

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/157

**TITLE: Stowe Australia Sydney Western Division Enterprise Bargaining Agreement 2006**

**I.R.C. NO:** IRC6/1754

**DATE APPROVED/COMMENCEMENT:** 24 March 2006 / 24 March 2006

**TERM:** 31

**NEW AGREEMENT OR  
VARIATION:** Replaces EA05/328.

**GAZETTAL REFERENCE:** 5 June 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 11

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all Division employees employed by Stowe Australia Pty Ltd, located at 10-12 Clyde Street, Rydalmere NSW 2116, who are engaged upon work within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

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

# Stowe Australia Sydney Western Division

## Enterprise Bargaining Agreement 2005

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# Stowe Australia Sydney Western Division Enterprise Bargaining Agreement 2005

## 1. Introduction

This Agreement has been jointly developed by Stowe Australia Pty Ltd, and its Sydney Western Division employees with the purpose of developing and implementing workplace reform strategies so as to produce an environment aimed directly at improving the competitiveness of the Division 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 Stowe Australia Sydney Western Division Enterprise Agreement 2005.

## 3. Definitions

For the Purpose of this Agreement:

- "Agreement" means this Enterprise Agreement.
- "Company" means Stowe Australia Pty Ltd ABN No.27 002 556 603
- "Employee" means an employee of the Company Division performing work within the scope of this Agreement.
- "Parent Award " means the Electrical Electronic and Communication Contracting Industry (State) Award.
- "Union " means the Electrical Trades Union of Australia, New South Wales Branch

## 4. Objectives

The parties to this Agreement are committed to the following shared objectives:

- To ensure customer satisfaction in the provision of services.
- Increasing the competitiveness, productivity, efficiency and flexibility of the Company and its workforce.
- Creating a co-operative, safe and productive environment on the Company's projects.
- Continuing the development of more flexible, efficient and adaptable management and work practices by allowing employees the choice of increased leisure time under the flexible 36 hour week/RDO arrangements establishing and developing better and more effective communication and consultation between the Company and employees.
- To foster a commitment to the Company's Quality Management System
- Improving job security and the working environment.
- To provide for the use of the full range of skills and knowledge held by employees.
- To implement a training skills enhancement program consistent with the provisions of the Parent Award and this Agreement for all employees.
- To substantially reduce disputation and eliminate lost time due to disputation.

## 5. Parties Bound

This Agreement shall be binding upon:

- i) Stowe Australia Pty Ltd, Sydney Western Division and
- ii) All Sydney Western Division employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award.

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

## **6. Application of Agreement**

If the Company has secured work outside of the County of Cumberland, an employee who normally works within the County of Cumberland may be offered work at that location at the rates that apply for that area and if applicable, taking into account Clause 27 Distant Work

Where there is any inconsistency between this Agreement and the Parent Award, the Agreement shall prevail to the extent of the inconsistency. However Clause 8.2.2 and Clause 13.2 of the Parent Award shall not apply for the purposes of this Agreement.

## **7. Date of Operation**

This Agreement shall come into operation from the date of registration and remain in force until 30 October 2008.

## **8. No Extra Claims**

The Employees 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 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 this Agreement.

## **9. Not to be used as a precedent**

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other State, Territory, Division, Plant or Enterprise.

## **10. Conditions of Employment**

- It is a term and condition of employment and of the obligations and rights occurring under this Agreement, that an employee:
  - i) properly use and maintain all appropriate protective clothing and tools and equipment supplied by the Company for specified circumstances; and
  - ii) use any technology and perform any duties which are within the limits of the employee's skill, competence and training; and
  - iii) Understand that termination of employment will be based on job requirements and skills and that the principle of "last on - first off" will not apply. It is the needs and requirements of the Company, together with the efforts, skills and abilities of the employee which will be the determining factors regarding the retrenchment of employees.; 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
- 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.
- The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.

## 11. Anti Discrimination

- i) It is the intention of the parties 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 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.
  - iii) 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.
- 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

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.

## 12 Dispute Settlement Procedure

The parties agree that one of the fundamental objectives of this Agreement is to eliminate lost time in the event of a dispute. Further that it is in the best interests of both parties to achieve prompt resolution of disputes.

The most effective procedure to achieve this, is for the responsibility for resolution to remain as close to the source as is possible, it is with this uppermost in mind that the parties agree to strictly adhere to the dispute settlement procedure as follows:

- (a) 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 (where appropriate).
  - (iii) Reasonable time limits must be allowed for discussions at each level of authority.
  - (iv) If the dispute is not resolved in discussions, the Company must provide a response to the employee's grievance, including reasons for not implementing any proposed remedy.
  - (v) While this procedure is being followed, normal work must continue.

