

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/116

TITLE: Command Industrial Pty Ltd Labour Hire Enterprise Agreement 2005-2006

I.R.C. NO: IRC5/1626

DATE APPROVED/COMMENCEMENT: 11 April 2005 / 24 February 2005

TERM: 13

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 13 May 2005

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Command Industrial Pty Ltd, located at 3, 20 Charles Street, Parramatta NSW, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

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

COMMAND INDUSTRIAL PTY. LTD. LABOUR HIRE ENTERPRISE AGREEMENT 2005-2006

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1. Introduction

This Agreement has been jointly developed by Command Industrial Pty Ltd its employees and the Electrical Trades Union of Australia, New South Wales Branch, with the purpose of developing and implementing workplace reform strategies so as to produce an environment aimed directly at improving the competitiveness of the Company within the marketplace, thus delivering projects on time and within budget along with job satisfaction and security for employees.

2. Title

This Agreement shall be known as the Command Industrial PTY. LTD. Labour Hire Enterprise Agreement 2005-2006.

3. Definitions

For the Purpose of this Agreement:

"Agreement" means Command Industrial PTY. LTD. Labour Hire Enterprise Agreement 2005-2006.

"Company" means Command Industrial PTY. LTD. A.B.N.

"County of Cumberland" as per the defined boundaries within the industry.

"Employee" means an employee of the Company performing work within the scope of this Agreement.

"Parent Award" means the Electrical Electronic and Communication Contracting Industry (State) Award.

"Union " means the Electrical Trades Union of Australia, New South Wales Branch

4. Objectives

The dominant purpose of this agreement is to ensure that the rates, allowances and conditions that apply to employees are the same as, or superior to, those that apply to the employees working at the relevant site at the time of engagement.

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.

Employees are aware that the parties to this agreement acknowledge that to ensure the competitiveness, productivity and efficiency of the workforce a mechanism must exist to regular monitor employee's performance. This assessment may take place regardless of the company's workload. Outcomes of the assessment are to be made available to the employee and employees have the right to appeal the assessment at the time of the assessment. This system is to be transparent.

5. Parties Bound

This Agreement shall be binding upon:

- i) Command Industrial PTY. LTD., and
- ii) All employees employed in the state of NSW, whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award, and Electrical Trades Union of Australia, New South Wales Branch.

6. Application of Agreement

If the Company has secured work outside of the County of Cumberland, a permanent employee whom normally works within the County of Cumberland:

- i) Will be paid at the rates outlined in this agreement if specifically requested by the Company to work on that site.
- ii) May be offered work at that location at the rates that apply for that area and if applicable, taking into account clause 27, Distant Work.
- iii) May determine that redundancy would be more appropriate.

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

Should, prior to the expiration of this agreement, the ETU negotiate a pattern agreement in the Sydney Construction area with terms and conditions more favourable than this agreement, the parties agree to vary any or all clauses of this agreement to accommodate the new pattern agreement provisions.

7. Date of Operation

This Agreement shall come into operation from the 24 February 2005 and remain in force until 30 March 2006.

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

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 in relation to the above, 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

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) 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 the retrenchment of employees. However, where efforts, skills and abilities are equal then seniority shall take precedence; 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 Parent Award requirements; and
- vi) be committed to the objectives in Clause 4 of this Agreement

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.

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

11. Anti Discrimination

- i) It is the intention of the parties to seek to achieve the object 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 or responsibilities as a carer.
- ii) 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.
- iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint or unlawful discrimination or harassment.

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 or Federal jurisdiction

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

12. 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:

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.
- iv) 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.
- v) In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of the New South Wales for resolution by conciliation and/or arbitration.
- vi) Whilst the above procedure is being affected, work shall continue normally.
- vii) All recommendations, orders and/or directions of the Industrial Relations Commission of New South Wales shall be strictly observed by all parties subject to the industrial rights of the parties.

13. 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 should be established and maintained. Officers of the Union shall have a standing invitation to attend any such meeting. 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.

14. 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 the 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 change in 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 (36 hours) per week (as set out in Clause 15 Rostered Days Off) 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.

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 in accordance with clause 22.6 of the Parent Award.

15. Rostered Days Off

The parties agree that the taking of the RDO's may be altered in order to improve productivity by exercising a more flexible arrangement in respect of the spreading of employees taking an RDO being distributed during the 20 day work cycle. This will enable the project to work productively on those days scheduled as industry RDO's.

RDO's may be banked at a maximum of 5 days in any 12-month period. These RDO's may be taken as a group of consecutive days or any other combination as may be suitable.

Where more than 1 accrued RDO is to be taken on consecutive working days, application for such time shall be sought giving a reasonable period of notice.

RDO's will not be paid out by the Company.

