

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/51

TITLE: Thomas & Coffey (Wollongong Electrical Construction) Enterprise Agreement 2000

I.R.C. NO: 2001/5840

DATE APPROVED/COMMENCEMENT: 12 September 2001

TERM: 1 January 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 5 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF EMPLOYEES: This Agreement applies to all employees at 17-19 Lady Penrhyn Drive, Unanderra 2526 employed in classifications or occupations covered by the Electrical, Electronic and Communications Contracting Industry (State) Award and/or are eligible for membership of the ETU, whether members of the union or not.

PARTIES: Thomas & Coffey Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch



THOMAS & COFFEY (WOLLONGONG DIVISION)

ENTERPRISE AGREEMENT 2000

1.0 TITLE

This agreement shall be known as the **Thomas & Coffey (Wollongong Electrical Construction) Enterprise Agreement 2000**.

2.0 ARRANGEMENT

The agreement is arranged as follows:

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ELECTRICAL EBA

3.0 COVERAGE OF AGREEMENT

3.1 In this agreement:

- Employer** means Thomas & Coffey (Wollongong Division).
- Employees** means employees of Thomas & Coffey (Wollongong Construction Division) performing work within the scope of this agreement.
- Unions** mean Electrical Trade Union of Australia NSW Branch (ETU)

3.2 This agreement applies to all of the employer's employees who are:

- 3.2.1 Employed at the employer's establishment at 17-19 Lady Penrhyn Drive, Unanderra 2526; and
- 3.2.2 Employed in classifications or occupations covered by the awards in clause 6 and/or are eligible for membership of the ETU, whether members of the union or not.

4.0 PARTIES BOUND

This agreement binds:

- 4.1 The employer; and
- 4.2 The employees; and
- 4.3 The Electrical Trades Union of Australia, New South Wales Branch



5.0 DATE AND PERIOD OF OPERATION

This agreement shall operate from the date signed and/or of its certification by the New South Wales Industrial Relations Commission and shall remain in force until January 2003. *Both parties agree this is the correct date*

6.0 RELATIONSHIP TO PARENT AWARD

6.1 This agreement shall be read wholly in conjunction with the Electrical, Electronic and Communications, Contracting Industry State Award.

Where there is any inconsistency between this agreement and the Award this agreement shall take precedence to the extent of any inconsistency.

6.2 An employee commencing his or her employment with the employer after the date on which this agreement comes into operation shall be

employed in accordance with the terms of this agreement.

7.0 OBJECTIVES OF AGREEMENT

The objectives of the Agreement are to:

- (i) Contribute to the creation of a secure future for the Company and its employees by:
 - (a) Increasing the efficiency and performance of the Company by the effective utilisation of the skill and commitment of employees, thereby maximising productivity and the quality of work, maximising the flexibility of the workforce and reducing lost time;
 - (b) Enhancing a Company culture which fosters all employees endeavouring to meet project requirements and ensures Client satisfaction.
- (ii) Improve the job security/continuity of employment of employees by virtue of sub-clause (a) of this clause.
- (iii) Improve the living standards and job satisfaction of employees.
- (iv) Maintain a safe working environment.
- (v) Build upon the good communication within the Company to enhance the teamwork trust and shared commitment to the well being of the Company and its competitiveness within the industry.

8.0 WAGES AND CONDITIONS OF EMPLOYMENT

- 8.1 Employees who are bound by this agreement shall be paid as prescribed in Appendix A. These wage rates and conditions are effective from the date specified in Appendix A.
- 8.2 The wage increase specified in this clause shall be payable in addition to the current agreed enterprise rates of pay and shall be paid for all purposes of the award.
- 8.3 BHP allowance to be paid in accordance with clause 15.2.1.1 of the parent award. This clause relates to BHP Flat Products, BHP Sheet and Coil and CRM for industrial site work only. It does not relate to work completed in commercial plants such as offices, cafeterias, conference rooms, laboratories etc.
- 8.4 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, tools and equipment supplied by the Company for specified circumstances; and
- ii. use technology and perform duties which are within the limits of the employee's skill, competence and training as per clause 9.1 of the award; 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 the determining factors regarding retrenchment of employees; and
- iv. 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
- v. provide and maintain an adequate kit of tools in accordance with Appendix B requirements; and
- vi. be committed to the objectives in Clause 7 of this Agreement

8.5 All new employees (other than casuals) will be engaged on the basis of a 3-month probationary period, which shall count as service. The Company reserves the right to terminate a probationary employee at any time during this 3-month period subject to a week's notice or payment in lieu thereof.

