

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/223

**TITLE: Jones & Gray Electrical Pty Ltd Enterprise Agreement
2003/2005**

I.R.C. NO: IRC3/4757

DATE APPROVED/COMMENCEMENT: 11 September 2003

TERM: 27

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/262

GAZETTAL REFERENCE: 5 December 2003

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of the Company engaged in any of the classifications, industries and callings as specified in the Parent Award, namely the Electrical Electronic and Communications Contracting Industry (State) Award.

PARTIES: Jones & Gray Electrical Proprietary Limited -&- the Electrical Trades Union of Australia, New South Wales Branch

JONES & GRAY ELECTRICAL PTY LTD ENTERPRISE AGREEMENT 2003/2005

Clause No.	Subject Matter
1.	Introduction
2.	Title
3.	Definitions
4.	Objectives
5.	Parties Bound
6.	Application Of Agreement
7.	Date & Period Of Operation
8.	No Extra Claims
9.	Not To Be Used As A Precedent
10.	Conditions Of Employment
11.	Dispute Settlement Procedure
12.	Consultative Mechanism
13.	Hours Of Work
14.	Wages
15.	Site/Productivity Allowance
16.	No Disadvantage
17.	Superannuation
18.	Redundancy
19.	Top-Up/ 24 Hr Protection Insurance
20.	Clothing
21.	Transfer Of Labour
22.	Skill Development
23.	Anti Discrimination
24.	Wet Weather
25.	Payment Of Wages
26.	Fares And Travelling Allowances
27.	ETU Picnic Day
28.	Distant / Away Work
29.	Supplementary Labour
30.	Group Training Companies
31.	Union Encouragement And Union Dues
32.	Tools
33.	Quality Assurance
34.	Classifications
35.	Renewal Of Agreement
36.	Signatories

Schedule A

JONES & GRAY ELECTRICAL PTY LTD ENTERPRISE AGREEMENT 2003/2005.

1. Introduction

This Agreement has been jointly developed by Jones & Gray Electrical Pty Ltd, its employees and the Electrical Trades Union of Australia, New South Wales Branch with the purpose of developing and implementing workplace reform strategies so as to produce a continuous improvement environment aimed directly at

improving the competitiveness of the Company within the marketplace, thus delivering projects on time and within budget along with job satisfaction and security for employees.

2. Title

This Agreement shall be known as the Jones & Gray Electrical Pty Ltd Enterprise Agreement 2003/2005.

3. Definitions

For the purpose of this Agreement:

"Agreement" means this Enterprise Agreement.

"Company" means Jones & Gray Electrical Pty Ltd (ACN..)
(ABN..)

"Construction Work" has the same definition as contained in the Parent Award.

"County of Cumberland" as defined

"Employee" means an employee of the Company performing work within the scope of this Agreement.

"Parent Award" means the Electrical, Electronic and Communications 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.

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:

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

6. Application of Agreement

This Agreement applies to the Jones & Gray Electrical Pty Ltd in respect to all employees who are engaged pursuant to the Parent Award and who are engaged upon construction work within the Newcastle, Hunter and Central Coast Regions.

If Jones & Gray Electrical Pty Ltd has secured work outside of these Regions, any employee who normally works within these Regions:

- (a) Will be paid at the rates outlined in this agreement if specifically requested by the Jones & Gray Electrical Pty Ltd to work on that site.
- (b) 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.
- (c) May determine that redundancy would be more appropriate.
- (d) It is agreed that all work done in the "County of Cumberland" will be under the Sydney agreements.

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

7. Date and Period of Operation

This Agreement shall come into operation from the date of certification and remain in force until 31 December 2005.

The parties to this Agreement shall continuously monitor the application of the Agreement via a Consultative Committee.