16. Wages

The dominant purpose of this provision is to ensure that the rates that apply to all Labour Hire employees are the same rates as those that apply to the employees working at the relevant site at the time. The rates and conditions that apply on the worksite shall then apply to the relevant Labour Hire employee for the duration of the period spent at that project.

Minimum wage rates for employees shall be as prescribed in Schedule A. These wage rates are effective from the dates specified in Schedule A.

These wage increases shall be in lieu of any other increases granted by the Industrial Relations Commission of New South Wales during the term of this Agreement except that should the Parent Award's all purpose hourly wages rates exceed the rates under this Award, employees shall be paid at the higher hourly rate.

Casual loadings are to be paid in addition to all rates where appropriate.

Expense related allowances will be paid in accordance with the Parent Award and varied as the Parent Award is varied.

17. 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 and top-up/24 hour employee insurance contributions will not form part of an employee's income. Further, this assessment will be based on an ordinary 36-hour working week and no overtime shall be taken into account.

18. Superannuation

The Company will pay superannuation contributions into either the NESS Superannuation Scheme, EISS or the C+BUS Superannuation Fund for each employee. It is hereby agreed that either of these 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.

19. Employee Redundancy Benefits

Redundancy will be paid strictly according to the provisions of the Electrical Electronic and Communications Contracting Industry with the exception that this Agreement shall apply notwithstanding that employment is terminated by the Company due to the ordinary and customary turnover of labour.

The parties to this agreement commit to discussions with the Union to set industry guidelines in place to avoid disputation and confusion with selection criteria's in the future.

From commencement of this agreement the Company agrees to make redundancy contributions in respect of each Employee (excluding Apprentices and Trainees) who is engaged upon construction work. These redundancy contributions will be paid into the Mechanical Electrical Redundancy Trust ('MERT'). The weekly contribution rate for each employee (excluding Apprentices and Trainees) engaged upon construction work shall be:

From 1 July 2003 at the rate of \$65.00 per week.

From 1 July 2004 at the rate of \$70.00 per week.

From 1 July 2005 at the rate of \$75.00 per week.

Employees (excluding Apprentices and Trainees) engaged upon construction work will be entitled to a Redundancy benefit for each week of service with the Company being the greatest of the following amounts:

- a) the amount to be contributed to MERT in accordance with this agreement; or
- b) the amount contributed by the Employer to MERT; or
- c) the amount prescribed by the relevant Industrial Award; or
- d) the amount prescribed or awarded by the relevant Industrial Relations Commission.

The amount of contributions paid to the MERT under paragraph (b) shall be set off against any entitlement under paragraph (a), (c) or (d).

20. Top Up

It is a term of the Agreement the Company will pay Top-up/24 Hour Employee Insurance (to a maximum of \$12.00, unless otherwise agreed) under the Electric Top Up fund (or other agreed fund) from the date of agreement. Within one month of agreement, the company will provide documentary evidence to the Union that the company has taken out a policy with the relevant scheme.

21. Clothing

Any specialised clothing required on a specific project will be supplied to all employees hired on that project.

Permanent employees after 152 hours employment with the Company will be supplied with:

- i) Two sets of shorts, overalls or trousers and shirts, or any combination of clothing as agreed between the employees and the Company which shall be replaced on a fair wear and tear basis;
- ii) 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.
- iii) Where ever possible 'Australian Made' protective clothing will be issued.

Safety boots will be provided on commencement of employment and replaced on a fair wear and tear basis.

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 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.

23. Skills 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:

- i) Developing a more highly skilled and flexible workforce.
- ii) 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.

Where, by agreement between the employee and employer, an employee undertakes training providing skills, which are not a company specific requirement, any time spent in the completion of this training shall be unpaid.

24. Recognition and Respect of ETU Delegates

The Company shall respect any duly appointed ETU delegates in their workplace and allow them when ever necessary, to take reasonable steps to deal with industrial issues in the workplace, in an attempt to prevent the dispute from escalating. This may include from time to time, calling a lunchtime meeting of members or interviewing the employer or their representative on matters affecting employees whom he represents. The company agrees to allow each duly authorised delegate up to 7 days of delegates training per year.

25. Wet Weather

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.

26. 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.

27. ETU Picnic Day

In accordance with picnic day provision the Company shall require from an employee proof of picnic day attendance, i.e. 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.

28. 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.

29. Group Training Companies

The company when hiring apprentices or trainees from a Group Training Company shall advise the Group Training Company in writing before hiring that:

They need to have an Enterprise Agreement with the union

The apprentices and trainees hired to the company shall be paid at least the rates and conditions of this agreement

The Group Training Company shall be notified if a site/project allowance is payable.

