

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/52**

**TITLE: Torney & Allen Pty Ltd (NSW) Agreement**

**I.R.C. NO: 98/6022**

**DATE APPROVED/COMMENCEMENT: Approved - 8 February 1999 commenced - 1 July 1998**

**TERM: 12 months and 1 day**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

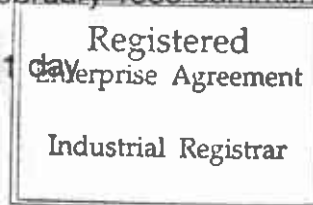
**DATE TERMINATED:**

**NUMBER OF PAGES: 12**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: applies to employees engaged in respect of Torney & Allen Pty Ltd in any occupations specified in the Electrical Contracting Industry (State) Award 1992**

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



**1 TITLE**

This Agreement shall be known as the:

***"TORNEY & ALLEN PTY LTD (NSW) AGREEMENT"***

**2 APPLICATION AND INCIDENCE OF AGREEMENT**

- a) This Agreement shall apply to TORNEY & ALLEN PTY LTD, in respect of all TORNEY & ALLEN PTY LTD Employees engaged in any occupations specified in the Electrical Contracting Industry (State) Award 1992.

This Agreement shall be read and interpreted wholly in conjunction with the Electrical Contracting Industry (State) Award 1992 provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of the inconsistency.

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**3 DEFINITIONS**

For the purpose of this Agreement

- a) "Agreement" means this Enterprise Agreement.  
b) "Award" means the Electrical Contracting Industry (State) Award.  
c) "Company" means TORNEY & ALLEN PTY LTD.  
d) "Employer" means TORNEY & ALLEN PTY LTD.  
e) "Employee" means an Employee of the Company performing work within the scope of this Agreement.  
f) "Union" means the Electrical Trades Union of Australia, New South Wales Branch.

**4 PARTIES & PERSONS BOUND**

This Agreement shall be binding upon :-

- a) TORNEY & ALLEN PTY LTD.  
b) The Employees of TORNEY & ALLEN PTY LTD, whether members of the organisations of Employees listed in this clause or not.  
c) Electrical Trades Union of Australia, New South Wales Branch.

**5 DURATION OF AGREEMENT**

This Agreement shall come into operation from the 1st of July 1998 and will remain in force until the 1st of July 1999. The agreement shall be ratified by the Industrial Relations Commission.

- 6 The parties to this Agreement shall continuously monitor the application of the Agreement via the consultative committee.

7 **OBJECTIVES**

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

- a) Increase the efficiency, competitiveness, productivity, viability and flexibility of the Company by the effective utilisation of the skill and commitment of both the Company and Employees.
- b) Ensure customer satisfaction in the provision of goods and services.
- c) Creating a co-operative, safe and productive working environment.
- d) Continuing the development of a more flexible, efficient and adaptable management and work practices.
- e) Foster a commitment to the companies Quality Management System.
- f) Establishing performance indicators so as to measure the performance and to identify ways of achieving real and lasting improvements in productivity, efficiency and flexibility.
- g) Provide for the use of the full range of skills and knowledge held by Employees.
- h) Implement a training skills enhancement programme consistent with the provisions of the Award and this Agreement for all Employees.
- i) Substantially reduce and eliminate lost time and re-work.
- j) Establish and maintain effective communication within the Company between management and the Employees, via a Consultative Committee.
- k) Ensure that the measures contained in this Agreement lead to real gains in productivity.

The parties agree that if, following a review of this Agreement by the parties and the Consultative Committee, that this Agreement places and continues to place TORNEY & ALLEN PTY LTD or the EMPLOYEES at a disadvantage, and productivity and flexibility have not improved then TORNEY & ALLEN PTY LTD or the Employees have the option of reverting to work under the Electrical Contracting Industry (State) Award 1992.

8 **CONTRACT OF EMPLOYMENT**

It is a term and condition of employment and the obligations and rights occurring under this Agreement, that an Employee:

- a) To become entitled to payment of the wages described 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 for the employer to best meet the Company's contractual obligations.

- b) Comply with any request of the Company to work reasonable overtime in excess of the ordinary hours at any time during the seven days of the week at the appropriate remuneration prescribed herein.
- c) Properly use and maintain all appropriate protective clothing, equipment and vehicles provided for use by the Company.
- d) Use any technology and perform any duties which are within the limits of the Employee's skill, competence and training.
- e) It is agreed that seniority or last on, first off systems shall not apply with regard to termination of employment. Rather the Attitude, efforts, skills and abilities of Employees and the operational needs and requirements of the Company shall be the determining factors.

