

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/182

TITLE: PHC Voice and Data Enterprise Agreement 1999

I.R.C. NO: 99/2006

DATE APPROVED/COMMENCEMENT: 27 May 1999

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of the Company who are engaged pursuant to the Parent Award and who are engaged upon construction work within the County of Cumberland

PARTIES: PHC Voice & Data Engineering Pty Ltd -&- Danny Catone, Christopher Coulston, Terry Frantzis, Richard MacIntyre, Noel Oliver, John Panuccio, Paul Quilky, Steve Wade

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1. INTRODUCTION

This Agreement has been jointly developed by PHC Voice And Data, and its employees 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 PHC Voice And Data Enterprise Agreement 1999.

3. DEFINITIONS

For the purpose of this Agreement:

- "Agreement" means this Enterprise Agreement.
- "Company" means PHC Voice And Data Engineering P/L.
- "Construction Work" has the same definition as contained in the Parent Award.
- "County of Cumberland" is shown on the attached map.
- "Employee" means an employee of the Company performing work within the scope of this Agreement.
- "NECA" means the National Electrical Contractors Association.
- "Parent Award" means the Electrical Contracting Industry (State) Award 1992.
- "Union" means the Electrical Trades Union of Australia, NSW Branch.

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 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.

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5. PARTIES BOUND

This Agreement shall be binding upon:

- A) PHC Voice And Data Engineering P/L (A.C.N. 003 899 509)
- B) All employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award.

6. APPLICATION OF AGREEMENT

This Agreement applies to the Company, in respect of all employees who are engaged pursuant to the Parent Award and who are engaged upon construction work within the County of Cumberland.

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

7. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation from date of registration and remain in force until ~~30 December 1999~~ *27 May 2000.*

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

8. 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. 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 the determining factors regarding the retrenchment of employees; and
 - iv) maintain commitment to, and comply with the Company's directions (consistent with the

objectives of the Agreement) with respect to safety, quality, site cleanliness and waste management 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 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:

- 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 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 will then;
 - iii) be provided with telephone facilities to speak to an official of the Union and request representation at a further conference to be held at a date and time mutually acceptable.
- b) Should negotiations as prescribed in (a) above fail, the matter (where appropriate) shall be referred to the National Electrical Contractors Association and the State Secretary of the Union or his/her nominee within five working days, at which level a conference of the parties shall be convened without delay.
- c) In the absence of agreement, either party may refer the matter to the New South Wales Industrial Relations Commission for resolution.
- d) Whilst the above procedure is being effected, work shall continue normally.
- e) All recommendations, orders and/or directions of the Industrial Relations Commission of New South Wales 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 shall 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 allowing 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 38 hours per week and shall be between 6:00 am and 6:00 pm on any or all of the days Monday to Friday. 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 agreement.

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.

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 in accordance with sub-clause 22.6 of the Parent Award.

Shift Work

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

Rostered Days Off (RDO's)

The parties agree to increased flexibility with regard to taking RDO's. RDO's may be rescheduled 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. Records of each employee's RDO status will be kept by the Company and made available to the employee upon request. RDO's may be banked to a maximum of 5 days.

The parties acknowledge the current debate and proceedings with regard to family leave. It is agreed that one of the benefits of increased flexibility with regard to the taking of RDO's is that it facilitates their usage of the purpose of family leave.

By the 31st December each year an employee must by agreement either take his accrued days off or convert them into a cash pay out.

Starting

Employees shall be at the nearest gang box or site shed dressed, equipped and ready to commence 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 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.

14. WAGES

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 dates specified in Schedule A.

These wage increases will be in lieu of any other increases granted by the Industrial Relations Commission of New South Wales during the term of this Agreement except that should the Parent Award's all purpose hourly wage rates exceed the rates under this Agreement, employees shall be paid at the higher hourly rate.

Expense related allowances, 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. PRODUCTIVITY ALLOWANCE

A productivity allowance per hour worked will be paid to employees engaged upon construction work upon commencement of this Agreement. This allowance will not be subject to penalty addition and shall be in lieu of all or any Parent Award disability allowances, with the exception of the multi-storey allowance.

The productivity allowance shall be as prescribed in Schedule A.

As an apprentice progresses from one year of his/her apprenticeship to the next, entitlement to the productivity allowance at the rate prescribed for that next year is dependent upon the apprentice having successfully passed all his/her TAFE studies to date. Failure to do so means the apprentice does not become entitled to the higher productivity allowance. If it becomes apparent to the employer that the apprentice is having difficulties in his/her TAFE studies, the employer shall do all that is reasonable to assist the apprentice to successfully complete his/her studies.

Site/project allowances will be paid in addition to the productivity allowance where such an addition is either:

- a) Awarded by the Industrial Relations Commission: or
- b) Required by contract condition specified at the time of the tender. It is incumbent upon the Company to enquire of the head contractor/client at the time of the tender whether a site/project allowance is contractually required to be paid and in particular whether it is required to be paid in accordance with the Construction Industry Site Allowance Matrix.

16. NO DISADVANTAGE

No employee shall suffer an overall reduction in pay as a result of the making of this Agreement. The components used to determine if any financial disadvantage has occurred are wage rates, productivity allowance and excess fares and travel time only. Site allowance, superannuation, redundancy and top-up/24 hour employee insurance contributions will not form part of an employee pay for this purpose. Further, this assessment will be based on an ordinary 38 hour working week and no overtime shall be taken into account.

