

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/262

**TITLE:** Jones & Gray Electrical Enterprise Agreement, 2000-2002

**I.R.C. NO:** IRC01/4880

**DATE APPROVED/COMMENCEMENT:** 7 August 2001

**TERM:** 31 December 2002

**NEW AGREEMENT OR VARIATION:** New

**GAZETTAL REFERENCE:** 30 August 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 17

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees who are engaged pursuant to the Electrical, Electronic and Communications Contracting Industry (State) Award and employed in the Newcastle Contracting Division, excepting those employees employed on non-construction work.

**PARTIES:** Jones & Gray Electrical Proprietary Limited -&- Craig Campbell, Tony Cottee, Darren Glanville, Gerome Good, Todd Manfield, Karl Manhood, Desmond O'Donnell, Les Stansfield, Andrew Tipping, Dave Whitbread





# Jones & Gray Electrical Pty Ltd

## **ENTERPRISE AGREEMENT**

**2000 - 2002**

Registered  
Enterprise Agreement  
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**JONES & GRAY ELECTRICAL PTY LTD  
ENTERPRISE AGREEMENT -- 2000-2002**

**1. INTRODUCTION**

Jones & Gray Pty Ltd and its employees have jointly developed this agreement. Its purpose is to develop and implement 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 Jones & Gray Electrical Enterprise Agreement, 2000-2002.

**3. DEFINITIONS**

For the purpose of this Agreement:

- ◆ "Agreement" means this Enterprise Agreement.
- ◆ "Company" means Jones & Gray Electrical Pty Ltd.
- ◆ "Construction Work" has the same definition as contained in the Parent Award.
- ◆ "NECA" means the National Electrical Contractors Association.
- ◆ "Parent Award" means the Electrical, Electronic and Communications Contracting Industry (State) Award.

**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 in order to reduce injuries and lost time due to injuries.
- ◆ 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 eventually eliminate lost time due to disputation.

## 5. PARTIES BOUND

This Agreement shall be binding upon:

- (a) Jones & Gray Electrical Pty Ltd; and
- (b) All employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award.

## 6. APPLICATION OF AGREEMENT

This Agreement applies to the Company in respect of all employees who are engaged pursuant to the Parent Award and employed in the Newcastle Contracting Division, excepting those employees employed on non-construction work.

This Agreement shall not apply to employees working in Sydney in the County of Cumberland.

This Agreement is intended to replace any previous Agreement.

Where there is any inconsistency between this Agreement and the Parent Award, both parties will attempt resolution of the issue. This 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 <sup>approval</sup> ~~certification~~ and remain in force until 31 December 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 on their behalf, 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.

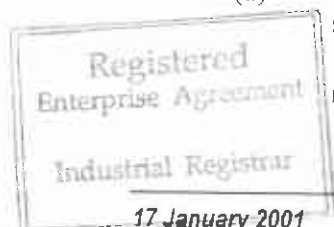
## 9. NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangement 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 provided 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 employees 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. Such termination will not constitute harsh, unjust or unreasonable termination.
- (c) The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.
- (d) The Company may engage casual employees for a period of up to 60 days in any one engagement, subject to the following:
- (i) a casual employee working ordinary time will be paid the relevant Award rate for each hour worked, plus the appropriate Award loading for casual employment. The loading is in lieu of public holidays, sick leave, redundancy, and to compensate for the nature of casual employment.
  - (ii) a casual employee will be paid for a minimum of four (4) hours work;
  - (iii) casual employees will be entitled to the benefits of Clause 15 Site/Project Allowances and subject to their earning more than \$450 in any month, Superannuation, but will not be entitled to any redundancy payment; and
  - (iv) casual employees will be required to have appropriate footwear on commencement with the Company; and
  - (v) casual employment may be terminated by the giving of one hours notice on either side, or the payment or forfeiture of one hours pay.



## 11. DISPUTE SETTLEMENT PROCEDURE

The parties are committed to minimising the amount of lost-time or production arising out of

disputes or grievances, and to resolving any disputes by consultation and cooperation. The parties commit themselves to:

- ◆ resolving any disputes without recourse to industrial action; and
- ◆ accepting decisions of the Workcover Authority or persons accredited by it in regards to health & safety matters.