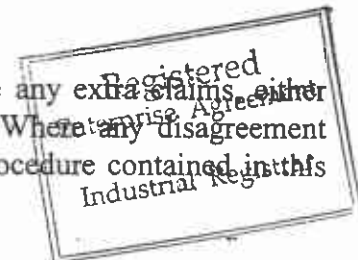
The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.

It is further agreed between the parties that all past practices, Agreements and precedents be replaced by this Agreement.

The consultative committee shall continually monitor the development of the Enterprise Agreement and shall review the effect of this Agreement on its expiration.

**9 NO EXTRA CLAIMS**

The parties listed above agree that they will not pursue any extra claims, either Award or Over-Award for the life of this Agreement. Where any disagreement arises, the parties shall follow the dispute settlement procedure contained in this Agreement.



**10 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.

**11 CLASSIFICATION STRUCTURE**

In the event that the parties to the Award reach an industry wide Agreement on the implementation of the Award classification structure and the skills required for reclassification under that structure (or any particular grade), then it is hereby agreed that only Employees on projects tendered after the date of the industry wide Agreement will be subject to the reclassification rate if applicable.

**12 ELECTRONIC FUNDS TRANSFER**

The parties agree that all Employees will be paid via the Electronic Fund Transfer facility when or if the Company adapts the procedure.

### 13 QUALITY ASSURANCE

It is understood that QUALITY ASSURANCE is a key factor to ensure that TORNEY & ALLEN PTY LTD becomes a more competitive and efficient enterprise. The parties are therefore committed to the continuation and maintenance of the TORNEY & ALLEN PTY LTD QUALITY ASSURANCE system.

### 14 FLEXIBILITY OF WORKING HOURS

#### 14.1 Starting and Finishing

It is recognised by the parties that an inefficiency exists with work not commencing or finishing at the official starting and finishing times. In an endeavour to overcome this inefficiency it is agreed that Employees will be ready to work at the official starting and up until the official finishing times including times set aside for meal breaks.

#### 14.2 Leave

RDO's may be banked to a maximum of 5 days. TORNEY & ALLEN PTY LTD will maintain a record of Employees' RDO bank status. Where RDO's have been accrued and two weeks notice given in advance then the RDO (based on a first in first serve basis) may be taken on the required day. Where notice given is less than two weeks in advance then the taking of the RDO will be subject to mutual agreement. Individual Employee's bank status records will be available upon request by that Employee.

Annual Leave may be banked to a maximum of 6 weeks (in accordance with the Annual Holidays Act).

#### 14.3 Overtime

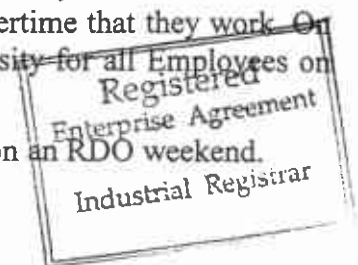
On projects where overtime is necessary, the work crew may be rostered so that each Employee is not disadvantaged to the amount of overtime that they work. On any day that overtime is worked there shall be no necessity for all Employees on the job at hand to work.

There shall be no restriction on the working of overtime on an RDO weekend.

#### Time Off in Lieu of Payment of Overtime

- 1) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- 2) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

#### 14.4 Day Work



The ordinary hours of work shall be an average of thirty eight (38) per week and shall be worked continuously, except for meal breaks between 6.00am and 6.00 pm Monday to Friday by Agreement between TORNEY & ALLEN PTY LTD and the Employees affected to suit job requirements.

The staggered starting and finishing times may be introduced by Agreement with TORNEY & ALLEN PTY LTD and the Employees affected 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.

Should the number of ordinary hours worked in any one day be increased from the normal eight hours, then an Employee shall not be required to work for more than six (6) hours without a meal break.

By agreement a four day week may be worked as 4 x 10 hour days at ordinary hourly rate.

#### 14.5 Time Keeping

Should a client request, or at any site where there are more than 10 Employees required, the use of time clocks or similar devices may be applied for the purpose of keeping accurate records. Should their introduction be deemed necessary it is agreed that the consultative committee will thoroughly discuss and review prior to implementation.

Each Employee is responsible for the accurate and timely completion of time sheets and productivity records.

#### 15 TRANSFER OF LABOUR

If a halt to productive work occurs which is not the fault or the responsibility of TORNEY & ALLEN PTY LTD the parties agree that labour can be relocated to other unaffected areas to continue productive work, or other sites if work is available

This will not prejudice the industrial rights of the Employees.

