

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/186

TITLE: Thermaline Pty Ltd Electrical Services Enterprise Agreement 2004

I.R.C. NO: IRC4/2620

DATE APPROVED/COMMENCEMENT: 20 May 2004 / 1 April 2004

TERM: 32 Months

**NEW AGREEMENT OR
VARIATION:** Replaces EA 01/203

GAZETTAL REFERENCE: 16 July 2004

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees of Thermaline Pty Ltd located at 52 Medcaff Street, Warners Bay NSW 2282 who fall within the coverage of the Electrical Electronic and Communications Contracting Industry (State) Award

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

THERMALINE PTY LTD ELECTRICAL SERVICES ENTERPRISE AGREEMENT 2004 NSW

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1. Title

This Award shall be known as the "THERMALINE PTY LTD ELECTRICAL SERVICES ENTERPRISE AGREEMENT " - NSW 2004

2. Parties and Persons Bound

This agreement shall be binding upon:

- 2.1 Thermaline Pty Ltd (hereinafter known as the "Company") in respect to its employees engaged in the occupation, industries and callings covered by the Electrical, Electronic and Communication contracting Industry (State) Award and who are eligible to be members of the Electrical Trade Union of Australia (NSW Branch) whether members of the said organisation or not; and

- 2.2 The Electrical Trade Union of Australia (NSW Branch) (hereinafter referred to as the "Union") and its members thereof employed by Thermaline Pty Ltd.

3. Objectives

The objectives of this Agreement are to:

- 3.1 Increase the efficiency of the company by the effective utilisation of the skill and commitment of the company's employees:
- 3.2 Improve the living standards, job satisfaction and continuity of the company's employees by improving upon existing award and industry standard;
- 3.3 Create a co-operative and productive industrial relations environment;
- 3.4 Provide workers with more varied, fulfilling and better paid jobs;
- 3.5 Promote the continued skill formation of workers;
- 3.6 Maintain a safe working environment;
- 3.7 Establish effective communications between the Company and its workers to ensure that the workforce and their Union representatives are kept fully informed and have an input into decision making that effects the work environment and the future employment of workers with the Company;
- 3.8 Maintain and continue the integrity of trade training and adequate numbers of tradespeople through apprenticeships/contracts of training;
- 3.9 Maintain the highest possible standards of electrical engineering, with a view to enhancing the environment, to efficiently use resources and to ensure the preservation of life and property without exceeding the conditions of order or contract.

4. Commitments

In order that the objectives of this agreement are achieved the parties are committed to ensuring that:

- 4.1 The measures contained in this agreement lead to real gains in productivity.
- 4.2 A broad approach to productivity is adopted incorporating (but not being limited to) both management and labour efficiency, quality, training, adequate standards of occupational health and safety, working conditions, environmental concerns quality of working life issues and equity issues.
- 4.3 The measures provided for in this agreement will be implemented through consultative mechanisms agreed to between the Union, the Company and the Consultative Committee.
- 4.4 Productivity measures will not be implemented at the expense of health and safety standards and safety standards will be improved.
- 4.5 The dispute settlement procedures provided for in this agreement are rigorously applied and enforced.
- 4.6 A free flow of information occurs between the company and employees concerning all aspects of the construction process (including the pre-construction process) to improve the setting up and running of jobs once a contract has been awarded.

5. Period of Operation

- 5.1 This Agreement shall operate from the 1st April until 31 December 2006 and the entitlement shall accrue from date of signing by both parties. The agreement may only be terminated by the parties to the agreement in the manner prescribed in the *NSW Industrial Relations Act 1991*.

- 5.2 This Agreement shall be certified in the NSW Industrial Relations Commission under *Industrial Relations Act 1991*.

6. Relationship to Parent Award and Agreements

- 6.1 The Electrical, Electronic and Communication Contracting Industry (State) Award (the 'Parent Award') as varied from time to time shall be read in conjunction with this Award.
- 6.2 This Agreement applies to the Company in respect of all employees who are engaged pursuant to the Parent Award. Provided that the Union's rights to seek to negotiate a separate enterprise agreement for the County of Cumberland are reserved.
- 6.3 The terms of this Agreement shall prevail over the terms of the Parent Agreement to the extent of any express inconsistency.

7. Increases to Wages and Productivity Incentives

In recognition of the productivity measures identified herein, the following increases shall apply for employees covered by this agreement from the first full pay period on or after:

- 7.1 Accruing from 1 April 2004 the new rates of pay for all employees from that date will be the rates of pay as shown in Appendix 1 Table 2. A one off payment of \$800 per tradesperson or pro-rata per apprentice to be paid on 1 April 2004.
- 7.2 From 1 January 2005 the new rates of pay for all employees from that date will be the rates of pay as shown in Appendix 1 Table 3.
- 7.3 From 1 January 2006 the new rates of pay for all employees from that date will be the rates of pay as shown in Appendix 1 Table 4.

8. Union Representation and Single Bargaining Unit

This agreement recognises the Union and its accredited representatives as the sole legitimate representatives for the employees covered by this agreement. The Union shall constitute the single bargaining unit in all dealings with the employer.

- 8.1 The Company shall allow full access to its employees during normal working hours to accredited officials of the Union.
- 8.2 The Company shall allow Union delegates adequate time during normal working hours to attend to Union duties.

9. Dispute Settlement Procedure

- 9.1 The procedure outlined in Appendix 2 shall apply.

10. Consultative Mechanisms

- 10.1 The parties agree that a precondition for the effective operation of this agreement is the establishment of agreed consultative mechanism within the Company. The consultative mechanism shall be established in accordance with the guidelines set out in Appendix 3 hereto.
- 10.2 The State Secretary (or nominee) of the Union shall have a standing invitation to participate in the consultative mechanisms established within the Company.
- 10.3 The Manager of Thermaline Pty Ltd shall have a standing invitation to participate in the consultation mechanism established within the Company.

- 10.4 To assist employees to participate effectively within the consultative mechanism, training as agreed between the Company and the Union, will be provided as soon as practicable after the consultative mechanisms are established.

11. Termination of the Agreement

- 11.1 This Agreement may be terminated by the parties only if:

Three (3) months written notice is given to either party and consultation has occurred with the workforce; and

Industrial Application is made to the NSW Industrial Relations Commission in accordance with the *NSW Industrial Relations Act*.

12. Non-Award Conditions

The Company will provide benefits under the following non-award industry standards:

1. A Superannuation Scheme at the rate of \$68 per week for employees and staying at this figure for the length of the agreement or minimum *Federal Government Superannuation Act* into an agreed scheme between the parties.
2. Redundancy benefit

A Redundancy Scheme to be agreed between the Company, Union and Consultative Committee shall apply at the rates set out below per week per tradesperson and pro-rata for apprentices in lieu of the award provisions.

The amount of the benefit is as per the table per week of service and pro-rata for apprentices in lieu of the award provisions.

1.1.2004 \$40.00 per week worked

1.1.2005 \$45.00 per week worked

1.1.2006 \$47.50 per week worked

For the purpose of meeting this obligation the company will make monthly contributions in respect of each employee covered by this agreement to the MERT Redundancy Trust (The Fund) or there Scheme ("Scheme") as agreed between the parties to this agreement.

The contribution will be paid in accordance with the requirements of the Fund or the Scheme.

Upon termination the employee will, depending upon the fund or scheme requirements be paid directly by the fund or by the company which shall then be entitled to be reimbursed by the fund.

3. Long Service Leave in accordance with the *State Long Service Leave Act* will apply.
4. Top-up Workers Compensation and 24 Hour Accident Protection Insurance Cover will be provided by Wagecover or equivalent scheme as agreed between the company and the union. From that date of each employee joining the 24 hour accident protection cover, a 30 day waiting period will apply before the employee is entitled to benefits.

13. Skills Development Program

The parties are committed to develop and implement a skills development program based on the acquisition of skills through accredited training. The training provided shall be based on the agreed national competency standards that have been developed by the NSW U & E ITAB for Electrical.

Industry and be provided by 'Accredited Training Authorities'. Provided that any training program developed shall not include trade training modules as provided through the apprenticeship or equivalent contracts for structured training in the Electrical Industry.

14. Self Directed Work Teams

The parties agree that work teams will be an important organisational concept within the Electrical Services area. Each work team will be based upon the Electrical Services field of work of the service stream in which the company operated.

Work teams are groups of employees who have the responsibility for completing an element of work. The team is given the task of completing the whole job cycle and whilst taking into account the safety, quality and environment issues, will ensure that the works are carried out in the most expedient and proficient manner possible, in accordance with this Agreement.

The aim is for the team to be self managed. The level of responsibility and responsibilities of employees within work teams is in order of the pay classifications.

Within the team there will be sufficient skills to complete the task at hand with members of the team having varied skills levels with further development and training encouraged.

15. Protective Clothing

Thermaline Pty Ltd will provide protection clothing to its electrical employees as set out below:-

A. Issue to New Commencements

After 8 weeks continual employment all new trade employees shall be provided with a 12 month issue of clothing consisting of:-

Two (2) pairs overalls (or alternative as below)

One (1) pair boots

One (1) Kembla (lined) (navy woollen jacket) or equal

Two (2) T Shirt

Alternative to Overalls may be:

One (1) shirt and one (1) pair shorts and

One (1) shirt and one (1) pair long trousers

or

Two (2) shirts and two (2) pair of shorts

or

Two (2) shirts and two (2) pair of long trousers

B. There After Yearly issues

Subject to special provisions for new commencement, all trade personnel shall be provided with the following:-

Two (2) pair boots

One (1) jacket - Kembla or equal

Two (2) pair overalls (or alternative as below)

One (1) T Shirt

One (1) shirt and one (1) pair of shorts

and

one (1) shirt and one (1) pair of long trousers

or

Two (2) shirts and two (2) pair of shorts

or

Two (2) and two (2) pair of long trousers

Any clothing that is worn out during the normal course of work will be replaced by the Company.

16. Minimum Defects

The parties are committed to the development of efficient work practices and methods that will result in works being completed consistently with minimum defects.

17. Induction Procedures

- 17.1 The parties acknowledge that it is in the interest of all concerned that all new employees understand their obligations under this Award and are introduced to their jobs in a manner which will help them to work safely and efficiently. It is agreed that this is a joint responsibility of both management and Company Delegate.
- 17.2 In order to achieve this it is agreed that, in conjunction with the Company Management, Job Stewards and Safety Committee, employees will be given an explanation of all safety rules and procedures, including the provisions of any relevant legislation or regulation.
- 17.3 A detailed explanation shall be provided regarding Security, Emergency Procedures, rates of pay, and any applicable agreements affecting wages, conditions and work practices.
- 17.4 The induction presentation and materials shall have regard to the language skills of the employer/employee.

18. Apprentices

The provision of the Parent Award for apprentices shall apply. With regard to increases to wages, item 7.1 to 7.3 percentage increases are applicable to apprentices being 6.33% & 4 % non-compounding.

The company will strictly monitor performance of all apprentices to ensure they are paying due respect to their conditions of Apprenticeship.

19. Hours of Work/Rostered Day Off

In recognition of the need to gain greater productivity and efficiencies in respect of working hours the parties agree to the following measures, aimed at providing increased flexibility for both the company and the employees as to the arrangement of hours of work and the allocation of RDOs.

- i) By agreement between the Company and the Employees the existing ordinary hours of work shall be between 6.00am and 6.00pm. Upon agreement being reached between the Company and the employees the ordinary hours starting time may commence between the hours of 6.00am - 9.30 am.
- ii) Hours of work will be averaged over a 4 week cycle of 38 hours per week.
- iii) The Industry nominated RDO shall be observed provided that, subject to agreement between the employer and the employees on sites affected, the taking of RDOs may be altered provided that:

Employee will have the option as laid down below either option 1, 2 or 3:-

Option 1

The employee takes the Industry Nominated RDO day as per the industry produced calendar for RDO's each year.

Option 2

The employee works on the industry nominated RDO day and then has one day off within 3 weeks of that Industry RDO day.

Option 3

The employee works on the Industry nominated RDO days and banks up to a maximum of 5 RDO days before he takes his 5 days off. The employee is required to advise the employer in writing 2 weeks before he wishes to take his accrued 5 days off. With this written notice the employer is to act responsibly in allowing the accrued days off to be taken when required by the employee

20. Occupational Health and Safety

The provision of the relevant acts shall apply. No worker shall be required to carry out work that is not safe or work in an unsafe environment. The resultant changes to the companies operations will be jointly monitored and evaluated.

21. No Further Claims

The Company, Employees and the Union agree not to pursue any further claims except where consistent with this agreement.

22. Subsequent Agreement

The company shall contact the union for negotiation between the parties to commence no later than 31.10.2006 with the intention of reaching a subsequent certified agreement.

23. Contract of Employment

- 23.1 This Award including those matters incorporated into it and the award are express terms of the contract of employment between the employer party to this Agreement and its employees as at the date of signing this agreement.
- 23.2 The employer will not employ any employee in classifications covered by this Award whose contract of employment contains terms and conditions less favourable than those contained in the contracts of employment of existing employees employed in the relevant classification.

24. Warning Procedure for Employee Performance and Conduct

The Warning Procedure for all employees covered by this Award shall be:-

A verbal warning may be given in the presence of the Company Delegate.

- a) A first written warning may be issued in the presence of the Company Delegate either in lieu of a verbal warning or after a verbal warning.
- b) A second written warning will be issued only after extensive discussions have taken place between the person involved, the Company representative, the Company Delegate and an official from the Union. If agreement cannot be reached then clause 10 of this agreement will be invoked.
- c) A third and final written warning will be issued only after extensive discussions have taken place between the person involved, the Company representatives, the Company Delegate and an official from the Union. If agreement cannot be reached then clause 10 of this agreement will be invoked.
- d) At all stages of the Warning Procedure the employer must outline the employee's alleged lack of performance of conduct and the employee has the right to respond to allegations in question and has this response duly noted on his file.
- e) After a period of 12 months of improved performance of conduct then these warnings will be null and void.

25. Agreement to be Displayed

Copies of the Award shall be displayed in places readily visible and accessible to all parties covered by this Award.

26. Electronic Funds Transfer

In accordance with company practice the parties agree that Employees will be paid by Electronic Fund Transfer.

27. Not to be used as a Precedent

This award shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

28. Performance Measurement

An integral part of this Award is the requirement for the parties to develop and utilise productivity and efficiency indicators to be able to continually improve performance and the company's market position.

These indicators by agreement can include:-

- (a) Lost Time
- (b) Waste
- (c) Rework
- (d) Plant and Equipment Life
- (e) QA Non-Conformances
- (f) Customer Complaints
- (g) Absenteeism
- (h) Program vs Actual Time Comparisons

29. Schedule of Classification

Electrical Worker Grade 1	80%
Electrical Worker Grade 2 Trades Assistant	85%
Electrical Worker Grade 3	90%
Electrical Worker Grade 4	95
Electrical Worker Grade 5 Electrical Tradesperson Level 1	100%
Electrical Worker Grade 6 Electrical Tradesperson Level 1	105%
Electrical Worker Grade 7 Electrical Tradesperson Level 1	115%
Electrical Worker Grade 8 Advanced Electrical Tradesperson 1	125%
Electrical Worker Grade 9 Advanced Electrical Tradesperson 2	130%
Electrical Worker Grade 10 Advanced Electrical Tradesperson 3	145%

30. Union Encouragement

- 30.1 The company recognises that the union is the body representing all employees covered by this Agreement. The company agrees to:
- 30.1.1 Encourage employees covered by this Agreement to become and remain members of the union, including introducing new employees to the union delegates as part of the induction process.
 - 30.1.2 Provide facilities for payroll deductions for union membership fees.
 - 30.1.3 Provide reasonable time with pay for union delegates to carry out the delegates' functions and undertake training, provided that the operations of the company are not unduly affected.
 - 30.1.4 Provide the union delegates with resources as required, ie, telephone, facsimile, photocopying, etc., to assist in the consultative process associated with the company's business.

31. Anti Discrimination

- a. It is the intention of the parties to seek to achieve the object in section 3 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.
- b. 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.
- c. 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.
- d. 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
- e. 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

APPENDIX 1

RATES OF PAY

TABLE 1

CURRENT RATES OF PAY FOR ELECTRICAL WORKERS

Classification Electrical Worker	Relativity	Total Weekly Wage	Hourly Rate all purpose	Daily excess fares	Daily excess travelling time
	%	\$	\$	\$	\$
Grade 1	80%	565.06	14.87	10.00	12.00
Grade 2	85%	593.94	15.63	10.00	12.00
Grade 3	90%	638.40	16.80	10.00	12.00
Grade 4	95%	652.08	17.16	10.00	12.00
Grade 5 Unlicensed	100%	693.88	18.26	10.00	12.00
B Grade Licensed	100%	710.60	18.70	10.00	12.00
A Grade Licensed	100%	725.42	19.09	10.00	12.00
Grade 6	105%	753.92	19.84	10.00	12.00
Grade 7	115%	812.06	21.37	10.00	12.00
Grade 8	125%	870.20	22.90	10.00	12.00
Grade 9	130%	899.08	23.66	10.00	12.00
Grade 10	145%	986.48	25.96	10.00	12.00