Accordingly, the following procedures will be followed at all times:

- (i) Any dispute or grievance arising out of the implementation or operation of this Agreement will be referred to the Consultative Committee in the first instance, which will try to resolve the issue(s). If the Committee cannot resolve the dispute in a reasonable time, it will be dealt with using the procedures below.
- (ii) Any dispute to which (i) above does not apply will be referred by the employee to the employee's immediate Foreman or Supervisor.
- (iii) If the matter is not resolved the employee(s) will take the matter up with Senior Management.
- (iv) If not settled at this stage, the matter will be referred to the Consultative Committee for consideration.
- (v) If the matter remains unresolved at stages (iii) or (iv) the employee(s) may, if they wish, refer the matter to the relevant Union who will discuss it with Senior Management.
- (vi) Work will continue as normal while the dispute settlement procedure is being followed or until the matter is resolved. Each stage must be dealt with in a reasonable time.
- (vii) If not resolved at this stage the matter will be submitted to the New South Wales Industrial Relations Commission for resolution by conciliation or arbitration.
- (viii) The above procedures will apply in the event of a safety issue. In such an event, normal work will continue in areas other than the area subject of the dispute, and employees in that area will be relocated to other areas/sites. Training or other appropriate activities may be undertaken until the matter is resolved. No employee will be allowed to work in an unsafe area other than for safety rectification purposes.

## 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. The purpose of the Consultative Committee shall be to consult, develop, recommend and assist to implement strategies and measures designed to achieve the objective 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 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 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 6.00 am and 6.00 pm 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 21.6 of the Parent Award.

### 13.1 Shift Work

The above flexible hours of work provisions will also apply to shift work.

### 13.2 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. Wash up time shall occur after the finish time.

### 13.3 Annual Leave

4 weeks annual leave with pay on completion of 12 months service. The loading of 17.5% in addition to holiday pay is paid when an employee takes annual leave which has fallen due. There is no obligation to pay the loading on leave taken in advance, although once the full 12 months service has been completed the employee becomes entitled to the loading.

Annual leave paid on termination of employment: Payment will be made for annual leave which has fallen due; and for pro rata annual leave for service of less than 12 months at the rate of 1/12th of the ordinary pay for that period.

**Annual leave loading on termination:** The loading is not paid on pro-rata annual leave. The loading is not payable if the employee resigns or is dismissed for misconduct. The loading is only payable on termination when employment has been terminated by the employer (other than for misconduct) and only in respect of annual leave which has fallen due on completion of 12 months service.

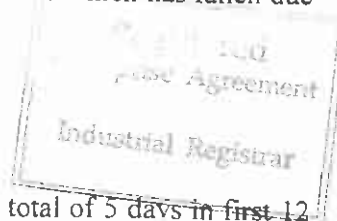
### 13.4 Sick Leave

**After 3 months continuous service:** 3 days.

**After 6 months continuous service:** an additional 2 days, total of 5 days in first 12 months of service. On the anniversary date of employee's first and each subsequent year of service with an employer an additional 8 days. Sick leave accumulates up to a maximum of twelve years. The employer may require proof of personal illness or injury (eg. Doctor's certificate, statutory declaration).

### 13.5 Bereavement

13.5.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of



the death in Australia of a person prescribed in clause 13.6.3 b). Provided that, with the consent of the Company, which consent shall not be unreasonably withheld, an employee shall, in addition to this entitlement to paid bereavement leave, be entitled to reasonable unpaid bereavement leave up to ten working days in respect of the death within Australia or overseas of a person to whom this clause applies.

13.5.2 The employee must notify the Company as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the Company, proof of death.

13.5.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in clause 13.6.3 b), provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

13.5.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

13.5.5 Bereavement leave may be taken in conjunction with other leave available. In determining such a request the Company will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

### 13.6 Personal/Carers Leave

#### Use of Sick Leave

13.6.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in clause 13.6.3 b), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 13.4 Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

13.6.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

13.6.3 The entitlement to use sick leave in accordance with this subclause is subject to:

a) the employee being responsible for the care of the person concerned; and

b) the person concerned being:

i) a spouse of the employee; or

ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person; or

iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

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- v) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

“relative” means a person related by blood, marriage or affinity;

“affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; and

“household” means a family group living in the same domestic dwelling.

**13.6.4** An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.

#### **13.6.5 Unpaid leave for Family Purpose**

An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in clause 13.6.3 b) who is ill.

