

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/226

TITLE: Electrogroup Training Ltd Enterprise Agreement 2000

I.R.C. NO: 00/3624

DATE APPROVED/COMMENCEMENT: 10 August 2000

TERM: 25 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged pursuant to the Electrical, Electronic and Communications Contracting Industry (State) Award and who are hired to Host Employers within New South Wales

PARTIES: Electrical Trades Union of Australia, New South Wales Branch -&- Electrogroup Ltd



ELECTROGROUP TRAINING LTD ENTERPRISE AGREEMENT 2000

1. INTRODUCTION

This Agreement has been jointly developed by Electrogrouop Training, its employees and the Electrical Trades Union of Australia, New South Wales Branch, with the purpose of enabling the Company to train Apprentices and Trainees for the Electrotechnology Industry.

2. TITLE

This Agreement shall be known as the Electrogrouop Training Company Enterprise Agreement 2000.

3. DEFINITIONS

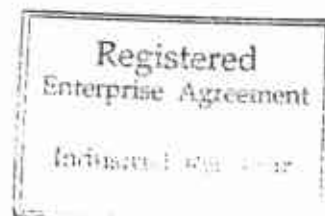
For the Purpose of this Agreement:

- "Agreement" means this Enterprise Agreement.
- "Company" means "Electrogrouop Training Company Ltd ABN99066293472
- "Construction Work" has the same definition as contained in the Parent Award.
- "Employee " means Apprentices and Trainees Employed by the Company who are hired to Host Employers.
- "Parent Award " means the Electrical, Electronic And Communications Contracting Industry (State) Award.
- "Union " means the Electrical Trades Union of Australia, New South Wales 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.
- 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 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 eliminate lost time due to disputation

5. PARTIES BOUND

This Agreement shall be binding upon:

- a) Electrogroup Training Company Limited and
- b) All employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award, and
- c) Electrical Trades Union of Australia, New South Wales Branch

6. APPLICATION OF AGREEMENT

This Agreement applies to the Company in respect to all apprentices and trainees who are engaged pursuant to the Parent Award and who are hired to Host Employers within New South Wales.

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 date of certification and remain in force until 30 September 2002.

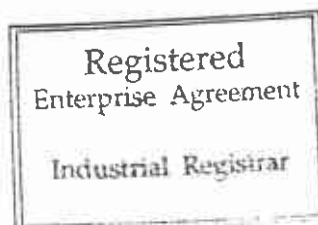
The parties to this Agreement shall continuously monitor the application of the Agreement.

8. NO EXTRA CLAIMS

The Employees and the Union 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 Agreement's nominal expiry 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

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



10. CONDITIONS OF EMPLOYMENT

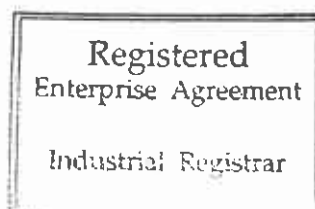
- a) It is a term and condition of employment and of the obligations and rights occurring under this Agreement, that an employee:
- i. properly use and maintain all appropriate protective clothing and tools and equipment supplied by the Company for specified circumstances; and
 - ii. use any technology and perform any duties which are within the limits of the employee's skill, competence and training; and
 - iii. 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
 - iv. provide and maintain an adequate kit of tools in accordance with Appendix "A" and
 - v. be committed to the objectives in Clause 4 of this Agreement
- b) All new employees will be engaged on a basis of a three (3) month probationary period for apprentices and trainees, which will count as service. The company reserves the right to terminate a probationary employee at any time during this period subject to a week's notice or payment in lieu of notice.
- c) All apprentices and trainees on completion of the indenture will cease employment with the Company. No redundancy payments will be paid.
- d) The company's right to rotate apprentices and trainees between Host Employers for training is acknowledged.

