

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/14

**TITLE:** **Thomas & Coffey (Newcastle Branch) Electrical Trades - Onesteel Site Enterprise Agreement 2003-2006**

**I.R.C. NO:** IRC3/6524

**DATE APPROVED/COMMENCEMENT:** 28 November 2003

**TERM:** 33

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 13 February 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees employed by Thomas & Coffey - Newcastle Branch (a division of Cordukes Ltd), located at 34 Rural Drive, Sandgate NSW 2304, for all work performed on-site at OneSteel's Newcastle Market Mills operations, who fall within the coverage of the Electrical Electronic and Communications Contracting Industry (State) Award

**PARTIES:** Thomas and Coffey (Newcastle Branch) -&- the Electrical Trades Union of Australia, New South Wales Branch

# THOMAS & COFFEY (Newcastle Branch) Electrical Trades - Onesteel Site Enterprise Agreement 2003 - 2006

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## Appendix A

### **1. Application and Incidence of Agreement**

This Certified Agreement (the Agreement) shall apply to all work performed on-site at OneSteel's Newcastle Market Mills operations by the employees of Thomas & Coffey's Newcastle branch (a division of Cordukes Ltd) (the Company) in any of the occupations covered by this Agreement.

### **2. Parties Bound**

All employees of the Company who are members of the organisation of employees listed in this clause engaged in any of the occupations of this agreement at the above mentioned locations/sites.

Electrical Trades Union (ETU) - New South Wales branch.

Thomas and Coffey - Newcastle branch.

### **3. Date and Period of Application**

This Agreement shall come into force from the beginning of the first pay period to commence on or after the date the agreement is signed by all parties to the agreement. It shall terminate on 30 August 2006.

The parties will seek to have the Agreement certified by the New South Wales Industrial Relations Commission.

#### **4. Efficiency, Productivity, and Flexibility**

##### **4.1 Work obligations**

Subject to the provisions of this agreement, all employees shall be engaged on a weekly basis (full time or part time) or on a casual basis.

All new employees shall be engaged for a probationary period of 3 months to determine their suitability to carry out tasks in the manner required under this agreement.

##### **4.2 Performance of work**

It is a term and condition of employment, and of the rights applying under this agreement, that an employee:

Attends work during the rostered ordinary hours of work nominated by the company and that the employee not be absent from work on any such day without prior approval from the company.

Complies with the appropriate Occupational Health and Safety legislation, regulations (both company and site) as directed by the company and authorised customer representatives when the employee is on site.

Uses as directed by the company or the authorised customer representative, protective clothing and equipment provided at all times during attendance at site.

Performs such work to the best of their ability as the Company at all times reasonably requires.

Participates in training and be accredited in work skills and knowledge to become a flexible member of the work team.

In the case of a shift worker, continues work until relieved by a counterpart on the incoming shift or until the Company is able to make suitable arrangements to cover the position.

Notifies the company if unable to work within one hour of the commencement of the rostered shift giving the reason for the absence and the anticipated duration of absence.

Utilises the skills and knowledge the employee possesses, without reservation.

Works reasonable overtime in addition to the rostered hours of duty if required and authorised to do so.

Observes regulations published by the Company, and customers when on site, to provide an orderly and safe workplace, including keeping the workplace and equipment in a clean and safe condition.

Complies with Clause 20 of this agreement procedure for settling claims, issues and disputes.

Understands that termination of employment will be based on job requirements and that the principles of 'first on first off' will not apply.

#### **5. Relationship to Parent Award**

This agreement shall be read and interpreted in conjunction with the following Parent Award:

the Electrical, Electronic and Communications Contracting Industry (State) Award for electrical trades

This Agreement shall apply to the extent of any inconsistency between this agreement and the abovementioned parent award(s). However, if the parent award rates, inclusive of allowances and other penalties become higher than this agreement the parent award rates would then apply.

### 6. Weekly Wage Rates

Employee Category (as per Award)	Current Award Rate (7/2003)	Current Agreement Rate	Proposed Rate (effective 1 July 2003)	Proposed Rate (effective 1 September 2004)	Proposed Rate (effective 1 September 2005)
			5.9%	5.9%	5.9%
Grade 1 (Labourer/Cleaner)	\$461.50	\$563.54 (\$14.83/hr)	\$596.60 (\$15.70/hr)	\$631.94 (\$16.63/hr)	\$669.18 (\$17.61/hr)
Grade 2 (Trades Assistant)					
Grade 3					
Grade 4					
Grade 5 Unlicensed					
Grade 5 Licensed (Tradesman)	\$602.45	\$722.38 (\$19.01/hr)	\$764.94 (\$20.13/hr)	\$810.16 (\$21.32/hr)	\$858.04 (\$22.58/hr)
Grade 6					
Grade 7					
Grade 8					
Grade 9					
Grade 10					
FARES & TRAVEL		As per Award	\$24/day	\$25/day	\$26/day
MERT		\$40/week	\$45/week	\$50/week	\$55/week