30. Union Dues

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

31. Tools

The parties agree that a necessary precondition for a productive and efficient workforce is to ensure that employees maintain and are where possible provided with an adequate tool kit of tools.

In circumstances where the employees are required to supply their own tools and have them stolen, by no fault of their own, shall be compensated to a maximum of \$1,000.00.

32. Australian Communications Authority (ACA) License/Registration Allowance

Where an employee covered by this agreement is required under the ACA Cabling Provider Rules to hold and use a current license/registration in the course of their employment, the employer commits to accepting all

payments in relation to the training and or liability for the qualification used during the course of their employment with the company.

It is noted that in the fire protection, security and computer cabling industries there is a requirement under the cabling provider rules for all employees who work on services that connect (or are intended to connect) to the telecommunication network to be licensed/registered.

33. Safety and Compliance

The Company commits to make all management and employees aware of all the changes to the Occupational Health and Safety Act and Regulations. This should be done via training courses and or union seminars. The conducting of the training and or seminars shall be at times convenient to the company.

34. Temporary Wiring

Upon Work cover approval, the Union will introduce a course on Electrical Installations, Construction and Demolition sites and will have it run by the Electro Group Training Company. This course will offer to Companies who have a registered Enterprise Agreement with the Union, the opportunity to become accredited Temporary Wiring Contractor License holders.

All employees who have done the course shall receive a Wiring Allowance of \$20.00 per week for each week they work or part of the week on the installing/maintenance of a temporary wiring system.

35. 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.

36. 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 Award criteria.

37. Renewal of Agreement

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

38. Bargaining Agents Fee

The company shall advise all existing employees that a "Bargaining Agents Fee" of \$377.00 (or at the rate of the current annual Tradesmen's ticket for that year) payable to the Electrical Trades Union of Australia, New South Wales Branch (ETU) on or prior to 16 December. This bargaining fee is to be paid annually, and in advance of 16 December.

The company shall also advise all new employees prior to commencing work for the company that a Bargaining Agent Fee of \$377.00 (or at the rate of the current annual Tradesmen's ticket for that year) per annum is payable to the ETU on or prior to the 16 December each year. The company will provide to all new employees an authority to deduct the Bargaining Agents Fee from their wages before commencement of employment.

The relevant employee, to which this clause shall applies shall pay the Bargaining Agents Fee to the ETU on a pro-rata basis for any time which the employee is employed by the company. By arrangement with the ETU this can be done in two instalments throughout the year. If an employee can demonstrate to the ETU that are

no longer employed by the company, then they are entitled to apply to have such fees reimbursed on a pro-rata basis.

39. Signatories

Signed for and on behalf of Command Industrial Pty Ltd

Signature _____ Date _____

Witness _____ Date _____

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

Signature _____ Date _____

Witness _____ Date _____

SCHEDULE A

Minimum rates applying from the first full pay period on or after 1 Oct 2004

Classification	All-Purpose hourly rate \$	Daily Average Excess Fares Allowance \$	Excess Travel \$
Grade 1	17.87	10.20	11.10
Grade 2	18.81	10.20	11.80
Grade 3	19.72	10.20	12.50
Grade 4	20.65	10.20	13.20
Grade 5 unlicensed	22.01	10.20	13.80
Grade 5 cert of regn	22.53	10.20	13.80
Grade 5 qual super	23.00	10.20	13.80
Grade 5 unlic l/hand	23.36	10.20	13.80
Grade 5 lic l/hand	24.36	10.20	13.80

Minimum rates applying from the first full pay period on or after 1 April 2005

Classification	All-Purpose hourly rate \$	Daily Average Excess Fares Allowance \$	Excess Travel \$
Grade 1	18.22	10.20	11.10
Grade 2	19.18	10.20	11.80
Grade 3	20.12	10.20	12.50
Grade 4	21.07	10.20	13.20
Grade 5 unlicensed	22.45	10.20	13.80
Grade 5 cert of regn	22.98	10.20	13.80
Grade 5 qual super	23.46	10.20	13.80
Grade 5 unlic l/hand	23.83	10.20	13.80
Grade 5 lic l/hand	24.85	10.20	13.80

Minimum rates applying from the first full pay period on or after 1 Oct 2005

Classification	All-Purpose hourly rate \$	Daily Average Excess Fares Allowance \$	Excess Travel \$
Grade 1	18.58	10.20	11.10
Grade 2	19.56	10.20	11.80
Grade 3	20.52	10.20	12.50
Grade 4	21.49	10.20	13.20
Grade 5 unlicensed	22.90	10.20	13.80
Grade 5 cert of regn	23.44	10.20	13.80
Grade 5 qual super	23.93	10.20	13.80
Grade 5 unlic l/hand	24.31	10.20	13.80
Grade 5 lic l/hand	25.35	10.20	13.80