11. DISPUTE SETTLEMENT PROCEDURE

The parties agree that one of the fundamental objectives of this 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:

- 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 Operations 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 CEO of Electrogrouop Training 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 Australian Industrial Relations Commission for resolution by conciliation and/or arbitration.
 - d) Whilst the above procedure is being affected, work shall continue normally.
 - e) All recommendations, orders and/or directions of the Australian Industrial Relations Commission shall be strictly observed by all parties subject to the industrial rights of the parties.

12. CONSULTATIVE MECHANISM

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.

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 Company appointed representatives and employee elected representatives shall be established and maintained. Officers of the Union shall have a standing invitation to attend any such meeting.

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, quality and quality of life.

The parameters for ordinary hours for the purpose of this Agreement shall be an average of 38 hours per week 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 in accordance with sub-clause 22.6 of the Parent Award.

Shift Work

The above flexible hours of work provisions will also apply to shift work as defined by the Parent Award. It is an expressed term of this agreement that neither the company nor any host employer shall not work an apprentice in a manner that interferes with the apprentice's off the job training obligations.

Rostered Days Off (RDO's)

The parties agree to increased 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 days.

By agreement between the Company and an employee, RDO's may be banked to a maximum of five (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 shed dressed and equipped and ready to commence work at the work start time.

14. WAGES

Wages rates for employees shall be as contained in the Parent Award for apprentices working on Construction work and the Electroskills Industry Training Award 1995 for trainees.

When apprentices and trainees are placed with Host Employers who are parties to an Enterprise Agreement or Enterprise Award the terms and conditions of that instrument will be paid and may include but not be limited to the hourly rate, productivity allowance etc.

15. NO DISADVANTAGE

No employee shall suffer a reduction in pay as a result of the making of this Agreement. The components used to determine if any financial disadvantage has occurred are wage rates, productivity allowance and excess fares and travel time only. Site allowance, superannuation, redundancy contributions will not form part of an employee's income. Further, this assessment will be based on an ordinary 38-hour working week and no overtime shall be taken into account.

16. SUPERANNUATION

The Company will pay superannuation contributions into the NESS Superannuation Scheme for each employee. It is hereby agreed that this superannuation funds will be the sole fund utilised under this Agreement. The contribution rate shall be as required by the Superannuation Guarantee Legislation.

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

17. CLOTHING

Employees after 152 hours employment with the Company will be supplied with:

- a) Two sets of trousers and long sleeve shirts shall be replaced on a fair wear and tear basis;
- b) Safety boots will be provided on commencement of employment and replaced on a fair wear and tear basis.
- c) A jumper, or in the case of employees engaged upon construction work, a bluey jacket, which shall be replaced on a fair wear and tear basis.
- d) Clothing issued must be worn at all times when the employee is undertaking "on the job" or "off the job" training

18. TRANSFER OF LABOUR

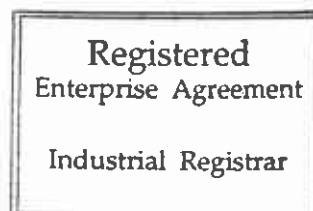
If a halt to productive work occurs which is not the fault or the responsibility of the Company, the parties agree that employees can be relocated to other unaffected areas to continue productive work or to other sites if work is available. Provided that employees will continue to be paid in accordance with this Agreement during such a temporary transfer.

Upon such a transfer the employee shall be entitled to reimbursement for reasonable expenses incurred while and in relation to transferring to a new work site. Such expenses shall be calculated using clause 4.3.3 Motor Vehicle Allowances of the parent award if travelling by car and actual costs if travelling by public transport.

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 the 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.

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.

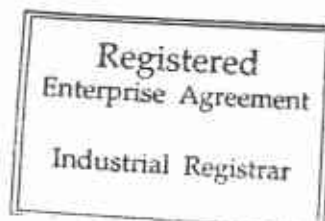
If a halt to productive work occurs due to inclement weather, the parties agree that employees may be relocated to other unaffected sites.