##### Supplementary Labour

The parties agree that when necessary to meet short term peak work requirements additional labour resources are able to be sourced from agreed bonafide Labour Hire Companies who meet as a minimum the wages and benefits of this agreement.

##### Probationary Employees

All weekly hire employees engaged after the date of ratification of this Award will be engaged on the basis of an eight week probationary period. The Company reserves the right to terminate probationary employees at any time during this eight week period subject to one weeks notice or payment in lieu thereof.

#### 16 WAGES

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The increases provided in this clause shall take effect on and from the date of registration. Employees covered by this Agreement at the date of registration will be paid in accordance with this clause from date of ratification of Industrial Commission or the date of employment whichever is the later.

In recognition of the productivity measures contained herein and subject to the continued commitment to and the implementation thereof the following non-compounding increases based on the All Purpose Award rates of pay as at August 1997 shall be available to all employees (except apprentices - refer section 17 of this agreement) covered by this agreement and shall only be paid upon the continued implementation of the agreed productivity and efficiency measures from the first full pay period on or after:

- a) The ratification of this Agreement, employees shall be entitled to a 7 percent increase.

These wage increases will be in lieu of any increase, granted by the Industrial Relations Commission during the term of this Agreement.

**17 APPRENTICES**

The wage rate payable will be defined as the All Purpose award as set by Electrical Contracting Industry (State) Award.

**18 SITE ALLOWANCES AND/OR OTHER AGREEMENTS**

Additional site allowances, rates of pay, working conditions or other enterprise Agreements that are in excess of this Agreement will only be provided/adhered to, if included as a part of the contractual obligations at the tendering stage for each individual project.

**19 ADDITIONAL ALLOWANCES/BENEFITS**

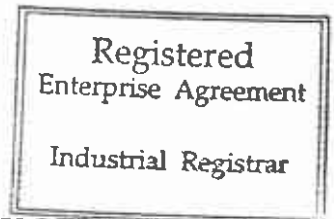
**19.1 Disability Allowance**

It is agreed between the parties that TORNEY & ALLEN PTY LTD will pay a disability allowance of \$1.00 per hour. This allowance will be paid in lieu of the Special Rates as provided for in Clause 16 of the Award and the Multi-Storey Allowances as provided for in Clause 17 of the Award.

Where additional allowances are required to be paid in accordance with Clause 18 that are in excess of this agreement then the Disability Allowances provided for in this clause will be absorbed also including any site allowances.

**19.2 Superannuation**

It is a term of this agreement that the company will pay superannuation contribution into NESS Superannuation Scheme or any other approved scheme for each employee in accordance with the requirements of Superannuation Guarantee



Legislation or as per individual site agreement. All superannuation contributions will be paid monthly as required by the trust deed.

### 19.3 Redundancy

Contributions to redundancy or severance schemes (ie MERT) will only be made when they have been included as a part of the contractual obligations at the tendering stage for each individual project.

Employees made redundant shall receive the award provision for redundancy even if such redundancy is caused through the normal and customary turnover of labour as described in clause 3.(iv) of the *Electrical Contracting Industry Redundancy and Technological Change (State) Award* (ie this clause shall not apply with regard to employees engaged for a specific period of time or for specified tasks).

### 19.4 Insurance

Top-Up/Accident Cover: The company will only provide workers compensation top-up and 24 hour accident insurance on projects where it is so required by contract condition specified at the time of tender.

### 19.5 Protective Clothing

The importance of TORNEY & ALLEN PTY LTD to portray a professional Company image is recognised by the parties to this Agreement. The requirement for all Employees to wear Company-provided protective clothing and uniforms at all times whilst on duty is a condition of employment and necessary to comply with the Occupational Health and Safety Act 1983.

To that end, TORNEY & ALLEN PTY LTD will provide an initial issue of the following Company-provided uniforms/protective clothing after a qualifying period -

- Two pairs of pants (long).
- Two long sleeved shirts.
- One pair of boots.
- One winter jacket OR pullover.



Overalls and/or other protective clothing will be provided on an as required basis. Regular maintenance and cleaning of all clothing remains the responsibility of the wearer. Replacement will continue on a "fair, wear and tear" basis.

## 20 CONSULTATIVE MECHANISM

The parties agree that for the effective operation of Enterprise Agreements it is necessary to establish a Consultative Committee at the enterprise level.