17. SUPERANNUATION

The Company will pay superannuation contributions into the NESS No.1 Superannuation for each employee. It is hereby agreed that this superannuation fund will be the sole fund utilised under this agreement. The contribution rate shall be as required by the Superannuation Guarantee Legislation

18. REDUNDANCY

Upon commencement of this Agreement, the Company will make contributions to MERT on behalf of employees (other than apprentices and trainees) engaged upon construction work at the rate specified under the award.

19. CLOTHING

Employees after 152 hours employment with the Company will be supplied with-

- a) Two sets 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.
- b) Safety boots will be provided on commencement of employment and replaced on a fair wear and tear basis.
- c) A jumper, or in the case of employees engaged upon construction work, a bluey jacket, which shall be replaced on a fair wear and tear basis.

20. 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.

21. 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.

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.
- 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 skills development activities, all of which will count as productive time for payment purposes.

23. 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 in accordance with the Industrial Relations Act 1996.

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

24. FARES AND TRAVELLING ALLOWANCES

Employees will be paid an excess fares allowance as prescribed by Schedule A where they have an entitlement to this allowance under the Parent Award.

Where an employee has an entitlement to the average excess travelling time payment pursuant to subclause 4.4.2 of the Parent Award, the payment will be as prescribed by Schedule A.

25. DISTANT / AWAY WORK

Where an employee genuinely 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.

26. 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 sign that work has been carried out in accordance with the customer's specific requirements. Where necessary, training will be provided in these activities.

27. CLASSIFICATIONS

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

28. 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. PHC expect that employees have and maintain a standard set of tools. Test equipment, drills, ladders etc will be provided by PHC Voice & Data Engineering.

29. SUPPLEMENTARY LABOUR

It is recognised by the parties that from time to time it may be in the best interests of PHC Voice And Data and/or a project to cover short term shortages of labour by other than direct full time employment. It is also agreed that PHC Voice and Data from time to time may use/place labour from/to other Electrical Contractors. It is agreed that PHC Voice And Data may engage short term supplementary labour either on a casual basis or from a labour hire company, on the understanding that all supplementary hire employees will receive the conditions detailed in this agreement

30. 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 their employees; and
- The apprentices and 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/project allowance is payable.

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33. RENEWAL OF AGREEMENT

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

34. SIGNATORIES

Signed by: *M. Abd* date: 3/5/99

For and on behalf of PHC Voice & Data Engineering

Signed by: *Peter G.* date: 3/5/99

For and on behalf of PHC Voice & Data Engineering

Signed by: *R. Maintry* date: 3/5/99

For and on behalf of PHC Voice And Data Engineering Employees

Signed by: *M. Lath* date: 3/5/99

For and on behalf of PHC Voice And Data Engineering Employees

GODFRED ADUTNUM

GAF

JUSTICE OF THE PEACE

The following employees of PHC Voice And Data Engineering P/L have been elected by the employees to represent them in relation to the proposed Enterprise Bargaining Agreement.

Richard Macintyre of 27 Milburn Rd Gynea

Signed

R. Macintyre

Christopher Coulston 137 Woronora Cr. Como West

Signed

C. Coulston

Witnessed by

M. Orchard

Michael Orchard

GODFRED ADUWUM

CALE

JUSTICE OF THE PEACE

ANNEXURE A

**COMPARISON OF EMPLOYMENT UNDER THE AGREEMENT
AS AGAINST THE AWARDS**

The agreement is to be read in conjunction with the Electrical Contracting Industry (State) award.

The clauses of the agreement which amend or are additional to the award referred to above are:

Clause 14- Wages

The rates below indicate relative comparisons for grades as prescribed in the Electrical Contracting Industry (State) Award and The PHC Enterprise Bargaining Agreement

	All purpose Hourly Rate	Productivity Allowance Per hour Worked	Daily Average Excess fares	Daily Average Excess Travel Time	Weekly Pay*	Annual Pay#
Grade 1 Award**	11.6		8.2	9.28	528.2	26749.72
Grade 1 PHC EBA	14.75	1.6	8	9.6	709.3	35803.6
Grade 5 Award**	13.82		8.2	11.06	621.46	31526.26
Grade 5 Unlicensed PHC EBA	18.17	2	8	12	866.46	43787.92
Grade 5 Qualified Supervisor Award***	14.79		8.2	11.84	662.22	33613.8
Grade 5 Qualified Supervisor PHC EBA	19	2	8	12	898	45428
Grade 5 Licensed Lead Hand Award****	15.65		8.2	12.52	698.3	35462.08
Grade 5 Licensed Lead Hand PHC EBA	20.12	2	8	12	940.56	47641.12

*Weekly pay based on 38 hours worked

#Annual pay based on 219 working days per year, Annual leave and Public holidays

**Award rates include Tool allowance, construction work allowance, Special allowance based on Wage rate schedule No9 Award Variation June 16, 1998

***Includes Qualified supervisor allowance.

**** Includes Leading hand allowance

Clause 15- Productivity Allowance

This clause provides an allowance on top of the basic rate to be paid for any hour or part hour worked.

Clause 25- Fares and Travelling allowances

This clause provides an average excess allowance to be paid to all employees covered by this agreement for every day worked regardless of starting location but not limiting distant work clauses.