

# ENTERPRISE AGREEMENT

NO. EA 98/124  
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REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/124

TITLE: Wollongong Electrical Engineering Pty Ltd Enterprise Agreement

I.R.C. NO: 98/749

DATE APPROVED/COMMENCEMENT: 11 March 1998

TERM: 1 December 1999

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 26

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees engaged under the Electrical Contracting Industry (State) Award

PARTIES: Wollongong Electrical Engineering Pty Ltd -&- Electrical Trades Union of Australia,  
New South Wales Branch





# WOLLONGONG ELECTRICAL ENGINEERING PTY. LTD. ENTERPRISE AGREEMENT

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# WOLLONGONG ELECTRICAL ENGINEERING PTY. LTD. ENTERPRISE AGREEMENT

## 1. INTRODUCTION

This Agreement has been jointly developed by Wollongong Electrical Engineering Pty. Limited, its employees and the ETU 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 Wollongong Electrical Engineering Pty. Limited Enterprise Agreement.



## 3. DEFINITIONS

For the purpose of this Agreement:-

- 'Agreement' means this enterprise agreement;
- 'Award' means the Electrical Contracting Industry (State) Award;
- 'Company' means Wollongong Electrical Engineering Pty. Limited;
- 'Employee' means an employee of the Company performing work within the scope of this Agreement;
- 'Union' means the ETU (Electrical Trades Union of Australia, NSW Branch).



# WOLLONGONG ELECTRICAL ENGINEERING PTY. LTD. ENTERPRISE AGREEMENT

## 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 Assurance System;
- Improving job security and the working environment;
- Establishing performance indicators so as to measure performance and to identify ways of achieving real and lasting improvements in productivity, efficiency and flexibility;
- 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 Award and this Agreement for all employees;
- To substantially reduce and eventually eliminate lost time.



## 5. APPLICATION OF AGREEMENT

This Agreement applies to the Company in respect of all apprentices, tradespersons and non-trades electrical workers who are engaged pursuant to the Award. Employees engaged on a casual basis shall be employed and paid in accordance with the provisions of the Electrical Contracting (State) Award as varied from time to time.

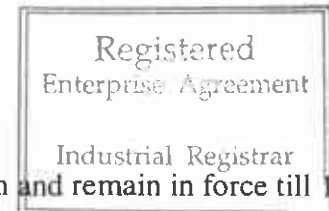
Where there is any inconsistency between this Agreement and the Award, the Agreement shall prevail to the extent of the inconsistency.



# WOLLONGONG ELECTRICAL ENGINEERING PTY. LTD. ENTERPRISE AGREEMENT

Other than the BHP Allowance all other disability allowances set out in the award will be abolished and deemed to be offset by the pay increases included in this Agreement.

## 6. DATE AND PERIOD OF OPERATION



This Agreement shall come into operation from the date of ratification and remain in force till 1 December 1999.

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

## 7. 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. Where any disagreement arises the parties shall follow the Dispute Settlement Procedure contained in this Agreement.

## 8. 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.

## 9. PARTIES BOUND

This Agreement shall be binding upon:-

- i) Wollongong Electrical Engineering Pty Ltd;
- ii) All weekly hire employees, whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Award;
- iii) ETU;
- iv) National Electrical Contractors Association.



# WOLLONGONG ELECTRICAL ENGINEERING PTY. LTD. ENTERPRISE AGREEMENT



## 10. CONTRACT OF EMPLOYMENT

- i) All new employees (other than casuals) will be engaged on the basis of a three (3) month probationary period. The Company reserves the right to terminate a probationary employee at any time during this three (3) month period subject to a week's notice or payment in lieu thereof.
- ii) It is a term and condition of employment and of the obligations and rights occurring under this Agreement, that an employee:-
  - a) To become entitled to payment of the wage prescribed 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 on this project; and
  - b) Comply with any request of the company to work reasonable overtime in excess of the ordinary hours at any time during the seven (7) days of the week at the appropriate remuneration prescribed herein; and
  - c) Recognise the right of the Company to have appropriate number and mix of classifications and skills during any hours of work; and
  - d) Properly use and maintain all appropriate protective clothing and equipment provided by the company for specified circumstances; and
  - e) Use any technology and perform any duties which are within the limits of the employee's skill competence and training; and
  - f) Understand that termination of employment will be based on job requirements and skills and that the principle of 'last on – first off' will be observed only where job requirements and required skills are equal; and
  - g) Adhere to agreed start and finish times for all work periods; and
  - h) Maintain commitment to, and comply with the Company's directions (consistent with the objectives of this Agreement) with respect to safety, quality, site cleanliness and waste management; and
  - i) Be committed to the objectives in clause 4 of this Agreement; and
  - j) Properly wear and maintain the company provided work clothing.
- iii) The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.



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## 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:-

- i) The employee/s or accredited employees representative wishing to raise any matter affecting the employee/s shall:-
  - a) initially raise the matter with the employee/s immediate supervisor/foreperson. If within 1 full working day agreement is not reached at this level the employee/s or representative shall then:
  - b) raise the matter with the Company Manager or his representative. If within 2 full working days agreement is not reached at this level and an employee representative has been involved, the employee representative will then:
  - c) 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.
- ii) Should negotiations as prescribed in i) above fail, the matter (where appropriate) shall be referred to the National Electrical Contractors Association and the state secretary of the Union within five (5) working days, at which level a conference of the parties shall be convened without delay.
- iii) In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of NSW for resolution.
- iv) Whilst the above procedure is being effected, work shall continue normally.



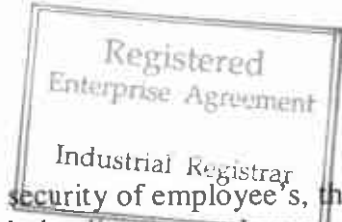


# WOLLONGONG ELECTRICAL ENGINEERING PTY. LTD. ENTERPRISE AGREEMENT

- v) All recommendations, orders and/or directions of the Industrial Relations Commission of NSW shall be strictly observed by all parties.

## 11.1 Impact on Client

To protect the credibility of the Company and the job security of employee's, the parties agree that disputes will be managed in accordance with the disputes settlement procedure and that work will continue without interruption during the process.



However, further to the above process, on any BHP or BHP related site, if a stoppage of work is to be applied then notification of the stoppage will be given by the Union. If the stoppage will cause interruption and/or delay to the BHP operations then every effort will be made to give ten(10) days notification.

## 11.2 Impact of Client's Industrial Disputes

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

- a) The work is in terms and specifications of a specific fixed price contract, whether described by the client as capital, maintenance or services
- b) The work can be continued without carrying out any work of the other employees on strike

In instances where work physically cannot continue because of the other employees' stoppage, there will be no restriction on work carrying on in WEE workshop (whether on site or not) or carrying out work at another contract location.



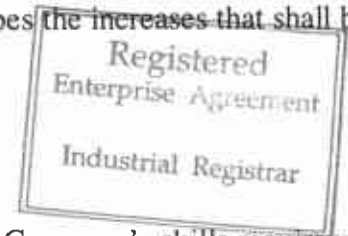
# WOLLONGONG ELECTRICAL ENGINEERING PTY. LTD. ENTERPRISE AGREEMENT

## 12. WAGES

In recognition of the productivity measures herein and subject to the continued commitment to and implementation thereof, the schedule attached (Appendix C) describes ~~the increases that shall be~~ available to all employees covered by this Agreement.

All electrical tradespersons employed by WEE will:

- a) Possess a current Qualified Supervisors Certificate, and
- b) Achieve and demonstrate an agreed level of competency to the Company's skills requirements.



Existing unlicensed electrical tradespersons will be encouraged to achieve a Qualified Supervisors Certificate within a timeframe established by the Consultative Committee.

The Company and employees, through the Consultative Committee, will establish skills requirements and associated competencies that will allow employees to benefit financially by being able to provide a more comprehensive and professional range of services to the Company's customers.

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

Site/Project allowances will only be paid where such an allowance is either:-

- i) Awarded by the Industrial Relations Commission; or
- ii) Contractually required by the client/principal contractor to be paid.

### 12.1 Productivity Allowance:

- a) A productivity allowance of \$1.00 per hour to be paid on construction projects outside BHP with a project value greater than \$15m. Nil for apprentices. This allowance to be paid on new jobs only, except where the builder guarantees reimbursement for the contractor.
- b) The ETU have advised that a group of Wollongong building contractors have agreed to pay \$1.25 per hour on projects over \$5m. Subject to satisfactory confirmation of this, the Wollongong contractors would pay the same allowance on these particular builders projects. This allowance to be paid on new jobs only, except where the builder guarantees reimbursement for the contractor.

### 12.2 Superannuation

Superannuation increases will be scheduled as follows:

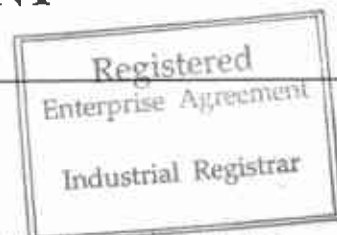
\$45.00 per week from 1 July 1998

\$50.00 per week from 1 April 1999

Apprentices superannuation will be in accordance with SGC percentages.



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## 13. CONSULTATIVE MECHANISM

The parties agree that a pre-condition for the effective operation of this Agreement is the establishment of a Consultative Committee within the Company.

The Consultative Committee shall consist of equal numbers of Company representatives and employee elected representatives. 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 4 of this Agreement and more specifically will examine all issues relating to the productivity and efficiency of the construction activities of the Company.

## 14. COUNSELLING AND DISCIPLINARY POLICY AND PROCEDURES

Attached as Appendix A to this Agreement is the Company's Counseling and Disciplinary Policy and Procedures. Its objective is to describe the procedures and mechanisms involved in the fair treatment of individual employees with respect to discipline.

The parties agree to abide by this document.

## 15. 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 with the majority of affected employees and the company 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 6.00 am and 6.00 pm on any day or all of the days of the week. 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.

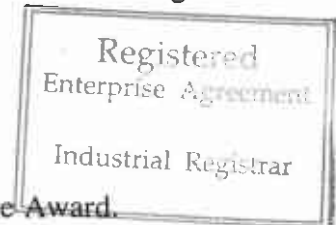
By mutual agreement, an employee's weekly ordinary hours of work can consist of both day work and shift work, provided that the appropriate shift allowance is paid for any shift work.



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By mutual agreement, an employee can work up to 12 hours in any one day that can count as part of the weekly ordinary hours and paid as such to suit the work situation and workload.

In order to maximise productivity, where cribbing facilities are located some distance from the work face, reasonable consideration will be given to amalgamating the traditional morning tea break of 10 minutes into the lunch break or taken before the start of work on site.



## i) **Shift**

These provisions will also apply to shift work, as defined by the Award.

## ii) **Overtime**

Employees will comply with any request of the Company to work reasonable overtime in excess of the ordinary hours at any time during the seven(7) days of the week at the appropriate remuneration.

There shall be no restriction on the working of overtime on an RDO weekend. The practice of one in, all in shall not apply.

The Company shall be the sole authority in the selection of employees for overtime requirements.

## iii) **Rostered Days Off (RDO's)**

The parties agree to increased flexibility with regard to the taking of RDO's. By agreement between the company and employees affected RDO's may be re-scheduled or staggered over the work cycle rather than taken on industry RDO days.

By agreement between the Company and an employee, RDO's may be banked. A maximum of 12 RDO's may be banked. Records of each employee's RDO status will be kept by the Company and made available to the employee upon request.

Banked RDO's must be taken within the calendar year in which they are accrued and at a time agreed between the Company and the employee. An employee may elect, with the consent of the Company, to work any day in lieu of an RDO. Work on these days will be paid as a normal work day.

It is recognised that one of the benefits of increased flexibility and banking of RDO's is that it facilitates their usage for the purpose of family leave and should be encouraged for this purpose by both the Company and the employees.



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On 31<sup>st</sup> December each year, an employee must by agreement with the Company either take the accrued days off or convert them to cash.

## iv) **Starting and Finishing**

In an effort to increase productivity on construction sites the Company and employees on that particular site agree to genuinely consider and where possible implement methods of reducing time lost in moving between the site sheds and the workplace areas at start time, morning tea, lunch and finish time.

Work start and finish time shall be at the workplace (ie. physical location of task at hand).

Unless there is an exceptionally dirty site or task, wash up time shall occur after the nominated finishing time.

## v) **Rest Period After Overtime**

The provisions of sub-clause 20.2 and 21.4.1 of the Award shall not apply to employees. In general the current 10 hour break will be replaced with an 8 hour break for work related to heavy industry, for example, at BHP, MM, PKCT, and the like. Except under extraordinary conditions this arrangement will not exceed three(3) occurrences in any one(1) weekly pay period. The arrangement specifically excludes building industry work. Alternatively, where an employee works six (6) hours or more overtime immediately following the daily ordinary hours, then by mutual agreement with the Company, such overtime hours shall count as part of the weekly ordinary hours, but they shall be paid at the appropriate overtime rate of pay.

## vi) **Time Off In Lieu Of Overtime**

Where an employee works overtime, the employee may by mutual agreement with the Company, forego payment for the overtime and be released for an equivalent period of ordinary hours with pay ie. on an hour for hour basis.

## 16. **REDUNDANCY**

Redundancy will be paid strictly in accordance with the provisions of the Electrical Contracting Industry & Technological Change (State) Award except that the reference to "ordinary and customary turnover of labour" in Clause 4.(i)(a) shall be deleted. Contributions to a severance or redundancy scheme will only be made where the Company is required by contract conditions.



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An apprentice remaining in the employment of the Company on the conclusion of his/her apprenticeship shall commence his/her period of continuous service for redundancy calculation purposes only on the day following his/her apprenticeship completion.



## 17. ELECTRONIC FUNDS TRANSFER

The parties agree that all employees will be paid by Electronic Funds Transfer. If agreed by the Consultative Committee weekly payments will be made on a 38 hour average method. Each employee is responsible for the accurate and timely completion of time sheets and productivity records.

## 18. INCLEMENT WEATHER

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.

Further to this, the parties undertake to adopt the following principles with regard to inclement weather and the idle time that inclement weather can create.

- i) All parties adopting a reasonable approach as to what constitutes inclement weather;
- ii) Employees shall accept transfer to an area or site not affected by inclement weather if, in the opinion of the Company, useful work is available in that area or site and that work is within the scope of the employees skill and the Company provides, where necessary, transport.
- iii) Where the initiatives described in ii) above are not practical or would be non-productive, the non-productive time will be used for activities such as skill development/upgrade of skill modules, planning and re-programming of the project.



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## 19. 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 and the prevention of accidents and injury.

In order to maintain this commitment, the Company will provide the resources, skills and training necessary to assist managers and employees to provide and maintain a high standard of Occupational Health and Safety within the Company. It is the policy of the Company that all operations are carried out in compliance with statutory requirements, established standards and the Company's principles and rules. Work will be planned so as to avoid foreseeable hazardous situations and conditions.

Managers and Supervisors have the responsibility, at all times, to maintain a safe working environment, to ensure that safe working procedures are in place and observed and to assist in the rehabilitation of injured employees.

Employees have the responsibility to, at all times, observe a safe working procedure, to notify management of any potential hazards and to work in such a way that controls the risk of injury to themselves and other employees with whom they work. Such behaviour will be encouraged and employees will not be prejudiced by compliance. The Company will ensure that a positive attitude to this process is developed in Supervisors and Management as well as in employees so that continuous improvement is achieved in O.H. & S. performance. Tool box meetings and safety committees will be used as part of the mechanisms for this continuous improvement.

Employees also have the responsibility to wear, care for and maintain protective clothing and/or equipment appropriate to the task at hand.

In the event of an employee sustaining an injury at work, the Company supports the development of appropriate systems to sensitively manage injuries through rehabilitation programs that facilitate the earliest possible return to work. In addition, employees agree to random drug and alcohol testing.

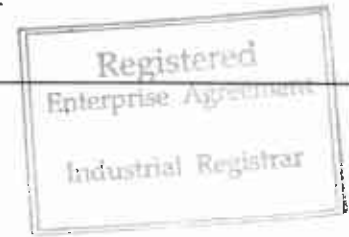
All parties to this Agreement are committed to the provision and maintenance of a safe and healthy working environment. The parties shall ensure that there shall be strict compliance to all Acts and Regulations to ensure there is protection to all.

The parties recognise that safety education and safety programs are fundamental to the achievement of a safe and healthy working environment.

Any dispute arising out of Occupational Health and Safety issues will be dealt with in accordance with Clause 11, 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 an O.H. & S. issue at a workplace level.



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## 20. SKILL DEVELOPMENT

Skills development is an integral part of the aims of all parties to this Agreement. It will assist employees to develop their personal level of skills and provide them with the opportunity to generate their own career path within the industry.

The parties agree to collectively develop a Skills Development Program to accommodate the above opportunity. The vehicle for the process will be the Consultative Committee. There will be a firm intention of the parties to develop a pay structure related to competency and value adding performance of the employees. This will underpin any future EBA discussions.

Enterprise specific competency standards will be adopted. Minimum level for electrical tradesperson is with a Qualified Supervisors Certificate and able to demonstrate basic competencies as shown in Appendix B.

## 21. PERFORMANCE MEASUREMENT

The parties to this Agreement recognise that in order to achieve its objectives, there is a requirement to develop productivity and efficiency indicators to measure, monitor and to identify ways of continually improving performance and competitive market position.

The performance indicators and targets are to be developed by the Consultative Committee and include:-

- i) Reductions in absenteeism, labour turnover, lost time, limitations and bans.
- ii) Waste
  - ◆ amount of re-work
  - ◆ volume
  - ◆ number of defects
  - ◆ consumable usage/wastage rate measures
  - ◆ waiting time
  - ◆ damage or loss to tools and equipment





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## iii) Quality

- ◆ number of non-conformance
- ◆ customer satisfaction



## iv) Occupational Health and Safety

- ◆ medical treated injury frequency rates
- ◆ lost time injury frequency rates
- ◆ incidents
- ◆ rehabilitation progress
- ◆ safety initiatives implemented

## v) Productivity

## 22. QUALITY ASSURANCE

The Company is certified to AS 9001

The parties endorse the underlying principles of the Company's Quality Assurance System which seeks to ensure that its services are provided in a manner which best conforms to the requirements of the Contact with its Customer. This requires the Company to establish and maintain, implement, to train and to continuously improve its procedures and processes, and the employees to follow the procedures, document the compliance and participate in the improvement process.

## 23. STAND-BY FOR DUTY

The provisions of subclause 20.5 of the Award will not apply to employees. Where by mutual agreement an employee makes himself available on stand-by for a period of up to 2 days, the employee will be paid an allowance of \$30/day. For longer periods of stand-by, the employee will be paid at a rate of \$70 per week and pro-rata for parts of a week beyond one(1) week on stand-by.



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## APPENDIX A - WEE COUNSELING AND DISCIPLINARY POLICY AND PROCEDURES





# WOLLONGONG ELECTRICAL ENGINEERING PTY. LTD. ENTERPRISE AGREEMENT



## 24. APPAREL

### a) Footwear

All employees are required to wear safety footwear. Safety footwear will be supplied by the company and maintained by the employee. Employee's who have been issued safety footwear will have such safety footwear replaced on a wear and tear basis upon the presentation of old unserviceable footwear. There will be no automatic re-issue of footwear where an employee is placed on a new site or on a period of time basis.

### b) Uniforms and Clothing

Employees issued with company uniforms and clothing shall wear such clothing during all working hours and each employee shall maintain their clothing/uniform in a respectable condition as approved by the company. Clothing/uniform issue is restricted to permanent employees with greater than 3 months service (that is, after the probationary period). The initial issue of clothing is 4 pairs of long legged trousers and 4 long sleeved drill shirts fitted with appropriate company log and company name. A standard issue of clothing will be made every 12 months or in special circumstances on a wear and tear basis. The standard issue of clothing is 2 pairs of long legged trousers and 2 long sleeved drill shirts fitted with appropriate company log and company name. There shall be no automatic re-issue of clothing where an employee is placed on a new site.

### c) Jackets

Only where harsh site working conditions prevail shall employees be provided jackets. Employees who have been issued jackets will have such jackets replaced on a wear and tear basis upon presentation of the old unserviceable jacket.

### d) General

The above mentioned clothing issue shall be fixed and not subject to changes by any specific site agreement.

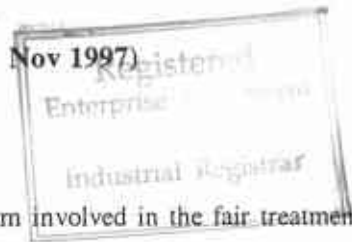
## 25. SIGNATORIES

Signed by: *R. Clays* Date: *25/11/97*  
For and on behalf of Wollongong Electrical Engineering Pty Ltd

Signed by: *B. R. L.* Date: *16.2.98*  
For and on behalf of the ETU (Electrical Trades Union of Australia, NSW Branch)

# WOLLONGONG ELECTRICAL ENGINEERING DISCIPLINARY POLICY

APRIL 1994 (amended 22 June 1994, reformatted 25 Nov 1997)



## OBJECTIVE:

The objective of this Disciplinary Policy is to describe the procedures and mechanism involved in the fair treatment of individuals with respect to discipline.

The policy and procedures established are not specifically for the dealing out of punishment. But rather to encourage improvement or changes in work habits, work performance and general behaviour at work.

The aim is for management to handle matters of discipline, including termination of employment, in a fair, equitable and consistent manner.

The establishment of a detailed policy and procedures document is to ensure all employees of Wollongong Electrical Engineering Pty Ltd are familiar with the expectations of management and fellow workers.

## DISCIPLINARY PROCEDURE

### 1. Objective

The objective of this procedure is to encourage an improvement in employees whose performance, behaviour or attendance has fallen below a general acceptable standard.

### 2. Procedure

The Disciplinary Procedure can be summarised as below:

STAGE ONE - Counseling

STAGE TWO - First Written Warning

STAGE THREE - Final Written Warning

STAGE FOUR - Termination of Employment

## 2.1 Stage One - Counseling

The purpose of the Counseling Stage is to advise the employee personally of the conduct that is of concern and to establish if there are any reasons for the behaviour and whether the company can assist the employee to avoid further instances of unacceptable behaviour.

This counseling session will be recorded in the employee's personal file by way of record of interview. The employee will be afforded the right to acknowledge the record of interview.

The counseling session will be carried out by the employee's one-up supervisor or higher management.

The employee will be given every opportunity to defend himself/herself against the complaint with the assistance of another person if requested by the employee.

The company will give due consideration to the matters raised by the employee.

The counseling session will aim to reach a mutual agreement between employer and employee on the action required to rectify the problem. A time or duration will be set to review the employee's conduct in light of the agreed action plan.



## 2.2 Stage 2 - First Written Warning

Should the conduct of an employee not improve following an earlier counseling session, he/she will be personally advised that a disciplinary interview is required. At this same time, the employee will be personally advised of the reason(s) for the disciplinary interview.

The interview will be recorded in the employee's personal file by way of record of interview. The employee will be afforded the right to acknowledge the record of interview.

The interview will be carried out by the employee's one-up supervisor or higher management.

The employee will be given every opportunity to defend himself/herself against the complaint with the assistance of another person if requested by the employee.

The company will give due consideration to the matters raised by the employee which may require further investigation and the interview may need to be reconvened at a later time following this investigation.

Should the issue of a warning to the employee be necessary, the interview session will aim to reach a mutual agreement between employer and employee on the action required to rectify the problem. A time or duration will be set to review the employee's conduct in light of the agreed action plan.

The employee will also be advised that continuation of such conduct could lead ultimately to termination of employment.

Within 24 hours of the disciplinary interview a written warning based on the record of interview will be issued to the employee and a copy placed in the employee's personal file.

### 2.3 Stage 3 - Final Written Warning

Should the conduct of an employee not improve following an earlier counseling session, he/she will be personally advised that a second disciplinary interview is required. At this same time, the employee will be personally advised of the reason(s) for the disciplinary interview.

This interview will be recorded in the employee's personal file by way of record of interview. The employee will be afforded the right to acknowledge the record of interview.

The interview will be carried out by the employee's General Manager or higher management.

The employee will be given every opportunity to defend himself/herself against the complaint with the assistance of another person if requested by the employee. ~~This person may be a representative of an appropriate employee organisation.~~

The company will give due consideration to the matters raised by the employee which may require further investigation and the interview may need to be reconvened at a later time following this investigation.