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

9.0 HOURS OF WORK

9.1 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 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 of 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 be staggered.

An employee's weekly ordinary hours of work, with agreement from both parties, 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 21.6 of the Parent Award.

9.2 Shift Work

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

9.3 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.

9.4 Starting

Employees shall be at the nearest gang box or site shed dressed, equipped and ready to commence work at the work start time.

9.5 Rest Period after Overtime

Employees agree to reduce the 10-hour break between the completion of overtime following their ordinary work on one day and the commencement of ordinary work on the next day to a period of no less than 8 hours. The provision of this clause will only occur for work that is related to heavy industry and shall not exceed three occurrences in any one pay period.

10.0 REDUNDANCY

Redundancy will be paid strictly according to the provisions of the Electrical Electronic and Communications Contracting Industry State Award at Clause 11. 'Redundancy and Technological Change' with the exception that this Agreement shall apply notwithstanding that employment is terminated by the Company due to disciplinary action justifying instant dismissal.



11.0 EXISTING AGREEMENTS

All existing EBA's whether certified or not are to be honoured.

12.0 TRAINING

12.1 Where an employee undertakes training at the request of the employer it shall be conducted as far as practicable in the employees usual working time and the employee shall not lose pay for attendance or extra travel associated with such training.

Where it is necessary for the employee to attend training outside of the employees usual working time the employee shall be paid for such attendance at single time or time off in lieu and/or extra travel time as if the employee had worked.

Where an employee undertakes training, which is not a company specific request, any time spent in completing this training shall be unpaid.

12.2 Fees, materials or any other reasonable costs associated with the training referred to in 12.1 shall be reimbursed by the employer.

12.3 The provisions of 12.1 and 12.2 shall apply equally to apprentices, trainees or other like classes of person engaged by the employer except where agreement to allow otherwise is reached with the relevant employees.

12.4 All apprentices and trainees shall continue to receive paid training. Such training shall meet the requirements of the Award and the industry training advisory board, resulting in a consistent national qualification.

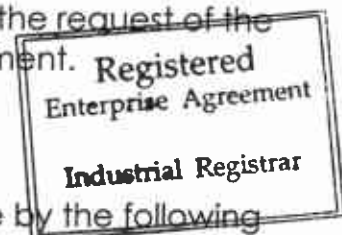
13.0 UNION DUES

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

14.0 AVOIDANCE OF INDUSTRIAL DISPUTES

The parties to this agreement shall observe and abide by the following dispute procedure:

- i. As soon as is practicable after the dispute or claim has arisen, the employee concerned will take the matter up with his or her immediate



supervisor giving the opportunity for the dispute to be settled.

- ii. Where any such attempts to a settlement has failed or where the dispute or claim is of such a nature that a direct discussion between the employee and his or her immediate supervisor would be inappropriate, the employee shall make contact with the Manager affording him the opportunity to remedy the clause of the dispute or claim.
- iii. If the matter is not settled then the employee shall notify their authorised Employee representative who will take the matter up with the Manager for Thomas & Coffey or representative.
- iv. If the matter is not settled it shall be submitted to the New South Wales Industrial Relations Commission.
- v. Without prejudice to either party, work should continue in accordance with the award while the matter is in dispute and being dealt with in accordance with the above procedures. There must be a minimum of 5 days cooling off period before any industrial action takes place.

15.0 NO EXTRA CLAIMS

The employer, employees and the unions agree that they will not, for the duration of this agreement, pursue any extra claims for changes in relation to the matters including any industrial action, dealt with by this agreement except where consistent with this agreement.