- (vi) The employee may be represented by an industrial organisation of employees that is entitled to represent the employee's industrial interests.
  - (vii) In the absence of agreement, either party may refer the matter to the appropriate Industrial Relations Commission for conciliation.
  - (viii) The Industrial Relations Commission may only arbitrate a dispute in respect of this Agreement where the Company agrees.
- (b) Procedure for a dispute between the 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 (where appropriate).
  - (ii) Reasonable time limits must be allowed for discussions at each level of authority.
  - (iii) While this 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 appropriate Industrial Relations Commission for conciliation.
  - (vi) The Industrial Relations Commission may only arbitrate a dispute in respect of this Agreement where the Company agrees.

### **13. Consultative mechanism**

The parties agree that a precondition for the effective operation of the Agreement is the establishment of consultative mechanisms within the Division. 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 consult, develop, recommend and assist to implement strategies and measures designed to achieve the objectives outlined under Clause 4 of this Agreement.

### **14. 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 the 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 in hours of work will include the impact on efficiency operational and project requirements, productivity and quality of life.

The parameters for ordinary hours for the purpose of this agreement shall be an average of 36 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.

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 in accordance with clause 22.6 of the Parent Award.

Unless varied as allowed above, in general employees shall work 8 hour days (40 hour week's ) and accrue 4 hours per week to achieve 2 rostered days off per 4 week cycle. It is recognised that not all staff may want 2 rostered days off per month and provision is made under Clause 15. For the employee to have discretion whether these rostered days off are taken each month, banked for future use or paid out at a time to suit the employee .

### **15. Rostered Days Off**

With the 36 hour week employees accrue 2 rostered days off per month. The parties agree to balance flexibility with certainty with regard to the use of this RDO accrual.

RDO's are usually taken at a time mutually agreed between the employee and Company, however:-

- The employee must take an RDO if his work site is closed for an industry RDO (this particularly affects Construction Sites on Industry Lockdown weekends)
- Personal Weekends, each employee may nominate at least 3 months in advance up to six (6) RDO's per year for which no Company Agreement is required to create his/her own family Personal Weekends – these may need to be subject to a roster system to ensure a minimum staff coverage level is maintained. Industry Lock Down weekends count as Personal weekends.

RDO's may be paid out if requested by the employee only on Lockdown or Personal weekends. When RDO's are paid out, they shall be paid at ordinary time rates of pay. RDO's may be banked for future use only up to a maximum of 10 days.

### **16. Wages**

Wage rates for employees shall be as prescribed in Schedule A. These wage rates are effective from the first pay period starting on or after dates specified in Schedule A.

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

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

### **17. Site Allowances**

Site Allowances will be paid in lieu of Award disability allowances (except multistory allowance) only when specified in an industrial instrument certified or registered under the Workplace Relations Act or otherwise approved under relevant State legislation.

### **18. No Disadvantage**

No employee shall suffer a reduction in hourly All Purpose pay rates as a result of the making of this Agreement.

### **19. Superannuation**

All superannuation contributions will be paid monthly at the contribution rate required by the Superannuation Guarantee Legislation. Higher contribution rates may be made by salary sacrifice if specified in writing by the employee.

Employees may choose to have their contributions paid into any complying superannuation fund of their choice providing the fund meets all appropriate Legislation. If existing employees do not notify a change to a new fund, their contributions will continue to be paid into their existing superannuation

fund. New employees who do not nominate a fund will have their contributions paid into the CBUS (Default) Superannuation Fund.

Employees may elect to change funds a maximum of once in each 12 months.

## **20. Redundancy**

- a) Redundancy will be paid strictly according to the provisions of the Parent Award, with the exception that the Parent Award shall apply notwithstanding that employment is terminated by the Company due to the ordinary and customary turnover of labour.
- b) The Company will make contributions to MERT on behalf of employees (other than apprentices and trainees) the total rate of \$75 per week worked (the "contributions"). This contribution rate of \$75 per week worked shall be fixed for the life of this agreement. Contributions shall be made for all weeks worked and all periods of authorized paid leave.
- c) Where an employee is terminated for redundancy, he or she shall only receive under paragraphs 11.4.1, 11.4.2 and 11.4.9 of the Parent Award the difference between the redundancy pay specified in that sub clause and the amount of the notice and the severance benefit he or she receives which is attributable to that employer's contributions for the relevant period of service. If the employer's contribution is greater than the amounts due to the employee under subclasses 11.4.1, 11.4.2 and 11.4.9 of the Parent Award then the employee shall receive no payment under those subclasses.

## **21. Top Up**

It is a term of the Agreement the Company will pay Top-up/24 Hour Employee Insurance under a relevant scheme from the date of agreement.