Notes:

- (a) In calculating the hourly rates the above weekly rates are divided by 38.
- (b) The above rates are inclusive of all allowances that may apply to the Newcastle Onesteel site as prescribed in the Parent Award with the exception of Leading Hand Allowance and Fares and Travel. Accordingly, the effective hourly rates represent all purpose rates for determining overtime and shift penalties where applicable.
- (c) Leading Hand Allowance will be paid as per the applicable award.
- (d) Fares/Travel and MERT contributions will be as per the above table. However, any employee assigned a company owned and maintained motor vehicle/utility will not receive Fares and Travel payments under this Agreement.

### 7. Employment Basis

All new employees (other than casuals) will be engaged on the basis of a three month probationary period, which shall count as service. The company may terminate a probationary employee at any time during this 3 month probationary period subject to the giving of a weeks notice or payment in lieu.

### 8. Tool Kit

Employees will be expected to maintain, and secure at all times, an appropriate kit of tools to perform the basic requirements of their role. Remuneration for this purpose is included in the hourly (all purpose) rate.

Appendix A outlines the requirements for an appropriate toolkit.

## **9. Casual Employment**

A casual employee is an employee engaged and paid as such and whose employment may be terminated upon one hour's notice.

After three months of casual employment on a regular pattern basis, the employee will be deemed to be permanent and appointed as such unless the employee requests in writing to remain a casual.

A casual engaged by the Company under the terms of this Agreement shall be paid at the rate applied to the skills and qualifications held and demonstrated to a standard satisfactory to the Company plus a casual loading of 20%. The casual loading is inclusive of all other entitlements of this Agreement and Parent Award(s), including all leave provisions including annual leave, with the exception that any Travel or Fares allowances payable under the Parent Award(s) to casual employees are also payable under this Agreement. The loading shall be applied to the calculation for all purposes of the Agreement/Parent Award.

A casual employee who is requested to report for work shall be paid a minimum of four (4) hours pay.

## **10. Superannuation**

Superannuation contributions, consistent with the requirements of the Superannuation Guarantee legislation, shall be made on behalf of the employee to one of the following three industry funds to which the company currently contributes:

NESS

CBUS

STA

Contributions for apprentices will be in accordance with the Award and legislative requirements. This amount may only vary by the determination of the Super Fund Board.

Under this Agreement, an employee may request the company to allocate some portion of their future remuneration as employer superannuation contributions (as opposed to receiving it as cash wages). To the extent that such an arrangement (known as salary sacrifice superannuation) reduces the employee's wage below the rates prescribed in this Agreement and/or the Parent Award, the parties acknowledge that no additional amount is payable by the company and that such sacrificed amounts will be added to cash wages for the purpose of assessing the companies compliance with this agreement and the parent award. Overtime and other penalty rates will be based on the 'pre-sacrifice' wage rate.

## **11. Redundancy**

Redundancy will be paid strictly according to the provisions of the Parent Award with the exception that that this Agreement shall apply notwithstanding that employment may be terminated by the Company due to the ordinary and customary turnover of labour.

Redundancy contributions will be made by the Company into an approved Redundancy Fund (MERT or ACIRT) for each permanent employee assigned on a full time basis to sites/locations covered by this agreement at a rate of \$40/week and at a pro-rata rate for permanent part-time employees. This rate will increase to \$55/week (or pro-rata) over the life of the Agreement as outlined in Clause 6.

Redundancy will be paid strictly with the requirements of the Parent Award with the exclusion of clause 11.4 of the Parent Award. This means any employee made redundant shall receive redundancy payments as per the schedule of payments in the Electrical Contracting Redundancy and Technological Change (State) Award.

A redundant employee shall receive the greater of the following amounts:

- (a) The amount contributed to an approved redundancy fund in accordance with this agreement,
- (b) The amount contributed by the employer to an approved redundancy fund
- (c) The amount prescribed by the Parent Award
- (d) The amount prescribed or awarded by the relevant Industrial Relations Commission.

The amount of contributions paid under b) above shall be offset against any entitlements under a), c) or d) above.

This clause does not apply to casual employees, apprentices or trainees..

Contributions to an approved Redundancy Fund will be paid monthly in accordance with the requirements of the Fund.

