

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/22

TITLE: Stowe Australia Pty Ltd (Northern Division) Enterprise Agreement 2003

I.R.C. NO: IRC3/3355

DATE APPROVED/COMMENCEMENT: 10 December 2004 / 11 July 2003

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**NEW AGREEMENT OR
VARIATION:** Replaces EA02/260.

GAZETTAL REFERENCE: 18 February 2005

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Stowe Australia Pty Ltd, located at 10-12 Clyde Street, Rydalmere NSW 2116, engaged in construction work within the regions of the Northern Region, 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 (NORTHERN DIVISION) ENTERPRISE AGREEMENT 2003

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1. Introduction

This Agreement has been jointly developed by Stowe Australia Pty Ltd, the Northern Division employees and the Electrical Trades Union of Australia NSW 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 Stowe Australia (Northern Division) Enterprise Agreement 2003

3. Definitions

For the purpose of this Agreement:

"Agreement" means this certified Agreement.

"Company" means Stowe Australia Pty Ltd. ABN 27 002 556 603

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

"Parent Award" means the Electrical, Electronic & Communications Contracting Industry State Award.

"Union" means the Electrical Trades Union of Australia, NSW Branch.

4. Objectives

The parties of 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 eventually eliminate lost time due to disputation.

5. Parties Bound

This Agreement shall be binding upon:

- (a) Stowe Australia Pty Ltd; and
- (b) All Northern Division employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award.
- (c) The Electrical Trades Union of Australia NSW Branch.

6. Application Agreement

This Agreement applies to all work undertaken by the Company in respect to all employees who are engaged pursuant to the Parent Award and on construction work within the regions of the Northern Division.

If the Company has secured work outside of these Regions, any employee who normally works within the Regions:

- a) Will be paid at the rates outlined in this Agreement if specifically requested by the Company 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 25, 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 agreement.

In the event of any inconsistency between any award or industry agreement and this Certified Agreement, this Agreement shall prevail.

7. Date and Period of Operation

This Agreement shall come into operation from the date of making and remain in force until 1st June 2006.

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 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 provided 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 determining factors regarding the retrenchment of employees.
 - (iv) maintain commitment to, and comply with the Company's directions (consistent with the objectives of the Agreement) with respect to safety, quality, management procedures, timekeeping, site cleanliness, waste management, project control; 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 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.
- (c) The Company'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 the 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 may then;
 - (iii) be provided with telephone facilities to speak if appropriate to an official of the Union and request representation at a further conference to be held at a date and time mutually acceptable.
- b) In the absence of agreement, either party may refer the matter to the appropriate Industrial Commission for resolution.
- c) Whilst the above procedure is being affected, work shall continue normally.
- d) All recommendations, orders and/or directions of the Industrial Commission 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 the Company. To this end, a Consultative Committee, comprising of Company appointed representatives and employee elected representatives should be established and maintained. The purpose of the Consultative Committee shall be to 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 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.

Unless varied as allowed above, in general employees shall work 8 hour days (40 hour weeks) 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.

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.

Shift Work

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

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.

Overtime

(a) Rest Period Overtime

The provision of sub-clause 20.2 and 21.4.1 of the Parent Award shall not apply to employees. The 10 hour break in the Parent Award will be replaced with an 8 hour break. Except under extraordinary conditions, this agreement will not exceed two (2) occurrences in any one (1) weekly pay period.

(b) Time Off in Lieu of Overtime

The first 2 hours or part thereof of any overtime worked on any day Monday to Friday inclusive (except Public Holidays) may be taken as time off in lieu. The employee may forego payment and be released for an equivalent period of ordinary hours with pay on an hour for hour basis. This time off in lieu will accumulate and will ideally be retrieved in whole day segment or part thereof by mutual agreement.

14. Rostered Days Off (RDO's)

With the introduction of the 36hour week in this Agreement employees now accrue 2 rostered days off per month.

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, accrual may be paid out at the sole discretion of the employee or used at another mutually agreed time subject only to:

Site work patterns, the employee must take an RDO if his or her work site is closed for an industry RDO.

RDO'S may only be banked up to a maximum 10 days accrual. Any excess over 10 days may be paid out after written notice from the company is received.

When RDO'S are paid out they shall be paid at ordinary rates of pay.

15. Wages

15.1 General

Wage rates for employees shall be as prescribed in Schedule A. These wage rates are effective from the first full pay period to commence on or after the date of making of this Agreement and then from the first full pay period of the months specified in Schedule A.

These wage increases will be in lieu of any other increases affecting the Parent Award during the term of this Agreement except that should the Parent Award's all purpose wage rates exceed the rate under this Agreement, employee's shall be paid at the higher hourly rate.

Expense related allowances not included in the All Purpose Rates 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.

15.2 Travelling Time

The All Purpose rates of pay attached as Schedule A include monetary allowance for Average Excess Travelling Time in lieu of the 0.8 hours per day additional payment specified in the Parent Award.

15.3 Fares

An employee starting and finishing on site who is not provided with transportation by the Company shall be paid an allowance of \$10.20 per day for the life of the Agreement.

