has an entitlement to the average excess travelling time payment, under the parent award, this will be paid at the rate of \$12.00 per day for Tradesman and will be increased over the life of this agreement as follows. This allowance will be paid Pro-rata for apprentices and trades assistants.

01/07/2000 - \$12.60 per day worked

01/07/2001 - \$13.20 per day worked

01/07/2002 - \$13.80 per day worked

Both allowances are fixed for the life of the agreement.

23. PICNIC DAY

In accordance with the picnic day provision, the Company will require from an employee evidence of his/her attendance at the picnic, i.e. ETU ticket purchase, before payment will be made for the day. A ticket purchased in relation to an alternate union picnic day is not sufficient for the purpose of this agreement.

24. STANDING BY

Employees employed as servicemen, who are required to stand by in readiness for a call out and to make the call put when required, will be paid a call out allowance of \$90.00 per week that they are required to stand by. This will be in lieu of sub-clause 20.5 of the Parent Award. Call out will then be paid as minimum 2 hours except where contract nominates as different or by employer / employee mutual consent.

25. DISTANT/AWAY WORK

Where an employee requests to be transferred to a distant site, they shall not be entitled to living away allowances or travel expenses.

Where an employee is specifically requested to transfer to a distant site, they shall be entitled to living away allowances.

26. QUALITY ASSURANCE

The parties endorse the underlying principles of the Company's quality management system, which seeks to ensure that its services are provided in a manner which best conforms to the requirements of the contract with its customer. This required the Company to establish and maintain, implement, and continuously improve its procedures and processes, and the employees to follow the procedures, document their compliance and participate in the improvement process. In particular, this will require employees to regularly and reliably fill out documentation and checklists to signify that work has been carried out in accordance with the customer's specific requirements. Where necessary, training will be provided in these activities.

27. CLASSIFICATIONS

There will be no Grade 6 reclassification claims for the duration of this agreement except where such claims are in strict accordance with the parent award criteria

28. SUPPLEMENTARY LABOUR

The parties agree that when necessary to meet short-term peak work requirements additional labour resources are able to be sourced from labour hire companies and that they will be supply labour in accordance with the prescribed rates contained within this agreement.

29. SIGNATORIES

Signed by: [Signature] Date: 08.06.2000

For and on behalf of O'Donnell Griffin.

Signed by: [Signature] Date: 6.7.00

For and on behalf of Electrical Trades Union of Australia New South Wales Branch.



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SCHEDULE A

O'DONNELL GRIFFIN  
WOLLONGONG

PAY SCALES 2000 - 2003

Classification	Current	1/03/00	1/07/00	1/01/01	1/07/01	1/01/02	1/07/02
	0%	2%	3%	2.5%	2.5%	2.5%	2.5%
Grade 1	\$ 13.77	\$ 14.05	\$ 14.47	\$ 14.83	\$ 15.20	\$ 15.58	\$ 15.97
Grade 2	\$ 14.48	\$ 14.77	\$ 15.21	\$ 15.59	\$ 15.98	\$ 16.38	\$ 16.79
Grade 3	\$ 15.17	\$ 15.47	\$ 15.94	\$ 16.34	\$ 16.74	\$ 17.16	\$ 17.59
Grade 4	\$ 15.87	\$ 16.19	\$ 16.67	\$ 17.09	\$ 17.52	\$ 17.96	\$ 18.40
Grade 5 Unlicensed	\$ 16.89	\$ 17.23	\$ 17.74	\$ 18.19	\$ 18.64	\$ 19.11	\$ 19.59
Grade 5 Cert of Regn	\$ 17.31	\$ 17.66	\$ 18.19	\$ 18.64	\$ 19.11	\$ 19.58	\$ 20.07
Grade 5 Qual Super	\$ 17.65	\$ 18.00	\$ 18.54	\$ 19.01	\$ 19.48	\$ 19.97	\$ 20.47
App 1	\$ 7.20	\$ 7.34	\$ 7.56	\$ 7.75	\$ 7.95	\$ 8.15	\$ 8.35
App 2	\$ 9.52	\$ 9.71	\$ 10.00	\$ 10.25	\$ 10.51	\$ 10.77	\$ 11.04
App 3	\$ 13.22	\$ 13.48	\$ 13.89	\$ 14.24	\$ 14.59	\$ 14.96	\$ 15.33
App 4	\$ 15.09	\$ 15.39	\$ 15.85	\$ 16.25	\$ 16.66	\$ 17.07	\$ 17.50

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## SCHEDULE B TOOL KIT REQUIREMENT

Insulated pliers	Selection Ring Spanners
Insulated Side Cutters	Claw Hammer
Insulated Screwdriver flat	Lump Hammer
Insulated Screwdriver Phillips	Cold Chisels
12" Shifter	Holesaw to 50mm
10" Shifter	Holesaw arbor to suit above
8" Shifter	HSS Twist drills incl 3mm-13mm (1/2")
Set Metric Allen Keys	Multi grips
Set Imperial Allen Keys	Stilsons
Selection flat blade screwdrivers	Vice Grips
Selection Phillips Screwdrivers	Flat file
Hacksaw	Round File
Sharp Knife	Secure Tool box / case
Cable Stripper	Soldering Iron
Junior Hacksaw	Wood Chisel
Key hole Saw	Centre Punch
Multi Meter	8Metre Tape Measure
Cordless Drill 9v	Jack Saw
Current Edition AS 3000	Set Square
Selection Open end spanners	Plumb Bob



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