The parties acknowledge that the terms of this clause may be modified during the term of this agreement in order to satisfy Federal Government requirements to exempt such payments from Fringe Benefits Tax. The parties agree that, when the circumstance arises, they will seek to have a modified agreement (such modification being only to achieve this objective) ratified by the NSW Industrial Relations Commission.

## **12. No Extra Claims**

It is a term of this Agreement that employees covered by this agreement, and the Unions bound, shall not pursue any extra claims, whether they relate to matters covered by this agreement, matters covered in the Parent Award or other industrial matters during the life of this Agreement.

There shall not be any "double counting" in respect of any future variations to the rates of pay of classifications in the Parent Awards.

## **13. Hours of Work**

Ordinary hours for the purposes of this Agreement shall be an average of 38 hours per week, between 6am and 6pm Monday to Friday. The ordinary hours shall be worked continuously except for meal breaks.

Different methods of implementation of the ordinary hours of work may be applied across groups of employees covered by the agreement in order to meet the operational needs of the company and its customers. Staggered start, finishing and meal break times may therefore be implemented.

By agreement with an employee, their ordinary hours of work may consist of both day work and shift work provided the appropriate shift allowance is paid.

Afternoon shift will apply to work that finishes after 7pm and at or before 1am. Night shift applies to work that finishes after 1am and at or before 9am.

Shift Allowances will be as per the Parent Award.

## **14. Overtime - Payment for Working Overtime**

For all work done outside ordinary hours, the rates of pay shall be one (1) and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

A break between the work (including overtime) of successive days of at least 8 consecutive hours must be provided. If such a break is not provided, overtime rates in accordance with the Parent Award will apply.

The terms of payment of all other overtime work shall be in accordance with the Parent Awards.

### **15. Rostered Day Off (Rdos)**

In recognition of the need to obtain productivity and efficiency with respect to working hours the parties agree to flexibly manage the taking of RDO's.

RDO's may be scheduled over a work cycle, rather than being taken on 'industry RDO days', in order to give effect to this agreement's productivity and flexibility objectives. Additionally, and by agreement between the employee and the company, RDO's may be 'banked' up to a maximum of five days.

Records of each employee's RDO status will be kept by the employer and made available to the employee upon request.

### **16. Renewal of Agreement**

The parties agree that two (2) months before the expiry of this Agreement discussions will commence on the issues to be negotiated leading to the renewal/replacement of this Agreement.

### **17. Union Membership**

The company recognises that the respondent union is entitled to represent employees covered by this agreement. The Company agrees to:

Introduce employees to the delegate or local union official as part of the induction process for new employees.

Provide facilities for payroll deductions for Union membership fees at the employee's request.

Provide mutually agreed time with pay and appropriate access to company resources for the union delegate to carry out the delegates functions.

### **18. Payment of Wages**

The Company shall pay employees wages by cheque (as cleared funds) or electronic funds transfer to the employee's nominated account, such that the funds are available on a normal pay day.

The payment of wages shall be at a frequency no less than fortnightly.

### **19. Clothing**

All regular employees (other than casuals) shall receive from the Company appropriate work clothing. For employees covered by this agreement, this is:

two pairs of overalls or two long sleeve shirts and two pairs of trousers,

a Bluey (Kembla) jacket or equivalent,

a pair of safety boots, and

a hard hat.

This clothing will be replaced by the Company on a fair wear and tear basis.

Casuals will be required to provide their own appropriate clothing and safety boots. A hard hat will be provided by the company.

Employees leaving their employment after being supplied with clothing shall be asked to reimburse the Company two-thirds the cost after one week of being issued and one-third after two weeks of being issued.

## **20. Safety**

It is considered a condition of employment with the Company that all employees comply with the Company's Safety Policy. The use of Job Safety Analysis and Work Method Statements, including compiling the necessary paperwork, are mandatory and must be complied with at all times

Employees accept the responsibility of ensuring that safety equipment issued to them is maintained and kept in good working order including, but not limited to wet weather gear, locks, high visibility vests, safety harnesses etc. This includes producing the old item before a new one is issued.

All employees commit to completing at least 1 documented safety audit per week, as requested.

All employees will adhere to the company's Drug and Alcohol Policy as well as the regulations of our customers as explained to them during the customer's induction process.

It is a requirement that no employee attend work under the influence of alcohol or illegal drugs. Additionally, such substances may not be carried on to a work site or consumed during work time. Failure to adhere to these requirements will be considered a serious discipline matter.