## **22. Clothing**

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

- i) Two sets of shorts, overalls or trousers and shirts, or any combination of clothing as agreed between the employees and the Company which shall be replaced on a fair wear and tear basis;
- ii) Safety boots will be provided on commencement of employment and replaced on a fair wear and tear basis.
- iii) 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.

## **23. Transfer of Labour**

If a halt to productive work occurs which is not the fault or the responsibility of the Company, the parties agree that employees can be relocated to other unaffected areas to continue productive work or to other sites if work is available. Provided that employees will continue to be paid in accordance with this Agreement during such a temporary transfer.

## **24. Skills 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:

- i) Developing a more highly skilled and flexible workforce.



- ii) 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.

## **25. Employee Representatives**

The Company shall respect any duly appointed employee representatives in their workplace and allow them when ever necessary, to take reasonable steps to deal with industrial issues in the workplace, in an attempt to prevent the dispute from escalating.

## **26. Wet Weather**

In the event of wet weather, work in the open will continue until the particular work in hand can no longer be done safely and efficiently.

Whilst it is raining, employees will be required to:

- Continue to work under cover or relocate to alternative work under cover, on site.
- Obtain materials and services for employees working under cover where there is only minimal exposure to inclement weather.
- When required, perform emergency and safety work. In addition, work on unexpected breakdowns, which can be corrected in limited time duration.

Should a portion of the project be affected by wet weather, all other employees not so affected shall continue working in accordance with award conditions, regardless that some employees may be entitled to cease work due to wet weather.

If a halt to productive work occurs due to inclement weather, the parties agree that employees may be relocated to other unaffected sites.

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

## **27. Payment of Wages**

Wages will be paid weekly by electronic funds transfer (EFT). The employer shall comply with all provisions in relation to the keeping of time and wage records and production of pay slips in accordance with the Industrial Relations Act 1996.

Each employee is responsible for the accurate and timely completion and provision of time sheets and production records.

## **28. Travelling time and Fares**

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

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

### **29. Distant/ Away Work**

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

Where an employee is specifically requested to transfer to a distant site, they shall be entitled to living away allowances.

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

### **30. Adult Apprentices**

For the purpose of this Agreement an Adult Apprentice is defined as a person over the age of 21 at the time of commencing his/her Apprenticeship. Adult apprentices shall be paid at the rates specified in Schedule 1.

### **31. Payroll Deductions**

The Company agrees to continue its long standing policy of making payroll deductions at the request of the employee for Medical Benefits Funds, salary sacrifice superannuation contributions and other contributions related to their employment in the Electrical Contracting Industry.

### **32. Picnic Day**

All Division employees (whether Union members or not) will be granted a days paid leave in accordance with the Award Picnic Day provisions

### **33. Tools**

The parties agree that a necessary precondition for a productive an efficient workforce is to ensure that employees provide and maintain and an adequate kit of tools.

In circumstances where the employees are required to supply their own tools and have them stolen, in the circumstances described in Clause 5 of the Award they shall be compensated to a maximum of \$1,000.00.

### **34. 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.

### **35. 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.

### **36. Profit Sharing Agreement**

The employees covered by this Agreement will participate with other employees of this Division in a Profit Sharing Scheme. Under this Scheme 30% of the pre-tax annual profit of the Division will be



## **SCHEDULE B - STOWE AUSTRALIA SYDNEY WESTERN DIVISION PROFIT SHARING AGREEMENT**

The details of the Agreement are:

- Thirty (30) percent of the pre-tax annual profit of the Sydney Western Division will be distributed amongst eligible division employees in proportion to their all purpose rate of pay. Eligible employees excludes Apprentices but includes other Division staff outside the scope of this Enterprise Agreement.

The profit share can be taken as a lump sum payment (less tax and compulsory 9% superannuation) or an additional superannuation payment.

There is a 3 month continuous service with the Company qualifying period before being eligible to join the Agreement. Financial participation in the benefits will be calculated from the date of joining the Agreement.

- The Profit Share is paid in September based on the Company's audited accounts for the financial year ending 30th June. If a Division incurs losses in a particular year, these losses shall be carried forward in determining future years profit share distributions.
- Employees will receive:

<i>No Profit Share</i>	if they are invited to join the Agreement but resign or are dismissed for poor performance or misconduct before 30 <sup>th</sup> June.
<i>Pro-rata Profit Share</i>	if they join the Profit Sharing Agreement part way through the year, are made redundant or are absent on unpaid leave for an extended period. In the event of redundancy, profit share shall be paid less any redundancy payment from the Company or MERT Fund.
<i>Full Profit Share</i>	If they are eligible members of the Agreement and work the whole year.

The Company reserves the right to alter or abandon the Profit Sharing Agreement if this Enterprise Agreement is altered or not adhered to in any way.