Should the issue of a warning to the employee be necessary, the interview session will aim to reach a mutual agreement between employer and employee on the action required to rectify the problem. A time or duration will be set to review the employee's conduct in light of the agreed action plan.

The employee will also be advised that continuation of such conduct will lead to termination of employment.

Within 24 hours of the disciplinary interview a final written warning based on the record of interview will be issued to the employee and a copy placed in the employee's personal file.

### 2.4 Stage Four - Termination of Employment

Should the conduct of an employee not improve following issue of a written final warning, he/she will be personally advised that a Termination of Employment interview is required. At this same time, the employee will be personally advised of the reason(s) for the disciplinary interview.

This Termination of Employment interview will be recorded in the employee's personal file by way of record of interview. The employee will be afforded the right to acknowledge the record of interview.

The interview will be carried out by the employee's General Manager or higher management.

The employee will be given every opportunity to defend himself/herself against the complaint with the assistance of another person if requested by the employee.

The company will give due consideration to the matters raised by the employee which may require further investigation and the interview may need to be reconvened at a later time following this investigation.

The employer may, following careful consideration of all the factors, the defence raised by the employee and further investigation of matters raised by the employee, terminate the employee's employment. The employee will be advised in writing that his/her employment is terminated from what date and by what method.

The employer will decide whether the employee will work out the required period of notice or be paid in lieu thereof. The minimum period of notice will be one (1) week.

In the event of an employee being required to work out the required period of notice, he/she will be granted leave of absence without pay for one day in order to look for alternative employment.

If requested by the employee, the employer will provide:-

- a) a termination of employment statement, and/or
- b) a certificate of employment.



### 3. SUMMARY DISMISSAL

The General Manager or Directors may exercise their right to summarily dismiss an employee for:-

- dishonesty, including theft
- wilful misuse of company property, materials or equipment
- fighting
- refusal of duty
- serious neglect of duty
- malingering
- wilful negligence of safety procedure
- gross insubordination or abuse
- drunkenness
- illegal drug use (unprescribed drugs)
- extreme inefficiency or incompetence
- serious and wilful disobedience
- serious misconduct

The employee will be personally advised that a disciplinary interview is required. At this same time, the employee will be personally advised of the reason(s) for the disciplinary interview.

This interview will be recorded in the employee's personal file by way of record of interview. The employee will be afforded the right to acknowledge the record of interview.

The interview will be carried out by the employee's General Manager or higher management.

The employee will be given every opportunity to defend himself/herself against the complaint with the assistance of another person if requested by the employee.

The company will give due consideration to the matters raised by the employee which may require further investigation and the interview may need to be reconvened at a later time following this investigation.

The employer may, following careful consideration of all the factors, the defence raised by the employee and further investigation of matters raised by the employee, terminate the employee's employment. The employee will be advised in writing that his/her employment is terminated from what date and by what method.

Wages will only be paid to the time of dismissal.

If requested by the employee, the employer will provide:-

- a) a termination of employment statement, and/or
- b) a certificate of employment.



#### 4. Time Limit on Life at Counseling and/or Warnings

No time limit on the life of previous counseling or warnings will apply. However, the flow of time will be a factor taken into consideration should it be necessary to take previous counseling and/or warnings into consideration.