8. No Extra Claims

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

9. Not to Be Used as a Precedent

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

10. Conditions of Employment

- (a) It is a term and condition of employment and of the obligations and rights occurring under this Agreement, that an employee:

- (i) properly use and maintain all appropriate protective clothing and tools and equipment supplied by Jones & Gray Electrical Pty Ltd 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 Jones & Gray Electrical Pty Ltd, together with the efforts, skills and abilities of the employee which will be the determining factors regarding the retrenchment of employees. However, where efforts, skills and abilities are equal then seniority shall take precedence; and
 - (iv) maintain commitment to, and comply with the Jones & Gray Electrical Pty Ltd directions (consistent with the objectives of the Agreement) with respect to, safety, quality, site cleanliness and waste management; and
 - (v) provide and maintain an adequate kit of tools in accordance with Parent Award requirements; and
 - (vi) be committed to the objectives in Clause 4 of this Agreement
- (b) All new employees (other than casual) will be engaged on the basis of a 3 month probationary period, which shall count as service. Jones & Gray Electrical Pty Ltd reserves the right to terminate a probationary employee at any time during this 3 month period subject to a week's notice or payment in lieu thereof.
- (c) Jones & Gray Electrical Pty Ltd's right to employ persons on a specified task and/or specified period basis is acknowledged.

11. Dispute Settlement Procedure

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

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

- (a) The employee/s or accredited employees representative wishing to raise any matter affecting the employee/s shall:
 - (i) initially raise the matter with the employee/s immediate supervisor/foreperson. If agreement is not reached at this level, the employee/s or representatives shall, then:
 - (ii) raise the matter with the Company Manager or his representative. If agreement is not reached at this level and an employee representative has been involved, the employee representative will then;
 - (iii) be provided with telephone facilities to speak to an official of the Union and request representation at a further conference to be held at a date and time mutually acceptable.
- (b) Should negotiations as prescribed in (a) above fail, the matter (where appropriate) shall be referred to the National Electrical Contractors Association and the State Secretary of the Union within five working days, at which level a conference of the parties shall be convened without delay.
- (c) In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of New South Wales for resolution by conciliation and/or arbitration.

- (d) Whilst the above procedure is being affected, work shall continue normally.
- (e) All recommendations, orders and/or directions of the Industrial Relations Commission of New South Wales shall be strictly observed by all parties subject to the industrial rights of the parties.

12. Consultative Mechanism

The parties agree that a precondition for the effective operation of the Agreement is the establishment of consultative mechanisms with Jones & Gray Electrical Pty Ltd.

To this end, a Consultative Committee, comprising of Company appointed representatives and employee elected representatives shall be established and maintained. Officers of the Union shall have a standing invitation to attend any such meeting. The purpose of the Consultative Committee shall be to consult, develop, recommend and assist to implement strategies and measures designed to achieve the objectives outlined under Clause 4 of this Agreement.

13. Hours of Work

The parties agree that the current working arrangements for hours of work provisions (including, but not limited to, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered during the life of this Agreement following consultation and agreement between the Company and the majority of affected site personnel so as to provide greater flexibility and to meet project and/or shift work or operational requirements.

The criteria that will be used in assessing the desirability of proposed changes to hours of work will include the impact on efficiency, operational and project requirements, productivity, quality and quality of life.

The parameters for ordinary hours for the purpose of this Agreement shall be an average of 38 hours per week and shall be between 6:00am and 6:00pm on any or all of the days Monday to Friday. The ordinary hours of work shall be worked continuously except for meal breaks. Different methods of implementation of the hours of work may be applied to various groups or sections of employees by agreement.

Staggered starting and finishing times may be introduced by agreement with employees at the site to help overcome any problems or potential delays. As a consequence, breaks taken during the course of the day shall also be staggered.

An employee's weekly ordinary hours of work can consist of both day work and shift work, provided that the appropriate shift allowance is paid for any shift work in accordance with sub clause 22.6 of the Parent Award.

Shift Work

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

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

The parties agree to increased flexibility with regard to the taking of RDO's. RDO's may be rescheduled or staggered over the work cycle rather than on industry RDO days.

