

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/280

**TITLE: Kevin R Sheather (Northern) Pty Ltd Enterprise Agreement
2004-2007**

I.R.C. NO: IRC4/4432

DATE APPROVED/COMMENCEMENT: 17 August 2004

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/43

GAZETTAL REFERENCE: 22 October 2004

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Kevin R Sheather Northern Pty Ltd, located at 67, Barralong Road, Erina NSW 2250, who are engaged upon construction work within the Newcastle, Hunter, Central Coast and Regional NSW, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award

PARTIES: Kevin R Sheather (Northern) Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch

KEVIN R SHEATHER (NORTHERN) PTY LTD ENTERPRISE AGREEMENT 2004 - 2007

1. Introduction

Kevin R Sheather (Northern) Pty Ltd, Its employees and the Electrical Trade Union of Australia N.S.W. Branch have jointly developed this award. 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.

The award will be submitted to the Industrial Relations Commission of N.S.W.

2. Title

This Agreement shall be known as the Kevin R Sheather (Northern) Pty Ltd Enterprise Agreement 2004 -2007

3. Definitions

For the purpose of this agreement.

"Agreement" means this enterprise agreement.

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

"Company" means Kevin R Sheather (Northern) Pty Ltd

"Employee" means an employee of the Company performing work within the scope of this award extending to anywhere in Central Coast, Newcastle, Hunter & Regional N.S.W. including the Illa warra region.

4. Objectives

The parties to this Award 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 it work force.

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.

To 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 Award for all employees.

To substantially reduce and eventually eliminate lost time.

5. Parties Bound

This Agreement shall be binding upon:

- a. The Management of Kevin R Sheather (Northern) Pty Ltd and employees.
- b. All employees whether member of a Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award.
- c. Electrical Trade Union of Australia, N.S.W. Branch.

6. Application of Agreement

This agreement applies to the Company in respect of all employees who are engaged pursuant to the Parent Award and who are engaged upon construction work within the Newcastle, Hunter, Central Coast and Regional N.S.W.

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

The parties acknowledge that from time to time clients and head contractors who engage the Company, enter into site/project/agreements, site rates agreements and site allowance

agreements with trade unions and/or the employees directly. It is expressly agreed by the parties that the terms and conditions of the Agreement will at all times prevail over (i.e.: be in lieu of) the terms and conditions of such agreements.

7. Date and Period of Operation

This Award shall come into operation from date of certification for a period of three years.

8. No Extra Claims

The Employees and the Union shall not pursue any extra claims, Award or over Award for the life of the Agreement. Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the company in relation to the above, until the Agreement's nominal expiry date has passed. Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in the Agreement.

To remove any doubt, employees (and/or their union or representatives on their behalf will not pursue any further or other claims whatsoever which are relevant to or irrelevant to or which in any way relate to the relationship of employer and employee, whether dealt with in the Agreement or not, until the nominal expiry date of the Agreement has passed.

9. Not to Be Used as a Precedent

This Award shall not be used in any manner whatsoever to obtain similar arrangement or benefits in any State, Territory, division, plant or enterprise.

10. Contract of Employment

- a. All new employees (other than casuals) will be engaged on the basis of a 3 month probationary period. During this 3-month period the Company reserves the right to terminate an employee at any time during this period, subject to a week's notice or payment in lieu thereof.

- b. It is a term and condition of employment and of the obligations and rights occurring under this Award, that an employee;
- i. to become entitled to payment of the wage prescribed herein, be available, ready and willing to perform such work, including shift work, as the Company shall reasonably require on the days and during the hours necessary to best meet the Company's contractual obligations on its projects; and
 - ii. consider any reasonable request of the Company to work overtime in excess of the ordinary hours at any time during the seven days of the week at the appropriate remuneration prescribed herein; and
 - iii. recognise the right of the Company to have an appropriate number and mix of classifications and skills during any hours of work; and
 - iv. properly use and maintain all appropriate protective clothing and equipment provided by the Company for specified circumstances; and
 - v. use any technology and perform any duties which are within the limits of the employee's skill, competence and training; and
 - vi. adhere to agreed start and finish times for all work periods; and
 - vii. Maintain commitment to, and comply with the Company's directions (consistent with the objectives of this Award) with respect to, safety, quality, site cleanliness and waste management.
 - viii. Understand that termination of employment will be based on job requirements and skills and 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 determining factors regarding the retrenchment of employees and consistent with the objectives of the Agreement with respect to, safety, quality, site cleanliness and waste management.
 - ix. Provide and maintain an adequate kit of tools in accordance with Parent Award requirements.
 - x. The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.
- c. The Company maintains the right to engage new employees for a specified period and/or specified task.