### 20.1 Open Discussion

TORNEY & ALLEN PTY LTD and its Employees are committed to open and frank discussion on any matter relating to employment conditions.



This does not prejudice the rights of TORNEY & ALLEN PTY LTD or its Employees to representation by other parties where necessary.

## 20.2 Consultative Committee

The parties agree that a pre-condition for the effective operation of the Agreement 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 shall 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 7 of this agreement.

## 20.3 Performance Measurement

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

These indicators by Agreement include :

- a) Lost time
- b) Waste
- c) Rework - defects
- d) Number of defects and Quality Assurance non-conformance
- e) Consumable usage/wastage rate measures
- f) Plant and Equipment life
- g) Customer Satisfaction
- h) Customer complaints
- i) Safety record and incidence rates
- j) Absenteeism
- k) Program vs Actual time comparisons

## 21 TRAINING

TORNEY & ALLEN PTY LTD acknowledges the changing ~~pace of technology~~ in the Electrical Contracting Industry as well as the need for Employees to understand those changes and have the necessary skill requirements to keep TORNEY & ALLEN PTY LTD at the forefront of the industry.

The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of TORNEY & ALLEN PTY LTD 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 TORNEY & ALLEN PTY LTD

It is agreed that a training programme be developed consistent with :-

- c) The current and future skill needs of TORNEY & ALLEN PTY LTD

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- d) The size, structure and nature of TORNEY & ALLEN PTY LTD
- e) The need to develop vocational skills relevant to TORNEY & ALLEN PTY LTD and the electrical contracting industry

All training should be approved by the EEITC (Electrical & Electronic Industry Training Council) or other approved organisation.

Any disputes arising in relation to training shall be subject to review by the Consultative Committee. If settlement is not effected then the Disputes Resolution Procedure will be implemented.

## 22 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 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 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:
  - \* Initially raise the matter with the Employee/s immediate supervisor/foreperson. If Agreement is not reached at this level, the Employee/s or representative shall then:
  - \* 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:
  - \* 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 the 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 a 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 for resolution.
- d) Whilst the above procedure is being effected, work shall continue normally.
- e) All recommendations, orders and/or directions of the Industrial Relations Commission shall be strictly observed by all parties.



The parties to the Agreement will collectively work towards the minimisation of lost time due to inclement weather. Common sense and safety will be the guiding principles.

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

Employees will be required to :-

- a) Continue to work under cover or relocate to alternative work under cover, on site, to other work sites or the companies other offices or workshops.
- b) Obtain materials and services for staff working under cover where there is only minimal exposure to inclement weather.
- c) When required, perform emergency and safety work as well as work on unexpected breakdowns (which can be corrected in a limited time duration).

The Employer shall provide wet weather clothing as necessary. Such clothing will remain the property of the Company and it is the Employee's responsibility to take reasonable care of the clothing and return it.

Should a portion of the project be affected by inclement 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.

It is agreed by the parties that prior to any Employee leaving the site due to inclement weather, consultation shall take place between the affected Employees and TORNEY & ALLEN PTY LTD.

This procedure will not affect the parties' rights and responsibilities of the Occupational Health and Safety Act 1983.

## 24 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, situations and the prevention of accidents and injury.

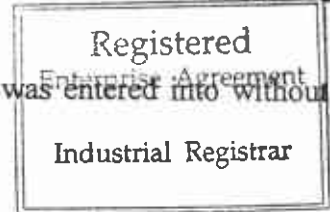
Employees have the responsibility to wear protective clothing and/or equipment appropriate to the task at hand.

Any dispute arising out of Occupational Health and Safety issues will be dealt with in accordance with the "Disputes Settlement Procedure" above or where relevant, State Legislation, Regulations or Codes of Practice, and will involve vacating only those areas where safety is at risk. It is agreed that no industrial action, interruption to, or dislocation of work shall occur before a conciliatory approach being conducted to discuss and resolve any OH&S issue at a workplace level.

## 25 DURESS



The parties to this agreement agree that this agreement was entered into without duress.



26 SIGNATORIES

Name:

DAVID ALLEN

Signature:

*[Handwritten signature]*

Dated:

10-11-98



For and on behalf of TORNEY & ALLEN PTY LTD.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

For and on behalf of the EMPLOYEES OF TORNEY & ALLEN PTY LTD

Name:

BERNIE RIORGAN

Signature:

*[Handwritten signature]*

Dated:

13-11-98



For and on behalf of the ELECTRICAL TRADES UNION OF AUSTRALIA  
NEW SOUTH WALES BRANCH

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