

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/140

TITLE: Newcastle Control Engineering Pty Enterprise Agreement 1999

I.R.C. NO: 99/1788

DATE APPROVED/COMMENCEMENT: Approved 3 May 1999 and commenced 4 February 1999.

TERM: 1 April 2000

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Applies to employees engaged pursuant to the Electrical Contracting Industry
(State) Award

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

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Arrangement

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1. Introduction

This agreement has been jointly developed by Newcastle Control Engineering Pty Ltd, its employees and the Electrical Trade Union of Australia, New South Wales Branch with the purpose of developing and implementing workplace reform strategies so as to produce a continuous improvement environment aimed directly at improving the competitiveness of the Company within the marketplace, thus delivering projects on time and within budget along with job satisfaction and security for employees.

2. Definitions

For the purpose of this award:

"agreement" means this enterprise agreement



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"Parent award" means the Electrical Contracting Industry (State) agreement published 25 June 1993 [275 lg. 730], as varied.

"Company" means Newcastle Control Engineering Pty Ltd

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

"Union" means the Electrical Trades Union of Australia, New South Wales Branch.

3. Objectives

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

to ensure customer satisfaction in the provision of services;

increasing 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 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; and

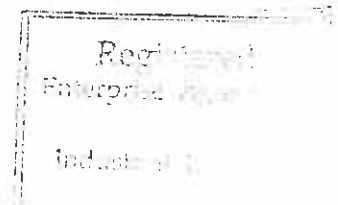
to substantially reduce and eventually eliminate lost time.

4. Application of Agreement

This agreement applies to the Company in respect of all employees who are engaged pursuant to the parent award.

Where there is any inconsistency between this agreement and the parent award, this agreement shall prevail to the extent of this inconsistency.

5. Date and Period of Operation



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This agreement shall operate from 4th February 1999 and shall remain in force for until 1 April 2000. This agreement replaces all previous agreements and enterprise awards.

The parties to this agreement shall continuously monitor the application of the agreement via the consultative committee.

6. No Extra Claims

The employees and the union shall not pursue any extra claims, either award or over award for the life of this agreement. Where any disagreement arises, the parties shall follow clause

7. Not to be Used as a Precedent

This agreement shall not be used in any matter whatsoever to obtain similar agreements or benefits in any other State, Territory, Division, Plant or Enterprise.

8. Parties Bound

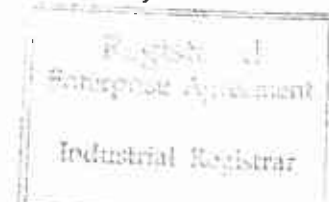
This agreement shall be binding upon:

- (a) Newcastle Control Engineering Pty Ltd
- (b) All 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, New South Wales Branch.

9. Conditions of Employment

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 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 to go" 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 the determining factors regarding retrenchment of employees. However, where efforts, skills and abilities are equal then seniority shall take precedence; and
- (iv) maintain commitment to, and comply with the Company's directions [consistent with the objectives of this agreement] with respect to safety, quality, site cleanliness and waste management; and



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- (v) be committed to the objectives in clause 4, Objectives.

10. Dispute Settlement Procedure

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

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

The employee(s) or accredited employees representative wishing to raise any matter affecting the employee(s) shall:

initially raise the matter with the employee(s) immediate supervisor/foreperson. If agreement is not reached at this level, the employee(s) or representative shall then;

raise the matter with the Company manager or his/her representative. If agreement is not reached at this level and an employee representative has been involved, the employee representative shall then:

be provided with telephone facilities to speak to an official of the union and request representation at a further conference to be held at a date and time mutually acceptable.

Should negotiations as prescribed above fail, the matter (where appropriate) shall be referred to the State Secretary of the union within five working days, at which level a conference of the parties shall be convened without delay.

In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of New South Wales for resolution.

Whilst the procedure is being effected, work shall continue normally.

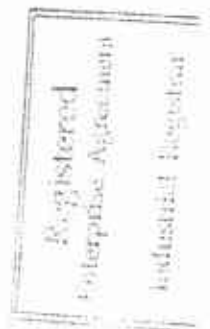
All recommendations, orders and/or directions of the Industrial Relations Commission shall be strictly observed by all parties.

11. Wage Increase

In recognition of the productivity measures herein and subject to the continued commitment to and implementation thereof, the following non-compounding increases based on the All Purpose parent award hourly rates of pay at date of certification, shall be available to all employees covered by this agreement from the first full pay period :

- (a) Effective from 4th February 1999 as per schedule A

This wage increase will be in lieu of any other increases granted by the Industrial Relations Commission of New South Wales during the term of this agreement



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except that, should the parent award all purpose hourly rates of pay exceed the rates under this enterprise agreement, employees shall be paid at the higher hourly rate figure.