11. Dispute Settlement Procedure

The parties agree that one of the fundamental objectives of this Award 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 parties agree that all disputes in respect of conciliation and/ or arbitration under this Agreement will be dealt with before the Industrial Relations Commission of New South Wales.

The most effective procedure to achieve the prompt resolution of disputes 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 following dispute settlement procedure:

- (a) Procedure relating to a grievance of an individual employee:
 - i. The Employee is required to notify the Company (in writing or otherwise) as to the substance of the grievance, request a meeting with the Company for Bilateral discussions and state the remedy sought.
 - ii. A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussions with resolution at higher levels of authority.

- iii. Reasonable time limits must be allowed for discussions at each level of authority.
 - iv. At the conclusion of the discussions, the Company must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - v. While a procedure is being followed, normal work must continue.
 - vi. The employee may be represented by an industrial organisation of employee's that is entitled to represent the employee's industrial interests.
 - vii. In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of N.S.W. for conciliation.
- (b) Procedure for a dispute between Company and the employees:
- i. A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussions and resolution at higher levels of authority.
 - ii. Reasonable time limits must be allowed for discussions at each level of authority.
 - iii. While a procedure is being followed, normal work must continue.
 - iv. The Company may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees that is entitled to represent the employees' industrial interests for the purposes of each procedure.
 - v. In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of N.S.W. for conciliation.

12. Consultative Mechanism

The parties agree that a precondition for the effective operation of the Award is the establishment of agreed consultative mechanisms within the Company. To this end, a consultative committee comprising of Company appointed representatives and employee elected representatives should be established and maintained. The purpose of the consultative committee shall be to develop, recommend and assist to implement strategies and measures designed to achieve the objectives outlined under Clause 4 of this Award.

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 allowances are paid for any shift work in accordance with sub clause 21.6 of the Parent Award.

i. Shift Work

The above flexible hours of work provisions will also apply to shift work as defined by the Parent Award.

ii. Rostered Days Off (R.D.O's)

The parties agree to the taking of RDO's. By agreement between the Company and an employee, RDO's may be banked to a maximum of five. Records of each employee's RDO's status will be kept by the Company and made available upon request.

The implementation of a 36 hour week will occur on a site by site basis. Should a 36 hour week be applied on a company site, the following provisions will be enforced:

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

However, it is recognized that there is merit in programming no work on RDO's adjacent to public holiday's weekends during the working year. This will allow the management and employees of the company to have quality paid leisure time. As at 1 April 2004, work is prohibited on the weekends and agreed RDO's adjacent to Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day. Employees may use new RDO accruals for payment of the applicable Saturdays.

The ordinary working hours shall be worked in a 20 day cycle, Monday to Friday inclusive, with 8 hours worked for each of 19 days with 0.4 (0.8 after 1 April 2004) of an hour on each of those days accruing for a paid RDO. This shall be taken as a paid day off. The 0.4 of an hour (0.8 after 1 April 2004) accrual also applies on paid leave.

A RDO shall be taken as provided below:

Agreement shall be reached by the company and employees as to which day shall be taken as a RDO when such an entitlement is due. It is agreed a company roster system may apply. However, all employees with an RDO entitlement may use accruals for the Saturday and Industry agreed RDO's of the Public Holiday weekends stipulated in the House of Work clause above.

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

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

Any dispute arising from this clause shall be resolved through the dispute settlement procedure.

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

A new employee will be eligible for an RDO after achieving 7.6 (7.2 after 1 April 2004) hours RDO accrual.

When there is an agreed emergency or a special client need and subject to the agreement of applicable employees and the written agreement of the Secretary of the union, limited work may be carried out on the NO Work weekends and adjacent fixed RDO's unless impracticable. The

Company will give the union 48 hours notice of any such need for work so as to ensure appropriate consultation.

iii. Starting

Employees shall be at the nearest gang box or site sheds dressed and equipped and ready to commence work at the work start time.

