

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/42

TITLE: Kevin R Sheather Services Pty Ltd Enterprise Agreement 2000

I.R.C. N: 2000/2840

DATE APPROVED/COMMENCEMENT: 18 July 2000

TERM: 26 months

**NEW AGREEMENT OR
VARIATION:** New

ASSESSMENT REFERENCE: 16 March 2001

DATE TERMINATED:

NUMBER OF PARTIES: 11

COVERAGE/DESCRIPTION:

EMPLOYEES: Applies to all employees engaged pursuant to the Electrical Contracting Industry (State) Award and who are engaged in construction work within the County of Cumberland

PARTIES: Kevin R Sheather Electrical Services Pty Ltd -&- Electrical Trades Union of Australia, New South Wales Branch





Our Ref.: Sun560

KEVIN R. SHEATHER SERVICES PTY LIMITED ENTERPRISE AGREEMENT 2000

1. INTRODUCTION

This Agreement has been jointly developed by Kevin R. Sheather Services Pty Limited, 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 a continuous improvement 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.

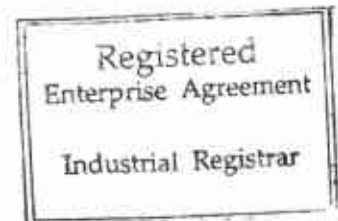
2. TITLE

This Agreement shall be known as the Kevin R. Sheather Services Enterprise Agreement 2000.

3. DEFINITIONS

For the Purpose of this Agreement:

- "Agreement" means this Enterprise Agreement.
- "Company" means Kevin R. Sheather Services Pty Limited. (ACN: 074 174 495)
- "Construction Work" has the same definition as contained in the Parent Award.
- "County of Cumberland" is illustrated on the attached map.
- "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, 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:

- Kevin R. Sheather Services Pty Limited, and
- All employees 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

This Agreement applies to the Company in respect to all employees who are engaged pursuant to the Parent Award and who are engaged upon construction work within the County of Cumberland.

If the Company has secured work outside of the County of Cumberland, an employee who normally works within the County of Cumberland:

- Will be paid at the rates outlined in this Agreement if specifically requested by the Company to work on that site.
- 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.
- 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.

7. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation from the date of certification and remain in force until 30th September 2002.

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 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. 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.
- b) 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.
- c) ~~The Company's right to employ persons on a specified task and/or specified period basis is acknowledge.~~

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 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 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 recommendation, 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 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. 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.

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.

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 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.

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

15. PRODUCTIVITY ALLOWANCE

A productivity allowance per hour worked will be paid to employees engaged upon construction work from the date of agreement. This allowance will not be subject to penalty addition and shall be in lieu of all or any Parent Award disability allowances, with the exception of the multi-storey allowance.

Apprentices appointed prior to the date of agreement shall have their entitlement to productivity allowance fixed at that, which was applicable immediately prior to the date of agreement, for the remainder of their apprenticeship. This amount shall not be less than \$0.50 per hour.

Apprentices appointed after the date of the agreement shall be entitled to a productivity allowance of \$0.50 per hour, with this rate remaining fixed for the duration of his/her apprenticeship.

It is the intention of all the parties to this agreement that productivity allowances for apprentices of above \$0.50 per hour shall be eliminated by the year 2002, and that during the interim period, the parties will work towards achieving a recommended employment ratio of apprentices engaged on construction work of not less than that one in five trades people.

Site/Project Allowances will be paid in addition to the productivity allowance where such an addition is either:

- a) Where such an allowances is awarded by the Industrial Relations Commission; or
- b) Where such an allowance is required by a site condition specified at the time of tender. It is incumbent upon the Company to enquire of the Head Contractor/Client at the time of tender whether a site/project allowance is required to be paid and in particular whether it is required to be paid in accordance with the Construction Industry Site Allowance Matrix; or
- c) If the Contract between the Employer and the Head Contractor/Client does not contain provision for a site allowance, and after the contract is made the head contractor makes an agreement under which a site allowance is payable, then the head contractor should then agree in writing to reimburse the employer the full cost of the said allowance.

16. 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 38-hour working week and no overtime shall be taken into account.

17. SUPERANNUATION

The Company will pay superannuation contributions into either the NESS Superannuation Scheme 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, provided that the weekly minimum contribution for all employees, except apprentices and trainees, will be \$60.00 per week worked.

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

18. REDUNDANCY

Redundancy will be paid strictly according to the provisions of the Electrical Contracting Industry Redundancy and Technological Change (State) Award 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.

Upon commencement of the Agreement, the Company will make contributions to MERT on behalf of employees (other than apprentices and trainees) engaged upon construction work at the following rates:

- From the date of agreement, at a rate of \$47.50 per week worked
- From 1st April 2000, at the rate of \$50.00 per week worked
- From 1st October 2000, at a rate of \$52.50 per week worked
- From 1st April 2001, at a rate of \$55.00 per week worked
- From 1st October 2001, at a rate of \$57.50 per week worked
- From 1st April 2002, at a rate of \$60.00 per week worked.

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19. TOP-UP/24 HOUR INCOME ACCIDENT PROTECTION INSURANCE

It is a term of the Agreement the Company will pay Top-up/24 Hour Employee Insurance under the Wage Cover scheme or other Union agreed scheme 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.

20. CLOTHING

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

- a) Two sets of shorts, overalls or trousers bib and brace, or any combination of clothing as agreed between the employees and the Company which 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.

21. 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.

22. 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.

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.

23. 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.

24. 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.

25. FARES AND TRAVELLING ALLOWANCES

Employees will be paid an excess fares allowance as prescribed by Schedule A per day where they have an entitlement to this allowance under the Parent Award.

Where an employee has an entitlement to the average excess travelling time payment pursuant to sub-clause 4.4.2. or the Parent Award, the payment will be prescribed as by Schedule A.

Both allowances are fixed for the life of the Agreement.

26. 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.

27. 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.

28. SUPPLEMENTARY LABOUR

The parties agree that when necessary to meet short term peak work requirements additional labour resources will be sourced from agreed bona fide Labour Hire Companies who meet as a minimum the wages and benefits of this Agreement and have an enterprise agreement with the Union signatory to the Agreement.

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 have an enterprise agreement with the Union; and
- the apprentices and trainees hired to the Company shall be paid at least the rates and conditions of this Agreement; and
- the Group Training Company shall be notified if a site allowance/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 provide an adequate kit of tools.

32. 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.

33. CLASSIFICATIONS

There will be no Grade 6 reclassification claims for the duration of this Agreement expect where such claims are in strict accordance with the Award criteria.

34. RENEWAL OF AGREEMENT

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

35. SIGNATORIES

Signed for and on behalf of KEVIN R. SHEATHER SERVICES PTY LIMITED

MARTIN AUSTIN

Signature:



Date:

1st June 2000

KEVIN R. SHEATHER SERVICES PTY LIMITED

24 Gale Street, Concord 2137

Phone (02) 9743-1221

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



Signature:

Date:

21.6.00