16.0 DRUGS AND ALCOHOL

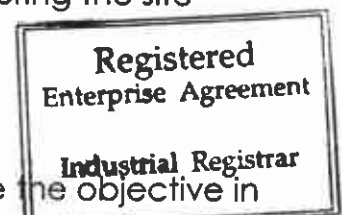
16.1 Employees agree that alcohol or illegal drugs will not be:

- i. Consumed prior to the commencement of work
- ii. Consumed during work time
- iii. Carried on to a work site

Employees will also obey customers rules and regulations whilst working on their facilities as explained to them during the site induction.

17.0 ANTI DISCRIMINATION

- 17.1 It is the intention of the parties to seek to achieve the objective in section 3 (f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, material status, disability, homosexuality, transgender identity and age.



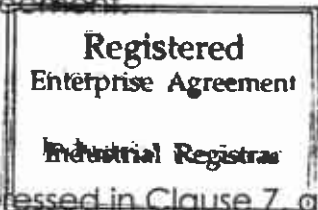
- 17.2 It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all necessary steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effect.
- 17.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employment has made or may make or has been involved in a complaint or unlawful discrimination or harassment.
- 17.4 Nothing in this clause is to be taken to affect:-
 - i) any conduct or act which is specifically exempted from anti-discrimination legislation.
 - ii) offering or providing junior rates of pay to persons under 21 years of age.
 - iii) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977.
 - iv) A party to this agreement from pursuing matters of unlawful discrimination in any State of Federal jurisdiction.
- 17.5 This clause does not create legal rights or obligations in addition to those upon the parties by the legislation referred to in this clause.

18.0 RENEGOTIATION

- 18.1 The employer and the unions agree to commence negotiations for an agreement to replace this agreement no later than 2 months prior to the expiry of this agreement.
- 18.2 Subject to this agreement, the employer and the employees agree that they shall bargain collectively in relation to any matter, whether arising from this agreement or not, and in relation to the renewal, extension, variation or renegotiation of this agreement.

19.0 COMMITMENTS

In order that the objectives of this Agreement, as expressed in Clause 7, are achieved the parties are committed to ensure that:



- i. All provisions of this Agreement shall be read and interpreted in a manner consistent with the objectives in Clause 7;
- ii. The measures contained in this Agreement shall be read and interpreted in a manner consistent with the objectives in Clause 7;
- iii. The means of achieving the objectives of this Agreement, are implemented in such a way that they lead to real achievements in meeting the objectives expressed in Clause 7.

20.0 MEANS OF ACHIEVING OBJECTIVES

Objectives as outlined in Clause 7 of this agreement will be achieved through productivity improvements agreed to which are contained within this Agreement and Appendix B to this agreement.

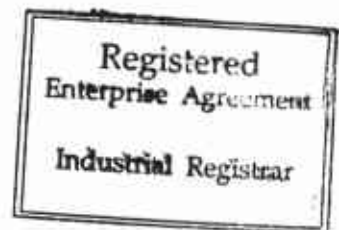
21.0 SIGNATORIES

Signed by Philip G. Bodie Date 23 - 8 - 01

For and behalf of Thomas & Coffey.

Signed by B. RL Date 30.8.01

For and behalf of the Electrical Trades Union of Australia (NSW Branch)