## **21. Tool Box Meetings**

In recognition of the importance of good communication between the company and its employees, employees covered by this agreement will make themselves available at their worksite for up to one lunch time per month for the purposes of company initiated briefings. Such briefings will, without limitation, cover issues such as safety and health, company policy, and business/operational performance. All employees working at the site on the day of the meeting will attend such Tool Box meetings and no additional payment will be made for attendance.

## **22. Agreement Not to be Used as a Precedent**

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits at any other part of the enterprise.

## **23. Procedures for Resolving Claims, Issues and Disputes**

All parties to this Agreement recognise and accept that people have differing view- points and that some conflict will arise from time to time. To ensure that the credibility of the company and employees is maintained, it is agreed that it is in the interests of all parties to manage the resolution of conflict in a manner which does not damage the Company's business or its client relationships.

To enable claims, issues and disputes to be progressed while work proceeds normally, and to avoid interruption, the following procedures in this clause will apply.

Employees and/or delegate of the union/s will place the claim, issue or dispute before the front line supervisor. This group will take all reasonable steps to settle the matter together.

Failing agreement, all parties will place the claim, issue or dispute before the Section Manager. This group will take all reasonable steps to settle the matter.

If the claim, issue or dispute remains unsettled, the delegate's and/or employees will contact their union official immediately who will arrange a conference with Company Branch/Region management in order to try to settle the matter.

If the claim, issue or dispute remains unsolved at this stage, then the parties shall refer the matter to the Industrial Relations Commission of New South Wales for assistance.

The above procedures will be progressed quickly, but reasonable time limits will be applied at each stage.



If a dispute relates to a safety matter and an Occupational Health and Safety Committee exists, the committee or a member of the committee may be involved in assisting the settlement of the matter. On advice that a safety issue exists, the supervisor will take immediate corrective action to allow work to continue without risk. Nothing in this procedure changes the rights and obligations employees and employers have under the NSW *Occupational Health and Safety Act 2000*.

If the above procedures fail to settle a claim, issue or dispute and industrial action is intended which will interrupt or delay a customer's operations, no such industrial action will occur until the expiry of ten (10) days from the time a written notice of such intended action is provided to the Company by the relevant union official.

No party shall be prejudiced simply by the fact that work continued whilst the above procedures are being followed.

#### **24. Impact of Client Industrial Disputes on Company Contracts Work**

When the Company's employees are working within the boundaries of a client's operation and the client's employees enter into an industrial stoppage, the Company's employees shall continue work where:

The work is in the terms and specifications of a specific fixed price whether described by the client as 'capital', "maintenance" or "services".

The work can be continued without carrying out any work of the claim of employees on strike.

In instances where work cannot continue because of the client's employee's stoppage, there shall be no restriction on work being carried out in the Company's workshop (whether or not this is within the boundary of a customer's site) or the carrying out work at another client or contract location.

#### **25. Anti-Discrimination**

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 and responsibility as a career.

It follows that in fulfilling their obligation under the disputes resolution procedure set out in the agreement the parties have obligations to take all necessary steps to ensure that the operation of the provision of this agreement are not directly or indirectly discriminatory in their effect.

Under the *Anti-Discrimination Act 1997*, 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:

Any conduct or act which is specifically exempted from anti-discrimination legislation

Offering or providing junior rates of pay to persons under 21 years of age

Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1997*

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. Employers and Employees may also be subject to Commonwealth anti-discrimination legislation.

## 26. Classifications

There will be no Grade 6 reclassifications claims for the duration of this agreement except where such claims are in strict accordance with the Award criteria.

## 27. Consultation

The Company commits to initiating a consultative process prior to the introduction of any significant changes to work arrangements, for employees covered by this Agreement.

## 28. Agreement Signatures

This agreement signed by the parties as follows:

On behalf of Thomas and Coffey (Newcastle Branch).

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

Date: \_\_\_\_\_  
Title: \_\_\_\_\_

On behalf of the Electrical Trades Union (NSW Branch)

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

Date: \_\_\_\_\_  
Title: \_\_\_\_\_

## APPENDIX A

Electricians Basic Tool Kit

Toolbag/box

200mm linesman pliers

180mm diagonal cutter pliers

150mm long nose pliers

250mm multigrips

4 slot screwdrivers, various sizes

4 phillips-head screwdrivers, various sizes

Retractable blade trimming knife

Straight tin snips

5m measuring tape

Hacksaw & junior hacksaw

350g ball pien hammer

250mm adjustable wrench

150mm adjustable wrench

250mm cold chisel

Torch

Ratchet crimper

Holesaw set

Drill set

Digital multimeter

Wire stripper

Centre punch

Allen keys - metric and imperial