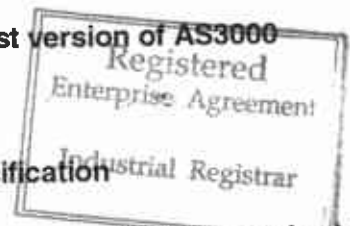


# WOLLONGONG ELECTRICAL ENGINEERING PTY. LTD. ENTERPRISE AGREEMENT

## APPENDIX B – BASE COMPETENCIES FOR WEE ELECTRICAL TRADESPERSONS (DRAFT)

### An electrician should possess skills to:

- I. Interpret Occupational Health & Safety Requirements, for example, use of ladders, Authority to Work, use of harnesses, etc.
- II. Interpret and put into practical use the requirements of the latest version of AS3000
- III. Interpret WEE's Quality Assurance requirements
- IV. Interpret and put into practice the Customer's Installation Specification
- V. Interpret site plans, wiring diagrams, termination diagrams, schematic diagrams and cable schedules
- VI. Plan material requirements in advance for their portion of the job
- VII. Plan the work sequence for their portion of the job with respect to work order and activity duration
- VIII. Perform elementary computations, for example, add, subtract, divide, multiply and percentage.
- IX. Effectively communicate verbally to customers, supervisors and other trade contractor representatives
- X. Effectively communicate in writing using standard forms
- XI. Measure using tapes, rulers, multimeter, and the like.
- XII. Effectively and safely use hand tools, cable stripping tools, hand power tools, welding machine
- XIII. Correctly operate voltmeter, ammeter, ohmmeter, continuity tester, insulation resistance tester, earth loop tester, and RCD/ELCB tester.
- XIV. Install PVC conduit, steel conduit and steel cable tray, and install wiring in accordance with requirements
- XV. Terminate cables by crimping, clamping, and soldering.
- XVI. Assemble and wire control panels
- XVII. Design simple bracketing for equipment mounting





# WOLLONGONG ELECTRICAL ENGINEERING PTY. LTD. ENTERPRISE AGREEMENT

**XVIII. Install and terminate the following wiring systems:**

- A. TPS cables
- B. armoured cables
- C. MIMs cable
- D. Screened cable
- E. Catenary cables
- F. Underground cables

**XIX. Install, commission and test electrical equipment rated up to 650V such as:**

- A. Fixed wired equipment/appliances
- B. Sensors
- C. Electrical Accessories
- D. Luminaires
- E. Switchboards
- F. Control panels
- G. Switchgear
- H. Programmable Logic Controllers



**XX. Decommission electrical equipment and wiring systems**

**XXI. Respond to breakdown, diagnose and repair faults on electrical equipment**

**XXII. Maintain electrical equipment such as:**

- A. Electrical rotating machinery
- B. Fixed wired equipment/appliances
- C. Protective devices
- D. Electrical accessories
- E. Luminaires
- F. Switchboards
- G. Control panels
- H. Switchgear



# WOLLONGONG ELECTRICAL ENGINEERING PTY. LTD. ENTERPRISE AGREEMENT

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## APPENDIX C – SCHEDULE OF WAGES



Schedule A - All-purpose hourly wage rates.

	Upon commencement		From 16 March 1998		From 28 Sept 1998		From 29 March 1999		From 1 July 1999		
	Current Award rate	3% above current award	Including BHP Allow.	4/8 % Increase	Including BHP Allow.	4% Increase	Including BHP Allow.	4% Increase	Including BHP Allow.	4% Increase	Including BHP Allow.
<b>CLASSIFICATION</b>											
Grade 1	\$ 11.27	\$ 12.12	\$ 13.24	\$ 12.24	\$ 13.73	\$ 12.73	\$ 13.24	\$ 14.24	\$ 13.77	\$ 14.77	
Grade 2	11.85	12.70	13.87	12.87	14.38	13.38	13.92	14.92	14.48	15.48	
Grade 3	12.41	13.26	14.49	13.49	15.02	14.02	14.59	15.59	15.17	16.17	
Grade 4	12.99	13.84	15.11	14.11	15.68	14.68	15.26	16.26	15.87	16.87	
Grade 5 unlicensed	13.82	14.67	16.02	15.02	16.62	15.62	16.24	17.24	16.89	17.89	
Grade 5 cert of regn	14.16	15.01	16.39	15.39	17.00	16.00	16.64	17.64	17.31	18.31	
Grade 5 qual super	14.45	15.30	16.70	15.70	17.30	16.30	16.97	17.97	17.65	18.65	
Grade 6 qual super	15.03	15.88	17.33	16.33	17.98	16.98	17.66	18.66	18.37	19.37	
Grade 7 qual super	15.17	16.02	18.57	17.57	19.27	18.27	19.00	20.00	19.76	20.76	
Grade 8 qual super	16.17	17.02	19.81	18.81	20.56	19.56	20.35	21.35	21.16	22.16	
Grade 9 qual super	17.31	18.16	20.44	19.44	21.22	20.22	21.02	22.02	21.87	22.87	
Grade 10 qual super	17.89	18.74	22.31	21.31	23.16	22.16	23.05	24.05	23.97	24.97	
Grade 11 qual super	19.04	20.46									
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