APPENDIX A

EBA RATES - ELECTRICAL

Classification	1 st May 2000		1 st July 2000		1 st Jan 2001		1 st July 2001		1 st Jan 2002		1 st July 2002	
	Increase	Inc. BHP Allow *	Increase	Inc. BHP Allow *	Increase	Inc. BHP Allow *	Increase	Inc. BHP Allow *	Increase	Inc. BHP Allow *	Increase	Inc. BHP Allow *
Grade 1	14.47	15.47	14.47	15.47	14.83	15.83	15.20	16.20	15.58	16.58	15.97	16.97
Grade 2	15.21	16.21	15.21	16.21	15.59	16.59	15.98	16.98	16.38	17.38	15.79	16.79
Grade 3	15.94	16.94	15.94	16.94	16.34	17.34	16.74	17.74	17.16	18.16	17.59	18.59
Grade 4	16.67	17.67	16.67	17.67	17.09	18.09	17.52	18.52	17.96	18.96	18.40	19.40
Grade 5 Unlicensed	17.75	18.75	17.75	18.75	18.19	19.19	18.64	19.64	19.11	20.11	19.59	20.59
Grade 5 Qual S/V	18.54	19.54	18.54	19.54	19.01	20.01	19.48	20.48	19.97	20.97	20.47	21.47
T&C Existing Rate	19.11	19.54	19.11	19.54	19.58	20.01	20.07	20.48	20.57	20.97	21.09	21.47
Grade 6 Qual S/V	19.30	20.30	19.30	20.30	19.78	20.78	20.28	21.28	20.78	21.78	21.30	22.30
Grade 7 Qual S/V	20.76	21.76	20.76	21.76	21.28	22.28	21.81	22.81	22.36	23.36	22.92	23.92
Grade 8 Qual S/V	22.23	23.23	22.23	23.23	22.79	23.79	23.36	24.36	23.94	24.94	24.54	25.54
Grade 9 Qual S/V	22.98	23.98	22.98	23.98	23.55	24.55	24.14	25.14	24.74	25.74	25.36	26.36
Grade 10 Qual S/V	25.18	26.18	25.18	26.18	25.81	26.81	26.46	27.46	27.12	28.12	27.80	28.80
Mert Per Week						\$20		\$30				\$50
Fares Allow		\$8		\$9				\$10				\$11
Travel Allow		\$12		\$12				\$12				\$12
Apprentices												
Indent 1 st Year	7.56	8.56	7.56	8.56	7.75	8.75	7.95	8.95	8.15	9.15	8.35	9.35
Indent 2 nd Year	10.00	11.00	10.00	11.00	10.25	11.25	10.51	11.51	10.77	11.77	11.04	12.04
Indent 3 rd Year	13.89	14.89	13.89	14.89	14.24	15.24	14.59	15.59	14.96	15.96	15.33	16.33
Indent 4 th Year	15.85	16.85	15.85	16.85	16.25	17.25	16.66	17.66	17.07	18.07	17.50	18.50
Trainee 1 st Year	8.53	9.53	8.53	9.53	8.74	9.74	8.96	9.96	9.18	10.18	9.42	10.42
Trainee 2 nd Year	11.21	12.21	11.21	12.21	11.51	12.51	11.80	12.80	12.09	13.09	12.39	13.39
Trainee 3 rd Year	15.19	16.19	15.19	16.19	15.57	16.57	15.96	16.96	16.36	17.36	16.77	17.77
Trainee 4 th Year	16.60	17.60	16.60	17.60	17.01	18.01	17.44	18.44	17.88	18.88	18.32	19.32

NOTES: All employees commencing employment after May 1, 2000 will start at the base rate. No other industry allowances will be paid with exception of the multi-storey allowance.

* As defined in Award and EBA



APPENDIX B

ELECTRICIANS BASIC TOOL KIT

1. Toolbag/box
2. 200mm Linesman pliers
3. 180mm Diagonal cutter pliers
4. 150mm Long nose pliers
5. 250mm Multigrips
6. 4 off Slot screwdrivers, various sizes
7. 4 off Phillips-head screwdrivers, various sizes
8. Retractable blade trimming knife
9. Straight snips tin
10. 5m Tape
11. Hacksaw and Junior hacksaw
12. 350g Ball pien hammer
13. 250mm Adjustable wrench
14. 150mm Adjustable wrench
15. 200mm Cold chisel
16. Torch
17. Ratchet crimper
18. Holesaw set*
19. Drill set*
20. Digital multimeter
21. Wire stripping device
22. Centre punch
23. Allen keys, metric and imperial

Registered
Enterprise Agreement
Industrial Registrar

* Thomas & Coffey to replace items on a wear and tear basis only

Thomas & Coffey willing to assist with purchases through payroll deductions