By agreement between Jones & Gray Electrical Pty Ltd and an employee, RDO's may be banked to a maximum of five (5). Records of each employee's RDO status will be kept by the Company and made available to the employee upon request.

Starting

Employees shall be at the nearest gang box or site shed dressed and equipped and ready to commence work at the work start time. Wash up time shall occur at finish time.

Meal Break

Employees shall be entitled to one- 40 minute meal break during an ordinary eight (8) hour day between 11:00 am and 1:30 pm. Changes to this arrangement will be through clause 12 "Consultative Committee". Water and/or thermos will be allowed at work location.

14. Wages

Wages rates for employees shall be as prescribed in Schedule A. These wage rates are effective from the dates specified in Schedule A.

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

Expense related allowances, including excess Fares and Travel, will be paid in accordance with the Parent Award and varied as the Parent Award is varied.

15. Site/Project Allowance

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

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

16. No Disadvantage

No employee shall suffer a reduction in pay as a result of the making of this Agreement. The components used to determine if any financial disadvantage has occurred are wage rates, productivity allowance and excess fares and travel time only. Site allowance, superannuation, redundancy and top-up/24 hour employee insurance contributions will not form part of an employee's income. Further, this assessment will be based on an ordinary 38- hour working week and no overtime shall be taken into account.

17. Superannuation

Jones & Gray Electrical Pty Ltd will pay superannuation contributions into either the NESS Superannuation Scheme, C+Bus Superannuation Fund or other agreed fund for each employee.

It is hereby agreed that either of those superannuation funds will be the sole fund utilised under this Agreement. The contribution rate shall be as required by the Superannuation Guarantee Legislation, provided that the weekly minimum contribution for all employees, except apprentices and trainees, will be \$60.00 per week worked.

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

18. Redundancy

Redundancy will be paid strictly according to the provisions of the Electrical Contracting Industry Redundancy and Technological Change (State) Award with the exception that this Agreement shall apply to all employees notwithstanding that employment is terminated by the Company due to the ordinary and customary turnover of labour.

Upon commencement of this agreement, Jones & Gray Electrical Pty Ltd will make contributions to either the Mechanical Electrical Redundancy Trust (MERT) or the Australian Construction Industry Redundancy Trust (ACIRT) on behalf of employees (other than apprentices and trainees) at the following rates:

From 1st July 2003, at the rate of \$20.00 per week

From 1st June 2004, at the rate of \$25.00 per week

From 1st June 2005, at the rate of \$30.00 per week

The Employee will be entitled to a Redundancy benefit for each week of service with the Company being the greatest of the following amounts:

- (a) the amount to be contributed to MERT or ACIRT in accordance with this agreement; or
- (b) the amount contributed by the Employer to MERT or ACIRT; or
- (c) the amount prescribed by the relevant Industrial Award; or
- (d) the amount prescribed or awarded by the relevant Industrial Relations Commission.

The amount of contributions paid to the MERT or ACIRT under paragraph (b) shall be set off against any entitlement under paragraph (a), (c) or (d).

The contribution shall be paid monthly into MERT or ACIRT, in accordance with the requirements of MERT or ACIRT.

18. Redundancy Continued

MERT shall be the fund utilised under this Agreement, unless payments into MERT are to attract fringe benefits taxation liability. If MERT payments are to attract fringe benefits taxation liability, ACIRT shall be the fund utilised under this agreement.

19. Top-Up/24 Hour Income Accident Protection Insurance

It is a term of the Agreement that Jones & Gray Electrical Pty Ltd will only pay Top-Up/24 Hour Employee Insurance under the Wage Cover scheme or other Union agreed scheme where they have an obligation under a project/site agreement to have income protection.