TABLE 2

RATES OF PAY ON THE FIRST FULL PAY PERIOD AFTER 1 APRIL 2004

Classification Electrical Worker	Relativity	Total Weekly Wage	Hourly Rate all purpose	Daily excess fares	Daily excess travelling time
	%	\$	\$	\$	\$
Grade 1	80%	600.83	15.81	10.50	13.00
Grade 2	85%	631.54	16.62	10.50	13.00
Grade 3	90%	678.81	17.86	10.50	13.00
Grade 4	95%	693.36	18.25	10.50	13.00
Grade 5 Unlicensed	100%	737.80	19.41	10.50	13.00
B Grade Licensed	100%	755.58	19.88	10.50	13.00
A Grade Licensed	100%	771.33	20.30	10.50	13.00
Grade 6	105%	801.64	21.10	10.50	13.00
Grade 7	115%	863.46	22.72	10.50	13.00
Grade 8	125%	925.28	24.35	10.50	13.00
Grade 9	130%	955.99	25.16	10.50	13.00
Grade 10	145%	1048.92	27.60	10.50	13.00

TABLE 3**RATES OF PAY ON THE FIRST FULL PAY PERIOD AFTER 1 JANUARY 2005**

Classification Electrical Worker	Relativity	Total Weekly Wage	Hourly Rate all purpose	Daily excess fares	Daily excess travelling time
	%	\$	\$	\$	
Grade 1	80%	623.43.	16.41	11.00	13.50
Grade 2	85%	655.29	17.24	11.00	13.50
Grade 3	90%	704.35	18.54	11.00	13.50
Grade 4	95%	719.44	18.93	11.00	13.50
Grade 5 Unlicensed	100%	765.56	20.15	11.00	13.50
B Grade Licensed	100%	784.00	20.63	11.00	13.50
A Grade Licensed	100%	802.18	21.11	11.00	13.50
Grade 6	105%	831.80	21.89	11.00	13.50
Grade 7	115%	895.95	23.58	11.00	13.50
Grade 8	125%	960.09	25.27	11.00	13.50
Grade 9	130%	991.95	26.10	11.00	13.50
Grade 10	145%	1088.38	28.64	11.00	13.50

TABLE 4**RATES OF PAY ON THE FIRST FULL PAY PERIOD AFTER 1 JANUARY 2006**

Classification Electrical Worker	Relativity	Total Weekly Wage	Hourly Rate all purpose	Daily excess fares	Daily excess travelling time
	%	\$	\$	\$	
Grade 1	80%	646.03	17.00	11.00	13.50
Grade 2	85%	679.05	17.87	11.00	13.50
Grade 3	90%	729.88	19.21	11.00	13.50
Grade 4	95%	745.52	19.62	11.00	13.50
Grade 5 Unlicensed	100%	793.31	20.88	11.00	13.50
B Grade Licensed	100%	812.43	21.38	11.00	13.50
A Grade Licensed	100%	832.96	21.92	11.00	13.50
Grade 6	105%	861.96	22.68	11.00	13.50
Grade 7	115%	928.43	24.43	11.00	13.50
Grade 8	125%	994.90	26.18	11.00	13.50
Grade 9	130%	1027.92	27.05	11.00	13.50
Grade 10	145%	1127.84	29.68	11.00	13.50

APPENDIX 2**GRIEVANCE/DISPUTES SETTLEMENT PROCEDURES**

- 1.1 It is the basic intention of the parties to eliminate, by direct negotiation and consultation between them, any dispute or grievance which is liable to cause a stoppage or other form of ban or limitation upon the performance of work.
- 1.2 Grievance/Dispute Procedure
 - 1.2.1 The parties to this procedure undertake that when a matter is in dispute, or a matter arises which is likely to cause a dispute for any reason whatsoever (other than matters for which separate procedures are set down in this agreement), the following procedures shall be followed.

- 1.2.2 The parties agree that direct action will not be taken by any party in a dispute situation until a seven day cooling-off period has been observed. The parties shall implement the status-quo that existed prior to the dispute during the seven day period.
- 1.2.3. Other than disputes or grievances caused by safety issues, work shall continue without interruption whilst the Union representative and/or official discusses the dispute with the employer and both parties shall attempt to reach agreement as quickly as possible.
- 1.2.4 In these discussions, the Union representative may seek the advice and assistance of an official of his/her Union, and the employer may seek the advice and assistance of his/her Employer Association.
- 1.2.5 Should the discussions fail to settle the dispute, the Union representative and/or official involved, shall notify his/her State Secretary, and the employer involved may notify the appropriate Employer Association of the dispute. A conference shall then be convened as soon as possible to resolve the dispute.
- 1.2.6 If the dispute has been officially referred to the applicable Employer Association and the State Secretary of the Union, immediate discussions will take place between the officers of the Employer Associations and the Union with a view to settling the dispute as quickly as possible.
- 1.2.7 Failing a satisfactory settlement being achieved following the discussions outlined above, the dispute shall be referred to the NSW I.R. Commission for conciliation or arbitration.
- 1.2.8 Notwithstanding anything contained in the previous seven paragraphs the respondents shall be free to exercise their rights if the dispute is not resolved within seven days.

