

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/202

**TITLE: Thomas and Coffey (Wollongong Electrical Construction)
Enterprise Agreement 2005**

I.R.C. NO: IRC5/2551

DATE APPROVED/COMMENCEMENT: 26 May 2005 / 3 May 2005

TERM: 9

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/51.

GAZETTAL REFERENCE: 19 August 2005

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by Thomas & Coffey (Wollongong) located 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 ELECTRICAL CONSTRUCTION) ENTERPRISE AGREEMENT 2005

1.0 Title

This agreement shall be known as the Thomas & Coffey (Wollongong Electrical Construction) Enterprise Agreement 2005.

2.0 Arrangement

The agreement is arranged as follows:

Clause No.	Subject Matter
17.	Anti Discrimination
2.	Arrangement
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19.	Commitment
3.	Coverage of Agreement
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8.	Wages and Conditions of Employment

Appendix A (Wages)
Appendix B (Tool List)

3.0 Coverage of Agreement

3.1 In this agreement:

Employer - means Thomas & Coffey (Wollongong Division).

Employees - means employees of Thomas & Coffey (Wollongong 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 3rd of May 2005 and shall remain in force until January 2006.

6.0 Relationship to Parent Award

- 6.1 This agreement shall be read wholly in conjunction with the Electrical Electronics 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 utilization of the skill and commitment of employees, thereby maximizing 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 subclause (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 the rates and allowances as prescribed in Appendix A. These wage rates and conditions are effective from the date specified in Appendix A. The company has also agreed to contribute to a maximum of 1.3% of their base wage towards income protection insurance with any further costs above 1.3% borne by the employee. This will commence in October 2003.
- 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. The current rates are all encompassing and no other industry allowances will be paid.
- 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.

9.6 Call Outs and Overtime

All employees will provide a commitment to assist the company fulfil its contractual arrangements with its customers and unless reasonable cause exists will respond to call outs and overtime. Employees who do not respond to overtime/call outs will be subject to discussions with the company which may result in disciplinary action being taken.

10.0 Redundancy

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 Company agrees to make redundancy contributions in respect of each Employee covered by this agreement into MERT or ACIRT. The weekly contribution rate shall be as per Appendix A.

Employees will be entitled to a Redundancy benefit for each week of service with the Company being the greatest of the following amounts:

- i. the amount to be contributed to MERT or ACIRT in accordance with this agreement; or
- ii. the amount contributed by the Employer to MERT or ACIRT; or
- iii. the amount prescribed by the relevant Industrial Award; or
- iv. the amount prescribed or awarded by the relevant Industrial Relations Commission.

The amount of contributions paid to the Fund or Scheme under paragraph (ii) shall be set off against any entitlement under paragraph (i), (iii) or (iv).

The Contribution shall be paid monthly into MERT or ACIRT, in accordance with the requirements of MERT or ACIRT.

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 employee's 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 employee's 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 in-appropriate, 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 Industrial Relations Commission of New South Wales for resolution.
- 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 Safety

- 16.1 It is considered a condition of employment with Thomas & Coffey that all employees comply with our Safety Policy. The use of Job Safety Analysis and Work Method Statements are mandatory and must be complied with at all times including compiling the necessary paperwork;
- 16.2 Employees accept the responsibility of ensuring that safety equipment issued to them is maintained and kept in working order including but not limited to wet weather gear, locks, high visibility vests, safety harnesses etc. This includes producing the old item before a new one is issue;
- 16.3 All Employees commit to completing at least 1 documented safety audit per week.
- 16.4 All employees will adhere to the Thomas & Coffey Drug and Alcohol Policy as well as the regulations of our customers as explained to them during the customers induction process. All employees agree and understand that alcohol or illegal drugs will not be consumed prior to the commencement of work or consumed during work time or carried on to a work site.

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 _____ Date _____

For and behalf of Thomas & Coffey.

Signed by _____ Date _____

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

Signed by _____ Date _____

For and behalf of the employees of Thomas & Coffey.

APPENDIX A

EBA RATES - ELECTRICAL

Classification	01-Jan-03	01-Jul-03	01-Jan-04	01-Jul-04	01-Jan-05	01-Jul-05
Grade 1	\$16.29	\$16.62	\$16.95	\$17.29	\$17.63	\$17.99
Grade 2	\$17.12	\$17.46	\$17.81	\$18.17	\$18.53	\$18.90
Grade 3	\$17.94	\$18.30	\$18.66	\$19.04	\$19.42	\$19.81
Grade 4	\$18.76	\$19.14	\$19.52	\$19.91	\$20.31	\$20.71
Grade 5 Unlicensed	\$19.98	\$20.38	\$20.79	\$21.20	\$21.63	\$22.06
Grade 5 Qual S/V	\$20.88	\$21.30	\$21.72	\$22.16	\$22.60	\$23.05
Grade 6 Qual S/V	\$21.72	\$22.15	\$22.60	\$23.05	\$23.51	\$23.98
Grade 7 Qual S/V	\$23.38	\$23.85	\$24.32	\$24.81	\$25.31	\$25.81
Grade 8 Qual S/V	\$25.03	\$25.53	\$26.04	\$26.56	\$27.09	\$27.64
Grade 9 Qual S/V	\$26.89	\$27.43	\$27.98	\$28.54	\$29.11	\$29.69
Grade 10 Qual S/V	\$28.36	\$28.93	\$29.51	\$30.10	\$30.70	\$31.31
Mert per week	\$50.00	\$55.00	\$55.00	\$60.00	\$60.00	\$65.00
Fares per day	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Travel per day	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
BHP Allow per hour	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00

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 (category 3 or better)
21. Wire stripping device
22. Centre punch
23. Allen keys, metric and imperial

* Thomas & Coffey to replace items on a wear and tear basis only
Thomas & Coffey willing to assist with purchases through payroll deductions