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). The employer shall comply with all provisions in relation to the keeping of time and wage records and production of pay slips in accordance with the *Industrial Relations Act 1996*.

Each employee is responsible for the accurate and timely completion and provision of time sheets and production records to the employer by 12 Noon each Monday.



22. ETU PICNIC DAY

In accordance with picnic day provision the Company shall require from an employee proof of picnic day attendance, ie ETU ticket purchase before payment will be made for the day. A ticket purchased in relation to an alternative union picnic day is not sufficient for the purposes of payment.

Where possible no work shall be scheduled on the first Monday of December each year which is the Annual Building Industry Picnic Day.

23. DISTANT/AWAY WORK

Where an employee volunteers 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.

All arrangements regarding distant sites shall be formalised in writing and witnessed by another employee. The selection of employees for away work shall be solely at the discretion of the Company.

24. UNION DUES

The Company agrees to make payroll deductions at the request of the employee for union dues during the life of the Agreement.

25. 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 requires the Company to establish and maintain, implement, train 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.

26. RENEWAL OF AGREEMENT

Discussions will take place no later than 8 weeks prior to the expiry of this Agreement to renegotiate a future agreement.



27. SIGNATORIES

Common Seal

Signed for and on behalf of THE ELECTROGROUP TRAINING LTD

Signature



Date

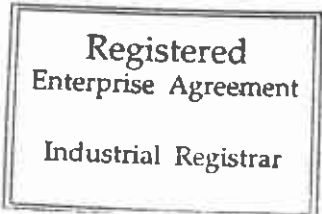
14-7-00

Signed for and on behalf of the Electrical Trades Union Of Australia, New South Wales Branch

Signature

Date

25-7-00



APPENDIX A

TOOL KIT

1ST YEAR

1st year Electrical Apprentices and Electro Trades Trainee's will be supplied with the following tools at no cost to the employee.

The employee is required to maintain the tools for the duration of the indenture. If the employee does not complete their 1st year of employment the tools will be returned to Electro Group Training.

1ST YEAR TOOL KIT

- Stanley Tool Box 22" with built in organiser & tray
- Abus Padlock 65sr, 30mm Brass
- Repelec 8 Pouch Tool Holster
- Rooster Belt 2"w x adj. Nylon web
- Stanley Tape Measure 8m/26' x 25mm
- Prager Torpedo Plastic Level with magnet
- Sandvik Hacksaw Frame with 300mm blade
- Stanley Wallboard Saw 150mm cushion grip
- Testrite Adjustable Wrench 150mm
- Testrite Flat 2nd Cut File 205mm
- Testrite retractable Trimming Knife
- Stanley Philips Head Screwdriver 3mm x 45mm
- Crescent Screwdriver 1½" x ¼" stubby
- CK 6 piece Screwdriver set
- Testrite Claw hammer Fibreglass 565gm
- Testrite Club hammer wooden 1.3kg
- Testrite Cold chisel 16mm x 180mm
- Repelec conduit cutter plastic S25
- Channellock plier wiring 216mm 1000v insulated
- Crescent Plier Side Cutting 200mm 1000v
- Crescent Plier Long Nose 180mm 1000v
- Repelec Volt finder FC/DC & Cont/Tester

APPENDIX A

TOOL KIT

2ND YEAR

2nd year electrical apprentices will purchase and maintain the following tools within one week of completing their 1st year of employment.

2ND YEAR TOOL KIT

- 250mm multi grips
- 300mm shifting spanner
- Set o twist drills up to 10mm
- Hand crimper to 6mm
- Cable stripper to 4mm
- Allen keys metric
- Imperial Allen keys ~~metric~~
- String line
- Chalk line
- Tin snips
- Junior hacksaw
- Wood Chisel
- Combination square
- Pop riveter
- Set of sockets metric
- Imperial set of sockets to 17mm
- Set of open ended spanners to 17mm
- Test lamps
- Torch