14. Annual Leave

- i. Employees shall be eligible for 4 weeks annual leave on every anniversary of their employment.
- ii. The timing of annual leave will be at the discretion and direction of the Company.
- iii. Employees shall be able to accrue a maximum of six weeks annual leave.

15. 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 that rates under this Award, employees shall be paid at the higher hourly rate.

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

16. Site / Productivity Allowance

A productivity allowance of \$2.00 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. This allowance is to be paid on projects valued in excess of \$15M.

Apprentices employed by Kevin R Sheather (Northern) Pty Ltd shall receive a productivity amount of 50¢ per hour worked for the life of the agreement. This allowance is to be paid on projects valued in excess of \$15M

Site allowance will only be paid where contractual obligations exists. In such cases the productivity allowance will be absorbed into site allowance.

17. No Disadvantage

No employee shall suffer a reduction in pay as a result of the making of this Agreement. The components used to determine if any financial disadvantage has occurred are wage rates 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.

18. Initiatives to Improve Productivity

The performance indicators and targets are to be developed by the Consultative Committee and include:

- a.
 - i. Reductions in absenteeism, labour turnover, lost time, limitations and bans.

ii. Waste management: Employees shall assist in the implementation of waste management.

amount of rework

volume

number of defects

consumable usage/wastage rate measures

waiting time

damage or loss to tools and equipment

iii. Quality

number of non-conformance's

customer satisfaction

iv. Occupational Health and Safety

lost time frequency rates

severity rates

incidence rates

rehabilitation progress

v EFT

vi Commencing on 1 July'98 all pays will be Computerised, showing all rates, hours worked, and progressive totals of all items.

It is agreed that the Company is eligible to make payment of wages by Electronic Fund Transfer (EFT) All employees will nominate a Bank Account for this purpose.

b. Transfer of labour if a halt to productivity work accrues which is not the fault of the responsibility of the Company. The parties agree that labour can be relocated to other unaffected areas to continue productive work or other sites if work is available.

c. Quality Assurance

The Company is making a major investment of resources in obtaining certification to AS2990 and AS3901.

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 Contact with its customer. This requires the Company to establish and maintain, implement, to train and to continuously improve its procedures and processes and the employees to follow the procedures, document their compliance and participate in the improvement process.

d. Time Sheets

Each foreman or leading hand is responsible for the accurate and timely completion of time sheets and productivity records for employee's they are controlling.

e. Occupational Health and Safety

The Company is committed to provide a safe and healthy working environment in which our employees can work. The emphasis of this commitment is on identification of potential unsafe practices and the prevention of accidents and injury.

In order to maintain this commitment, the Company will provide resources, skills and training necessary to assist managers and employees to provide and maintain a high standard of Occupational Health and Safety within the Company. It is the policy of the Company that all operations are carried out in compliance with statutory requirements, established standards and the Company's principals and rules. Work will be planned so as to avoid foreseeable hazardous situations and conditions.

Managers and supervisors have the responsibility at all times to maintain a safe working environment, to ensure that safe working procedures are in place and

observed and to assist in the rehabilitation of injured employee's.

Employees have the responsibility at all times to maintain a safe working management of any potential hazards and to work in such a way that controls the risk of injury to themselves and other employees with whom they work. Such behaviour will be encouraged an employees will not be prejudiced by compliance.

The Company will ensure that a positive attitude to this process is developed in supervisors and management as well as in employees so that continuous improvements achieved in OH&S performance. Toolbox meetings and safety committees will be used as part of the mechanisms for this continuous improvement.

Employees also have the responsibility to wear protective clothing and/or equipment appropriate to the task at hand.

In event of an employee sustaining an injury at work, the Company supports the development of appropriate systems to sensitively manage injuries through rehabilitation programs that facilitate to earliest possible return to work.

All parties to this Award are committed to the provision and maintenance of a safe and healthy working environment. The parties shall ensure that there shall be strict compliance to all Acts and Regulations to ensure there is protection to all.

The parties recognised that safety education and safety programs are fundamental to the achievement of a safe and healthy working environment. The Company agrees to pay all costs associated with these courses, including time off if applicable.

f. Spread of Hours and Shiftwork: The spread of hours during which ordinary item is paid is extended beyond its current scope from 6.00am to 6.00pm. There will be provision for a 5.00am start by agreement during daylight saving.