APPENDIX 3

CONSULTATIVE MECHANISM GUIDELINES

1. Minimum Requirements

Consultative Committees will be established within the company

2. Equal Representation

The Consultative Committee shall consist of equal numbers of representatives of the employer and employees (maximum number 3 from each side).

3. Representatives

The employer representatives must be approved by the employer. The employee representative must be elected by the employees at a meeting convened by the union.

4. Meetings

Meetings shall be held as required, but in any case no less frequently than every two months. All meetings shall be convened by the Chairperson/Secretary.

5. Quorum

A quorum shall consist of not less than 2 from each side.

6. Agenda

The agenda is to be prepared and distributed by the Chairperson/Secretary to all Committee members (and where requested, to the office of the Union) at least five (5) working days prior to meeting where

possible. Any Committee member may submit agenda items. Management members shall submit as agenda items all matters which may impact upon workers at the conceptual stage of management consideration.

Appropriate information shall be provided with each agenda item submitted. Agenda items may be raised for next meeting whilst a meeting is in progress.

Issues of importance but not noted on the finalised agenda can be raised at the meeting.

Provision shall be made available within the agenda to review decisions made at previous meetings to see if they have been acted upon, what progress is being made and who was responsible for acting upon the decision.

7. Recording Minutes

Minutes shall be circulated to Committee members for verification prior to the next meeting. Every effort shall be made to have the minutes publicised within 5 working days of the meetings. A copy of the minutes to be sent to the State Secretary of the Union

The minutes shall include:

Attendance at the meeting

Summary of the issues and alternatives with brief support arguments.

Decisions made and the time frame for implementation of decision and who is responsible for acting on those decisions.

Time frame for consideration of deferred decisions.

8. Report time and report back

Union members of the Committee shall have adequate time and access to employees prior to the Committee meeting where they consider it necessary to prepare their response and input to agenda items. Following committee meeting to report back, when necessary on issues discussed.

9. Discrimination

Management shall not dismiss or injure a worker in their employment or alter their position to their detriment by reasons of the fact that the worker is a member of, or has an interest in the Consultative Committee.

10. Rights and Duties of Committee Members

All members of the Committee undertake to carry out their duties in a responsible and honest manner in the spirit of the agreement.

To attend the meeting.

To forward apologies to the Chairperson if unable to attend.

To come to the meeting prepared, having read the minutes of the previous meeting.

To study the agenda beforehand and be prepared with notes to make contributions briefly, clearly and perhaps with illustrations on matters affecting them or those they represent.

To communicate with constituents to establish their views and opinions.

To represent the view and opinions of those people they represent and not just their own.

To speak on the basis of the facts presented and not on the basis of preconceived ideas not based on facts.

Encouraging and assisting constituents to submit agenda items.

Providing explanations of items recorded in the minutes.

To report back to constituents on Committee business

12. Paid time available to Committee Members

The Company employee representatives on the Committee shall be entitled to paid time at the appropriate rate to:

attend committee meetings

report back to Members

to attend to other Committee business by agreement with management.

13. Training of Committee Members

The Company employee representatives shall be entitled to reasonable paid time to attend training courses approved by the committee.

14. Decision Making Process of the Committee

All decisions made by the Committee will be acted upon by both the management and the employees/Union.

The Committee shall reach decisions by consensus only.

15. Dispute Settlement Procedure

The dispute settlement procedure provided for in the body of this award shall apply to any disputes which affect the Committee.

16. Project Agreements

Where, on a particular project, the Company is contractually bound to abide by a project or site specific agreement award, then it is agreed that the provisions of that agreement/award shall apply to the project or site in lieu of this Agreement.

SIGNATORY PAGE

Signed by: _____ Date: 05 / 04 / 04
For and on behalf of
Thermaline Pty Ltd

Signed by: _____ Date: 20 / 04 / 04
For and on behalf of
The Electrical Trade Union of Australia
(NSW Branch)