20. Clothing

Employees after 152 hours employment with Jones & Gray Electrical Pty Ltd will be supplied with:

- (a) Two sets of shorts, overalls or trousers bib and brace, or any combination of clothing as agreed between the employees and Jones & Gray Electrical Pty Ltd which shall be replaced on a fair wear and tear basis;

- (b) Safety boots will be provided on commencement of employment and replaced on a fair wear and tear basis.
- (c) A jumper, or in the case of employees engaged upon construction work, a bluey jacket, which shall be replaced on a fair wear and tear basis.
- (d) If an employee leaves before 3 months they shall pay the company a pro-rata amount for the cost of the clothing.
 - (1) after one (1) months - 33% owned
 - (2) after two (2) months - 66% owned
 - (3) after three (3) months - 100% owned

21. Transfer of Labour

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

22. Skill Development

Jones & Gray Electrical Pty Ltd acknowledges the changing pace of technology in the electrical contracting industry and the need for employees to understand those changes and have the necessary skill requirements to keep the Company at the forefront of the industry.

The Parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) Developing a more highly skilled and flexible workforce
- (b) Providing employees with career opportunities through appropriate training to acquire the additional skills as required by the Jones & Gray Electrical Pty Ltd.

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, material 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 victimize 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 of 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 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.

25. 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.

26. Fares and Travelling Allowances

Employees will be paid fares and travelling allowances as prescribed in the parent award.

27. Etu Picnic Day

In accordance with picnic day provision Jones & Gray Electrical Pty Ltd shall require from an employee proof of picnic day attendance, ie: ETU ticket purchase before payment will be made for the day. A ticket purchased in relation to an alternative union picnic day is not sufficient for the 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 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 Jones & Gray Electrical Pty Ltd.

29. Supplementary Labour

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

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

the Group Training Company shall be notified if a site allowance/project allowance is payable.

31. Union Encouragement and Union Dues

31.1 Jones & Gray Electrical Pty Ltd recognises that the union is the body representing all employees covered by this Agreement. The company agrees to:

31.1.1 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.

31.1.2 Provide facilities for payroll deductions for union membership fees.

31.1.3 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.

31.1.4 Provide the union delegate with resources as required, ie: telephone, facsimilie, photocopying etc., to assist in the consultative process associated with the company's business.

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. A tool list is being compiled by the consultative committee to also include a battery drill. The details will be finalised in a consultative process via the committee.

33. 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.

34. 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.

35. Renewal of Agreement

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

36. Signatories

Signed for and on behalf of Jones & Gray Electrical Pty Ltd.

Signature Date

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

Signature Date

SCHEDULE A

Rates applying from the first pay period on or after 1st July 2003

Classification	1st July 2003	1st Jan 2004	1st June 2004	1st Jan 2005	1st June 2005
Grade 1	15.66	15.92	16.19	16.46	16.73
Grade 2	16.48	16.76	17.04	17.32	17.61

Grade 3	17.28	17.57	17.86	18.16	18.46
Grade 4	18.10	18.40	18.71	19.02	19.34
Grade 5	19.38	19.70	20.03	20.37	20.71
Grade 5	19.77	20.10	20.44	20.78	21.13
Grade 5	20.11	20.45	20.79	21.14	21.49
Grade 6	21.12	21.47	21.47	22.20	22.57
Grade 7	22.17	22.54	22.92	23.30	23.69
Grade 8	23.27	23.66	24.06	24.46	24.87
Grade 9	24.44	24.85	25.27	25.69	26.12
Grade 10	25.66	26.09	26.53	26.98	27.43
Apprentices					
Indentured 1st Yr	8.05	8.18	8.31	8.45	8.59
Indentured 2nd Yr	10.80	10.98	11.16	11.34	11.53
Indentured 3rd Yr	15.03	15.28	15.53	15.79	16.05
Indentured 4th	17.62	17.91	18.21	18.51	18.82
Trainee 1st Yr	9.09	9.24	9.39	9.54	9.70
Trainee 2nd Yr	12.07	12.27	12.47	12.68	12.89
Trainee 3rd Yr	16.46	16.73	17.01	17.29	17.58
Trainee 4th Yr	18.02	18.32	18.63	18.94	19.26

Fares and Travel and Other Allowances as per Award.