15.4 All Purpose Rate

A composite all-purpose rate shall be paid in accordance with Schedule A. These All Purpose rates include all Parent Award construction work allowances and Travelling Time as per Clause 15.2 above. Wage increases are effective from the first full pay period commencing in the specified months.

15.5 SITE/PROJECT/PRODUCTIVITY ALLOWANCE

Site/Project/Productivity Allowances will only be paid in addition 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 inquire 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 Matric; or
- (c) If the Contract between the Employer and the Head Contractor/Client does not contain provision for the above allowances, and after the contract is made the head contractor makes an agreement under which an allowance is payable, the employee shall not be entitled to the allowance until the head contractor agrees in writing to reimburse the employer the full cost of the said allowance.

16. No Disadvantage

No employee shall suffer an overall reduction in pay as a result of the making of this Agreement.

17. Superannuation

Superannuation contributions shall be made into either the NESS or C+BUS Fund at the Superannuation Guarantee Contribution (SGC) percentage contribution rate.

18. Redundancy

When required by specific project agreements(subject to conditions in clause 15.5a,b,c) the Company shall ensure that every employee on that site bound by this Agreement except Apprentices is a member of the MERT Redundancy Trust Fund or other agreed trust fund and receives payments into the Trust while on that project site..

Subject to the above Weekly contributions shall be paid at the rate nominated on that project to a maximum of \$65.00 per week for the duration of the agreement.

The Company may offset an employee's award severance entitlement in whole or in part by the amount of the total payments the Company has made into the employee's account. The balance of the employee's severance payment, if any, shall be paid directly to the employee upon termination.

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

When required by specific project agreements(subject to conditions in clause 15.5a,b,c) the Company will pay Top-Up/24 Hour Employee Insurance under the Wage Cover scheme or other agreed scheme for employee's while on that project site.

20. Clothing

1. Employees after 152 hours service and again after 3 months probationary period will be supplied with:

One set of shorts, overalls or trousers bib and brace, or any combination of clothing as agreed between the employees and the Company which shall be replaced on a fair wear and tear basis.
2.
 - a) Employees after 152 hours service will be supplied with safety boots as required, which shall be replaced on a fair wear and tear basis.
 - b) A jumper, or in the case of employees engaged upon construction work, a bluey type jacket, if requested which shall be replaced on a fair wear and tear basis.

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

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:

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

Taking into account:

The current and future skill needs of the Company

The size, structure and nature of the Company

The need to develop vocational skills relevant to the Company and the Electrical Contracting Industry.

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 ground of race, sex, marital status, disability, homosexuality, transgender identity and age, and responsibilities as a Carer.
- (b) It follows that in fulfilling their obligation 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 victimise 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 the section 56(d) of the *Anti-Discrimination Act 1977*.
 - iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

24. Wet Weather Procedures

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 skill 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 Company shall comply with all provisions to the keeping of time and wage records and the production of payslips.

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

26. Distant/Away from 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.

27. 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 apprentice or 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.

28. 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.

29. 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 as per Award provisions.

30. 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 40% of the pre-tax annual profit of the Division will be distributed amongst eligible employees. Refer to Schedule B for eligibility and other details.

31. Union Encouragement

31.1 The Company 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 mutually agreed time with pay for the Union delegate 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 the use of existing Company resources as required, i.e. Telephone, Facsimile, Photocopying to assist in the consultative process associated with the company's business.

32. Renewal of Agreement

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

Schedule A - Wage Rates

Classification	All Purpose Hourly Rates			Fares Allowance Per Day Worked
	On Endorsement	From June 04	From June 05	
APPR - 1	8.50	8.92	9.37	10.20
APPR - 2	11.21	11.77	12.36	10.20
APPR - 3	15.57	16.34	17.16	10.20
APPR - 4	17.76	18.65	19.59	10.20
EW - GRADE 1	17.56	18.44	19.36	10.20
EW - GRADE 2	18.30	19.22	20.18	10.20
EW - GRADE 3	19.06	20.01	21.01	10.20
EW - GRADE 4	19.81	20.81	21.85	10.20
EW - GRADE 5	21.03	22.08	23.18	10.20
EW - GRADE 5 * Licensed Elect. Fitter/Mechanic	21.99	23.09	24.24	10.20

SCHEDULE B

STOWE AUSTRALIA NORTHERN DIVISION PROFIT SHARING AGREEMENT

The details of the agreement are:

Forty (40) percent of the pre-tax annual profit of the Northern Division will be distributed amongst eligible division employees in proportion to their all purpose rate of pay. Eligible employees include Apprentices and 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.

Employees will receive:

No Profit Share	if they are invited to join the Agreement but resign or are dismissed for poor performance or misconduct before 30th June.
Pro-rate Profit Share	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.
Full Profit Share	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.

SIGNATORIES

Signed by:

Date:

For and on behalf of Stowe Australia Pty Ltd.

Signed by:

Date:

For and on behalf of The Electrical Trades Union of Australia, New South Wales Branch.