Disability and expense related allowances will be paid in accordance with the parent award and varied as the parent award is varied.

12. Consultative Mechanisms

The parties agree that a precondition for the effective operation of this agreement is the establishment of agreed consultative mechanisms within the Company. To this end, a consultative committee comprising of Company appointed representatives and employee elected representatives shall be established and maintained. The purpose of the consultative committees shall be to develop, recommend and assist to implement strategies and measures designed to achieve the objectives outlined under clause 4, Objectives.

13. Initiatives to Improve Productivity

EFT - It is agreed that the Company is eligible to make payment of wages by electronic funds transfer (EFT). All employees will nominate a bank account for this purpose.

Spread of Hours and Shift Work - The spread of hours during which ordinary time is paid is extended beyond its current scope from 6.00 am to 6.00 pm. There will be a provision for a 5.00 am start by agreement during daylight saving.

Supplementary Labour - The parties agree that when necessary to meet short term peak work requirements additional labour resources are able to be sourced from agreed bona fide labour hire companies who meet as a minimum the wages and benefits of this agreement and have an enterprise agreement with the union signatory to this agreement.

RDO Flexibility - It is a term of this agreement that the Company will be able to utilise increased flexibility on rostered days off (RDOs) by employees having their RDO on an agreed day on or 19 days before or after the agreed RDO. Where an employee elects he/she may bank RDO's to a maximum of five RDO's in a 12 month period.

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

Time Keeping - At any site requiring ten or more employees, the use of Time Keeping devices may be applied for the purpose of keeping accurate records. Should their introduction be deemed necessary it is agreed that the Consultative Committee will thoroughly discuss and review the method of implementation.

New Employees - Each employees after the first three months of employment shall be assessed by the Company. The following procedure shall apply in respect of new employees:

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should the Company believe that performance improvements are required the employee shall be given written advise in respect to the areas of work requiring attention;

should the Company believe that the performance of the employee is such that the employment contract be terminated, the matter shall be referred to the consultative committee.

If an agreed position cannot be reached between the parties the matter shall then be processed in accordance with clause

Retrenchment/Redundancy - The parties to this agreement accept that length of service can be an important consideration in determining retrenchments. The union accepts the principle that length of service should not necessarily be the exclusive consideration, but one of a range of factors considered including the skills and efficiency of the workers, the required skills available within the existing workforce, and changes in the operational direction of the business.

14. Industry Standards

(a) Superannuation - It is a term of this agreement that the Company will pay a minimum of the following contribution into the NESS Superannuation scheme for each employee an amount of \$60 per week or any increase by the board will apply.

All Superannuation will be paid monthly as required by the trust deed.

(b) Redundancy - It is the term of this agreement that the Company will pay a contribution of \$45.00 per week into an approved industry scheme for each employee.

All redundancy contributions will be paid monthly as required by the trust deed.

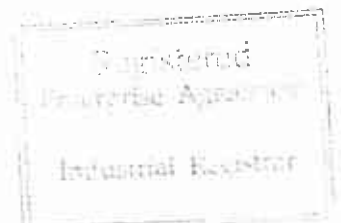
(c) Top-up/24 hour Income Accident Protection Insurance - It is a term of this agreement that the Company will provide Top-up/24 hour Income Accident Protection Cover with the CTAS scheme, Wage Cover or other agreed provider(s).

(d) Productivity Allowance - It is a term of this agreement that the Company will pay a productivity allowance as set out in Schedule A in lieu of the special rates as provided for in clause 16, Special Provisions. This will be a part of any project/site allowance.

(e) Clothing - Employees, after 152 hours employment with the Company, will be supplied with:

A bluey jacket between 1 April and 30 August each year, as soon as practical; and

three sets of shirts and shorts, overalls or trousers bib and brace, or any combination of the above;



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Safety boots will be provided on commencement of employment and replaced on a fair wear and tear basis.

15. Special Provisions

This agreement may be over-ridden by a project specific agreement, which provides superior rates and conditions. In the event of inconsistency, the terms of any variations will be determined by agreement with the higher standard applying.

16. Union Representatives

To facilitate effective representation of employees, two paid communication meetings of all employees will be scheduled each year during ordinary hours of work at an agreed time and venue. No work will be scheduled during these meetings and all employees will be required to attend. Where requested by the union and where authorised by an employee the Company will assist with the deduction of union fees payable to the union by an employee.