On selected projects, where there is a need for variance to the normal hours of hours of work and/or shift work, and where the parties agree, the spread of hours and shift system will be simplified and tailor made to suit the individual workplace needs with provisions drafted in lieu of the current award.

g. Subcontractors:

- i. The Company will encourage subcontractors to have or be prepared to negotiate a Company Enterprise Agreement with their work force.
- ii. Where necessary, the Company will assist the subcontractor to develop Agreements.
- iii. The Company will take all reasonable measures to ensure persons employed on its sites comply with the relevant industry awards and Agreements.

- iv. The Company has a general commitment to employing its own labour; however, the Company reserves the right to employ legitimate Specialist Sub Contractors to carry out certain work in their projects.
- h. 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 taken on industry RDO days.

By agreement between the Company and an employee, RDO's may be banked. Records of each employee's RDO status will be kept by the Company and made available to the employee upon request at a mutually agreed time.

Employees must take the appropriate number of days off work when claiming payment of RDO accruals.

- i. Retrenchment/Termination

The parties to this Award accept that length of service can be an important consideration in determining retrenchments. The employee's accepts the principle length of serve should not necessarily be exclusive consideration, but one of a range of within the existing work force and changes in the operational direction of the Business.

19. Industry Standards

- a. Superannuation: It is a term of this Award that the Company will pay a minimum of the following contributions into a registered Superannuation scheme as nominated by the employee for each employee.

Upon signing of this agreement per Schedule A

All Superannuation contributions will be paid monthly as required by the trust deed.

The contribution rate shall be as required by the Superannuation Guarantee Legislation.

- b. Redundancy: It is the term of this agreement that the Company will pay a weekly contribution into an approved industry scheme for each employee per Schedule A.

or

Will pay an additional amount per Schedule A into each employee Superannuation Fund in lieu of Redundancy payments. (If employee requests this alternate payment). On Retrenchment the total amount paid into Superannuation Fund in lieu of amounts for Redundancy would be treated as Redundancy payment.

After Calculation, should any further redundancy payment be applicable it would be included with termination pay.

- c. Top-up Insurance: It is a term of the Award that immediately upon signing of this Award the Company will provide if not already in existence Top-Up/24 hour Insurance.
- d. Clothing: Employees after 152 hours employment with the Company will be supplied with;
 - 1. Five sets of clothing. A combination between 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 bases;

2. 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 bases.

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

20. Apprentices

Where the Company undertakes trade work, it will maintain a ratio of 1 to 5 (1 to 4 on government section sites) apprentices to trades people, with a minimum of 50% of trainee apprentices to the Company.

Superannuation for Apprentices: It is a term of this agreement that the Company will pay for apprentices Superannuation payments into the C+BUS Superannuation scheme in accordance with the following scale.

As prescribed by Superannuation Guarantee Levy until completion of their apprenticeship.

The Company has made a commitment to train more Apprentices/Trainees in future.

21. First Aid

The Company will fund the training of employees interested in obtaining their First Aid Certificate and pay an additional \$10.00 per week when they obtain a licence.

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 this 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. 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 / 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 of 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.

24. 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 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.

25. Nightshift

It is a term of the award that immediately upon signing of this award the Company will increase Night Shift allowance from 15% on hours worked to 30% of hours worked i.e.: 40 hours worked receive 52 hours pay.

26. Fares and Travelling Allowances

Employees will be paid an excess fare allowance as prescribed by Scheduled A per day where they have 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.

27. ETU Picnic Day

In accordance with picnic day provision, the Company shall require from an employee proof of picnic day attendance, i.e.: ETU ticket purchased before payment will be made for the day. A ticket purchased in relation to an alternative union picnic day is not sufficient for the purpose of payment.

Where possible no work shall be scheduled on the first Monday of December each year which is the Annual Building Industry Picnic Day.

28. Distant/Away Work

Where an employee is specifically requested to transfer to a distant site, they shall be entitled to living away allowances or the Company will pay for all accommodation and meal expenses.

All arrangements regarding distant sites shall be formalised in writing and witnessed by another employee. The selection of employees for away work shall be solely at the discretion of the Company.