### **14. WAGES**

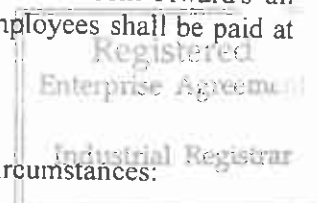
Wage rates for employees shall be as prescribed in Schedule A. These wage rates are effective from the first full pay period to commence on or after the dates specified in Schedule A. The wage rates include all applicable margins and tool allowance.

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

### **15. SITE/PROJECT ALLOWANCES**

Site/project allowances will be paid only under one of the following circumstances:

- (a) Where such an allowance is awarded by the Industrial Relations Commission, or
- (b) Where such an allowance is required by a site condition specified at the time of the tender. It is incumbent upon the Company to enquire of the Head Contractor/Client at the time of the 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) Where a contract between the employer and the head contractor/client does not contain provision for a site allowance; but
  - i) After the contract is made the head contractor/client makes an agreement under which a site allowance is payable; and
  - ii) The head contractor/client agrees in writing to reimburse the employer the full cost of the said allowance.



**16. NO DISADVANTAGE**

No employee shall suffer an overall reduction in pay as a result of the making of this Agreement. Ordinary time wages, productivity allowance and excess fares and travel time will be the components used to determine if any financial disadvantage has occurred. Site allowances, overtime and superannuation will not form part of earnings for this purpose.

**17. SUPERANNUATION**

The Company will pay superannuation contributions in the C+BUSS Superannuation Scheme for each employee. It is agreed that this superannuation fund will be the sole fund utilised under this agreement. The contribution rate shall be as required by the Superannuation Guarantee Legislation.

'Ordinary time earnings' are the ordinary time wages of this Agreement. All other allowances and payments are excluded.

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

Where the Company is obliged to pay higher contributions under contractual obligations for certain projects or sites, such higher contributions will only be paid for its employees where the Company is contractually entitled to recover the full cost of such higher contributions.

**18. REDUNDANCY**

Redundancy will be paid according to the provisions of the Parent Award. Except that, notwithstanding the Award, redundancy will be paid to employees whose employment is terminated by the Company due to the ordinary and customary turnover of labour.

Where the Company is obliged to make payments to a redundancy fund under contractual obligations for certain projects or sites, such payments will only be paid for its employees where the Company is contractually entitled to recover the full cost of such payments.

Redundancy payments will not apply to apprentices and trainees.

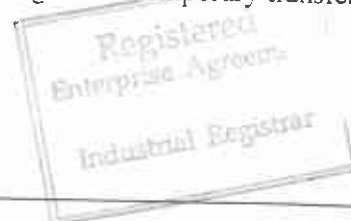
**19. CLOTHING**

Employees after 456 hours (3 months) employment with the Company will be supplied with:

- a) Two sets of shirts and trousers or overalls or 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 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.

**20. 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 the employees will continue to be paid in accordance with this Agreement during such a temporary transfer.



## 21. 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. The Company will not pay any costs involved with such training.

## 22. 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 and all State Award provisions will apply with regard to additional kilometre rates per vehicle. All parties agree that commonsense will prevail and "car pooling" will be applied where possible.



Where the above steps are not possible, affected employees may be required to attend toolbox meetings, work planning sessions or skills development activities, all of which will count as productive time for payment purposes.

**23. PAYMENT OF WAGES**

Wages will be paid weekly by electronic funds transfer (EFT). The Company shall comply with all provisions to the keeping of time and wage records and the production of payslips 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 when not under direct supervision.

**24. FARES AND TRAVELLING ALLOWANCES**

Employees will be paid an excess fares allowance as prescribed by Schedule A 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 subclause 4.4.2 of the Parent Award, the payment will be as prescribed by Schedule A.

Both allowances are fixed for the life of the Agreement.

**25. PICNIC DAY**

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

Where possible, work will not be scheduled on the first Monday in December.

**26. DISTANT/AWAY WORK**

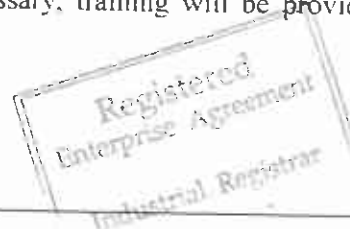
Where an employee genuinely volunteers to be transferred to a distant site, they shall not be entitled to living away allowances or travel expenses.

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 after negotiation between both parties and witnessed by another employee. The selection of employees for away work shall be solely at the discretion of the Company.

**27. 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.



## 28. 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.

## 29. 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.

A priority for the consultative committee is to develop an agreed tool list for employees consistent with the nature of work undertaken by the Company.

## 30. SUPPLEMENTARY LABOUR

The parties agree that when necessary to meet short term peak work requirements additional labour resources should preferably be sourced from Labour Hire companies.

## 31. 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:

- ◆ It has an Enterprise Agreement; 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/project allowance is payable.

## 32. ANTI-DISCRIMINATION

- (i) It is the intention of the parties bound by this Agreement 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, marital status, disability, homosexuality, transgender identity and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of the Agreement that, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the Anti-Discrimination Act, 1977, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

- ◆ any conduct or act which is specifically exempted from anti-discrimination legislation;



- ◆ offering or providing junior rates of pay to persons under 21 years of age;
- ◆ any act or practice of a body established to propagate religion which is exempt under section 56(d) of the *Anti-Discrimination Act, 1977*;
- ◆ 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.

NOTES -

(a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(b) Section 56(d) of the Anti-Discrimination Act, 1977 provides:

"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

### 33. RENEWAL OF AGREEMENT

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







**34. KEY PERFORMANCE INDICATORS (KPI)**

The parties agree that the fundamental objectives to assessing employee performance and thereby performance allowance is by the introduction of K.P.I's.

The Project Supervisor will complete the KPI for each employee under his control on a monthly basis or a shorter time if deemed necessary.

A sample of the KPI is attached and forms part of this agreement.

Performance allowance chart is detailed below and forms part of this agreement.

PERFORMANCE ALLOWANCE CHART			
K.P.I. Ranking		Rates as at 1.12.00	Rates as at 1.4.01
40 points	Expected	\$3.00/hour	\$1.63/hour
35-39 points	Accepted	\$2.75/hour	\$1.38/hour
30-34 points	Below average	\$1.75/hour	\$0.38/hour
25-29 points	Assessment of performance weekly	\$0.00/hour	\$0.00/hour
0-24 points	Interview by Management	\$0.00/hour	\$0.00/hour





**34. SIGNATORIES**

Signed: *John Jones*  
JOHN JONES  
(Name in block letters)

Date: 17-7-01

For, and on behalf of Jones & Gray Electrical Pty Ltd.

Signed: *Lynn Jones*  
LYNN JONES  
(Name in block letters)

Date: 17-7-01

For, and on behalf of Jones & Gray Electrical Pty Ltd.

Employee's Representative: *Tieren McInville*  
TIEREN MCINVILLE  
(Name in block letters)

Date: 17/7/01

Employee's Representative: *Gerome Good*  
GEROME GOOD  
(Name in block letters)

Date: 17/7/2001

For, and on behalf of the employees.



**SCHEDULE A**

**Rates applying from the first full pay period on or after 1 December 2000.**

Classification	All Purpose Hourly Rate (\$)	Daily Average Excess Fares Allowance (\$)	Daily Average Excess Travel Time (\$)	Performance Allowance (\$)
Grade 1	11.80	8.00	9.50	2.75
Grade 2	12.53	8.00	10.10	2.75
Grade 3	13.24	8.00	10.70	2.75
Grade 4	13.96	8.00	11.40	2.75
Grade 5 Unlicenced	15.00	8.00	12.00	2.75
Grade 5 Cert of Regn	15.44	8.00	12.00	2.75
Grade 5 Qual Super.	15.79	8.00	12.00	2.75
Grade 6 Qual Super.	16.53	8.00	12.00	2.75
Unlicenced Leading Hand	17.16	8.00	12.00	2.75
Leading Hand - 1	17.95	8.00	12.00	2.75
Leading Hand - 2	19.39	8.00	12.00	2.75
Foreman - 1	20.12	8.00	12.00	2.75
Foreman - 2	22.27	8.00	12.00	2.75
<b>Casual Rates applying from the first full pay period on or after 1 December 2000.</b>				
Grade 5 Unlicenced	16.50	8.20	13.02	1.75
Grade 5 Cert of Regn	16.80	8.20	13.02	1.75
Grade 5 Qual Super.	17.50	8.20	13.02	1.75
Grade 6 Qual Super.	17.80	8.20	13.02	1.75

**Rates applying from the first full pay period on or after 1 April 2001.**

Classification	All Purpose Hourly Rate (\$)	Daily Average Excess Fares Allowance (\$)	Daily Average Excess Travel Time (\$)	Performance Allowance (\$)
Grade 1	13.09	9.40	9.50	1.38
Grade 2	13.83	9.40	10.10	1.38
Grade 3	14.56	9.40	10.70	1.38
Grade 4	15.29	9.40	11.40	1.38
Grade 5 Unlicenced	16.37	9.40	11.70	1.38
Grade 5 Cert of Regn	16.81	9.40	11.98	1.38
Grade 5 Qual Super.	17.16	9.40	12.23	1.38
Grade 6 Qual Super.	17.51	9.40	12.67	1.38
Unlicenced Leading Hand	18.59	9.40	12.86	1.38
Leading Hand - 1	19.38	9.40	13.15	1.38
Leading Hand - 2	20.84	9.40	13.39	1.38
Foreman - 1	21.50	9.40	13.71	1.38
Foreman - 2	23.39	9.40	14.04	1.38
<b>Casual Rates applying from the first full pay period on or after 1 April 2001.</b>				
Grade 5 Unlicenced	17.75	9.40	14.20	0.75
Grade 5 Cert of Regn	18.18	9.40	14.55	0.75
Grade 5 Qual Super.	18.55	9.40	14.84	0.75
Grade 6 Qual Super.	19.23	9.40	15.39	0.75

Registered  
Electrical Agreement  
Industrial Registrar

<b>SCHEDULE A</b>
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<b>Rates applying from the first full pay period on or after 1 December 2001.</b>
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<b>Classification</b>	<b>All Purpose Hourly Rate (\$)</b>	<b>Daily Average Excess Fares Allowance (\$)</b>	<b>Daily Average Excess Travel Time (\$)</b>	<b>Performance Allowance (\$)</b>
Grade 1	13.29	9.70	9.80	1.38
Grade 2	14.05	9.70	10.40	1.38
Grade 3	14.80	9.70	11.00	1.38
Grade 4	15.55	9.70	11.74	1.38
Grade 5 Unlicenced	16.65	9.70	12.05	1.38
Grade 5 Cert of Regn	17.10	9.70	12.34	1.38
Grade 5 Qual Super.	17.63	9.70	12.60	1.38
Grade 6 Qual Super.	17.99	9.70	13.05	1.38
Leading Hand - 1	19.90	9.70	13.55	1.38
Leading Hand - 2	21.00	9.70	13.79	1.38
Foreman - 1	21.96	9.70	14.13	1.38
Foreman - 2	24.00	9.70	14.46	1.38

<b>Rates applying from the first full pay period on or after 1 July 2002.</b>
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<b>Classification</b>	<b>All Purpose Hourly Rate (\$)</b>	<b>Daily Average Excess Fares Allowance (\$)</b>	<b>Daily Average Excess Travel Time (\$)</b>	<b>Performance Allowance (\$)</b>
Grade 1	13.69	9.70	10.10	1.38
Grade 2	14.45	9.70	10.71	1.38
Grade 3	15.20	9.70	11.33	1.38
Grade 4	15.95	9.70	12.10	1.38
Grade 5 Unlicenced	17.10	9.70	12.41	1.38
Grade 5 Cert of Regn	17.73	9.70	12.71	1.38
Grade 5 Qual Super.	18.10	9.70	12.98	1.38
Grade 6 Qual Super.	18.58	9.70	13.44	1.38
Leading Hand - 1	20.43	9.70	13.96	1.38
Leading Hand - 2	21.57	9.70	14.20	1.38
Foreman - 1	22.76	9.70	14.56	1.38
Foreman - 2	25.00	9.70	14.90	1.38



<b>JONES &amp; GRAY ELECTRICAL</b>					
<b>KEY PERFORMANCE INDICATOR (KPI)</b>					
<b>EMPLOYEE NAME:</b>					
<b>DATE:</b>					
<b>PROJECT:</b>					
<b>SUPERVISOR:</b>					
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
• TIME KEEPING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• ATTENDANCE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• SAFETY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• REWORK	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• DEFECTS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• QUALITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• EFFICIENCY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• TOOL KIT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• <b>TOTAL</b>					
<b>COMMENTS</b>					
<b>SUPERVISOR SIGNATURE:</b>					
<b>EMPLOYEE SIGNATURE:</b>					