17. Apprentices and/or Trainees

Where the Company undertakes trade work it will maintain a ratio of one to five (one to four on Government section sites) apprentices to tradespeople, with a minimum of 50% of apprentices indentured to the Company.

Apprentices will be entitled to Top-up/24 hour Accident Income Protection Insurance, plus the productivity allowance as set out in schedule A and in subclause (d) of clause 15, Industry Standards.

The wage rate payable will be as defined in Schedule A.

Superannuation for Apprentices - It is a term of this agreement that the Company will pay for an apprentice Superannuation payment into the NESS Superannuation scheme in accordance with the NESS scale:

18. Picnic Day

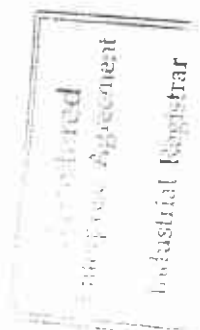
In accordance with picnic day provisions the Company will require from an employee proof of picnic day attendance, ie. ticket purchase before payment will be made for the day. No work will be scheduled for the first Monday of December each year, which is the Annual Building Industry Picnic Day.

19. Distant/Away Work

When an employee genuinely volunteers to be transferred to a distant site they shall not be entitled to living away allowances or travel expenses.

When 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 formatted in writing. The selection of employees for away work shall be at the discretion of the Company.



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20. Tools

The parties agree that a necessary precondition for a productive and effective workforce is to ensure that employees maintain and provide an adequate kit of tools.

A priority for the Consultative Committee is to develop an agreed tool list for employees consistent with the nature of work undertaken by the Company.

21. Skills Development

Skills development is an integral part of the aim 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 based development program to accommodate the above opportunity. The vehicle for the process will be the consultative committee.

The Company will use the formalised industry competency standards as laid down by the EEITC for the purpose of accreditation of employees.

22. Wet Weather Procedure

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

Whilst it is raining employees will be required to:

continue to work under cover or relocate to alternative work under cover on site;

obtain materials and services for employees working under cover where there is only minimal exposure to inclement weather; and

when required, perform emergency and safety work, in addition to work on unexpected breakdowns which can be corrected in limited time duration.

Should a portion of the project be affected by wet weather, all 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 wet weather, the parties agree that employees may be relocated to other unaffected areas.

23. 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:
(i) They have an enterprise agreement with the Union, and

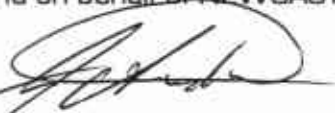


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- [ii] The apprentices and trainees hired to the Company shall be paid at least the rates and conditions of this agreement, and
- [iii] The Group Training Company shall be notified if a site allowance/project allowance is payable.

24. Signatories

Signed for and on behalf of NEWCASTLE CONTROL ENGINEERING PTY LTD

Signature  Date 14-4-99

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

Signature  Date 19.4.99

Registered
Enterprise Agreement
Industrial Engineer

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Schedule A

RATES APPLYING FROM 4TH FEBRUARY 1999

Classification	All Purpose Hourly Rate	Daily Average Excess Fares Allowance	Daily Average Excess Travel Allowance	Enterprise Allowance per hour work
TRADESMEN				
Grade 1	14.75	8.00	9.60	1.60
Grade 2	15.53	8.00	10.20	1.70
Grade 3	16.29	8.00	10.80	1.80
Grade 4	17.06	8.00	11.40	1.90
Grade 5 unlicensed	18.17	8.00	12.00	2.00
Grade 5 Cert of Registration	18.61	8.00	12.00	2.00
Grade 5 Qualified Supervisor	19.00	8.00	12.00	2.00
Grade 5 un/licensed l/hand	19.29	8.00	12.00	2.00
Grade 5 licensed leading hand	20.12	8.00	12.00	2.00
APPRENTICES				
Indenture 1 st Year	7.33	8.00	4.84	0.50
Indenture 2 nd Year	9.68	8.00	6.37	0.75
Indenture 3 rd Year	13.43	8.00	8.88	1.40
Indenture 4 th Year	15.33	8.00	10.13	1.90
Trainee 1 st Year	8.25	8.00	5.45	0.50
Trainee 2 nd Year	10.87	8.00	6.58	0.75
Trainee 3 rd Year	14.70	8.00	9.71	1.40
Trainee 4 th Year	16.08	8.00	10.62	1.90