29. Supplementary Labour

The parties agree that when necessary to met 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.

30. 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.

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

31. Union Dues

The payment of union fees directly to a union on behalf of employees shall at all times be at the sole discretion of the Company. The Company shall have sole prerogative as to whether any such arrangements are commenced, maintained or terminated at any time

Bargaining Agent, Service or other fees payable to a union or other third party, which do not have the individual employees' express written consent and authorisation, shall have no application under this Agreement.

The Company shall have no obligations in relation to the encouragement of unions amongst their employees.

All rights for union delegates and/or officials in the workplace or on worksites under the Parent Award shall have no application under this Agreement. Rights for union delegates and union officials in the workplace or on a worksite shall be solely in accordance with those rights for union delegates and/or officials under applicable legislation.

32. 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.

33. Motor Vehicles

General

It is an express condition of employment by the Company that all employees hold and/or maintain a current Australian Drivers licence. The Company, at its discretion, may terminate the employment of an employee who does not hold, loses or fails to maintain a current Australian Drivers licence where such an employee is required as part of his duties to hold such a licence.

A copy of each employee's current Australian Drivers licence must be forwarded by the individual employee(s) to the Company as requested.

A company vehicle (where applicable) will be provided for use during the performance of duties on behalf of the Company. Due to Australian Taxation Office requirements this vehicle is not permitted to be used for private purposes, other than driving to and from the first and last call of each day.

Drivers of Company vehicles are not to drive when they are unlicensed or when they are under the influence of alcohol or other drugs. Drivers will be subject to immediate dismissal should this occur.

A Fuel Card will be supplied for purchases of fuel and oil only. All docketts are to be received by the Company by Wednesday following the date of purchase.

All alterations are to be made to the Company vehicle without the express permission of the Company.

Maintenance

The vehicle is to be kept clean and serviced. Maintenance is to be carried out in accordance with the Log Book or as recommended by the selling dealer during the Warranty period or the garage nominated by the Company.

Traffic Infringement

It is the driver's responsibility to operate and park the Company vehicle in a legal manner. The driver of the vehicle will be responsible for the payment of any traffic infringements incurred.

If a company vehicle is involved in an infringement whereby the driver is not identified (e.g. speed or red light camera), it will be referred to the employee to whom the vehicle is assigned. For this reason no other person would be permitted to drive the vehicle. In the unavoidable event that another person be required to drive the vehicle, such use should be noted and is the responsibility of the individual to whom the vehicle is assigned.

No person other than an employee of the Company shall be permitted to drive the vehicle, without the express permission of the Company.

Vehicle Accidents

Where a company vehicle is involved in an accident and the driver proven to be at fault, that driver may be responsible for the payment of any non-recoverable insurance excess payments.

34. Smoking

Smoking is not allowed within the confines or the premises of clients/ customers or in any company vehicles.

35. Overpayment Reimbursement to Company from Employee

An employee(s) agrees to reimburse the Company for any overpayment of wages made to the Employee in error by the Company.

Upon written notification of an overpayment to the employee(s), an employee(s) authorises the Company to deduct from any wages or any other entitlements payable, or owing to the employee(s) on termination, any overpayments made in error to the employee by the Company.

Any disputes in relation to this clause shall be dealt with in accordance with Clause 11 Dispute/ Settlement Procedure of this Agreement.

36. 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 required 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.

37. 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.

38. Renewal of Agreement

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

39. Signatories

- 1. Signed for and on behalf of Kevin R Sheather (Northern) Pty Ltd

Signed: Witness:

B. Klimowicz.....

Date Date 11.5.04

Signed: Witness:

Bryan John Quinn..... Date: 11.5.04

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

Signed: Witness: H. Michaelides.....

Bernie Riordan..... JP 9800214.....

Date 17.5.04

3. Signed for and on behalf of the Employees' of Kevin R Sheather (Northern) Pty Ltd

Signed: Witness:
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Date: 11.5.04

Signed: R Baker..... Witness:
.....

Date: 12.5.04

Signed: Witness:
.....

Date: 12.5.04

Signed: Witness:
13.5.04.....

Date:

Signed: Witness:
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Date:

Signed: Witness:
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Date:

Signed: Witness:
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Signed: Witness:
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Date: