

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/185

TITLE: Power Serve Pty Ltd Enterprise Agreement 1999 - 2000

I.R.C. NO: 99/3710

DATE APPROVED/COMMENCEMENT: 28 July 1999

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged in any of the occupations industries or callings specified in the Parent Award

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

POWER SERVE PTY LTD

**ENTERPRISE
AGREEMENT**

1999 - 2000

Registered
Enterprise Agreement
Industrial Registrar

**POWER SERVE PTY LTD
ENTERPRISE AGREEMENT 1999 - 2000**

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1. INTRODUCTION

This Agreement has been jointly developed by Power Serve Pty Ltd, its 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 Power Serve Pty Ltd Enterprise Agreement, 1999-2000.

3. DEFINITIONS

For the purpose of this Agreement:

- a.) "Agreement" means this Enterprise Agreement
- b.) "Company" means Power Serve Pty Ltd
- c.) "Construction Work" has the same definition as contained in the Parent Award.
- d.) "Employee" means an employee of the Company performing work within the scope of this Agreement.
- e.) "NECA" means the National Electrical Contractors Association.
- f.) "Parent Award" means the Electrical Contracting Industry (State) Award 1992.
- g.) "Union" means the Electrical Trades Union of Australia, NSW Branch.

4. OBJECTIVES

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

- a.) To ensure customer satisfaction in the provision of services.
- b.) Increasing the competitiveness, productivity, efficiency and flexibility of the Company and its workforce.
- c.) Creating a co-operative, safe and productive environment on the Company's projects.
- d.) Continuing the development of more flexible, efficient and adaptable management and work practices.
- e.) Establishing and developing better and more effective communication and consultation between the Company and employees.



4. OBJECTIVES CONTINUED.....

- f.) To foster a commitment to the Company's Quality Management System.
- g.) Improving job security and the working environment.
- h.) To provide for the use of the full range of skills and knowledge held by employees.
- i.) To implement a training skills enhancement program consistent with the provisions of the Parent Award and this Agreement for all employees.
- j.) To substantially reduce disputation and eventually eliminate lost time due to disputation.

5. PARTIES BOUND

This Agreement shall be binding upon:

- a.) Power Serve Pty Ltd and
- b.) All employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award; and
- c.) The Electrical Trades Union of Australia, New South Wales Branch.

6. APPLICATION OF AGREEMENT

This Agreement applies to the Company in respect of all employees who are engaged pursuant to the Parent Award. Provided that the Union's rights to seek to negotiate a separate enterprise agreement for the County of Cumberland are reserved.

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 30 June 1999 and remain in force until 30 June 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. 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:

1.) properly use and maintain all appropriate protective clothing and tools and equipment provided by the Company for specified circumstances; and

11.) use any technology and perform any duties which are within the limits of the employee's skill, competence and training; and

111.) 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

1V.) 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 Schedule B of this agreement; 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.

10. CONSULTATIVE MECHANISM'

The parties agree that a precondition for the effective operation of the Agreement is the establishment of a Consultative Committee 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 in clause 4 of this Agreement.

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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:

a.) Procedure relating to a grievance of an individual employee:

1.) The employee is required to notify the Company (in writing or otherwise) as to the substance of the grievance, request a meeting with the Company for bilateral discussions and state the remedy sought.

11.) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussions and resolution at higher levels of authority.

111.) Reasonable time limits must be allowed for discussions at each level of authority.

1V.) At the conclusion of the discussions, the Company must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.

V.) While a procedure is being followed, normal work must continue.

VI.) The employee may be represented by an industrial organisation of employees that is entitled to represent the employee's industrial interests.

V11.) In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of NSW for conciliation and/or arbitration.

b.) Procedure for a dispute between the Company and the employees;

1.) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussions and resolution at higher levels of authority.

11.) Reasonable time limits must be allowed for discussions at each level of authority.

111.) While a procedure is being followed, normal work must continue.

1V.) The Company may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees that is entitled to represent the employees' industrial interests for the purposes of each procedure.

V.) In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of NSW for conciliation and/or arbitration.

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12. HOURS OF WORK

a). DAY 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. While implementation will be by mutual agreement between the company and the majority of employees concerned, the employees concerned will not unreasonably withhold consent.

The parameters for ordinary hours for the purpose of this Agreement shall be an average of 38 hours per week and shall be between 6.00am 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. 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 and the Shift Work clause below.

b). Shift Work

The above flexible hours of work provisions will also apply to shift work as defined by the Parent Award. Sub-clause 22.6.2 of the Parent Award will be limited to a maximum of 50 per cent loading where an employee has been given at least 5 days notice of the requirement to work shift work.

c.) Rostered Days Off (RDO's)

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 rather than 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. Upon termination of employment, any untaken RDO's will be paid out and shall not be used for a period of notice.

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12. HOURS OF WORK CONTINUED

d.) Starting Work

Employees shall be at the nearest gang box or site shed dressed and equipped and ready to commence work at the work start time. Wash up time shall occur after the finish time. Consideration shall be given to adjusting the wash up time for affected employees on an exceptionally dirty site.

e.) Meal Breaks

Meal and crib breaks shall be scheduled such that an employee shall not be compelled to work for more than 5 hours without a meal or crib break. This shall override any contrary Parent Award provisions.

13. 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.

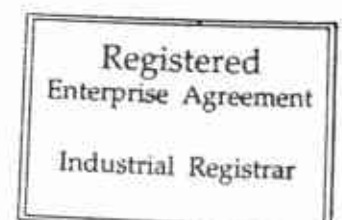
14. PRODUCTIVITY ALLOWANCE

A productivity allowance per hour worked will be paid to employees upon commencement of this Agreement. This allowance will not be subject to penalty addition.

The productivity allowance shall be as prescribed in Schedule A.

Payment of the productivity allowance will also be conditional upon an employee fulfilling the requirement of:

- 1.) Subclause 9a)(i) of this Agreement; and
- 11.) Subclause 9a)(ii) of this Agreement; and
- 111.) Subclause 9a)(v) of this Agreement; and
- 1V.) Subclause 9a)(vi) of this Agreement.



15. SITE ALLOWANCES

Where under its contractual obligations for particular projects/sites, the Company is obliged to pay productivity/site/project allowances (including those awarded by the relevant industrial tribunals) the following conditions shall apply:

- a.) such allowance shall be paid for actual hours worked and shall only be paid to employees where the Company is contractually entitled to recover the full cost of such allowances; and
- b.) where any agreement under which such allowances arise provides for productivity measures not included in this Agreement the Company may, at its discretion, adopt some or all of those additional measures for the duration of that project.

16. OVERTIME

a.) Time Off in Lieu of Overtime

Where an employee works overtime, the employee's may at their request and 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.

17. SUPERANNUATION

The Company will pay superannuation contributions into the NESS Superannuation Scheme 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, provided that the weekly minimum contribution for all employees, except apprentices and trainees, will be:

Upon agreement \$45.00 per week worked
1 January 2000 \$50.00 per week worked

All superannuation contributions will be paid monthly as required by the Trust Deed.

18. REDUNDANCY

Redundancy will be paid strictly according to the provisions of the Electrical Contracting Industry Redundancy and Technological Change (State) Award. Upon registration of this Agreement, the Company will make contributions to MERT on behalf of employees (other than apprentices and trainees) after 6 months continuous service with the company at the rate of \$20 per week worked, unless the employee is on a site with an agreed higher rate.

19. TOP-UP/ 24 HOUR INCOME ACCIDENT PROTECTION INSURANCE

The Company only will pay Top-Up/24 Hour Employee Insurance into WageCover or other approved schemes where there is contractual obligations.

20. CLOTHING

Employees who successfully complete their probationary period of employment with the company will be supplied with two sets of long trousers with long sleeve shirts, 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.

Safety boots will be replaced on a fair wear and tear basis.

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21. LEAVE

a.) Sick Leave

Sick leave shall be as per the Parent Award except that to qualify for paid sick leave, an employee must:

- 1.) advise the Company before the normal work commencement time of his/her inability to attend for duty and the nature of the illness or injury and the estimated duration of the absence; and
- 11.) on or before his/her return to work provide a certificate from a qualified medical practitioner that, in the practitioner's opinion, the employee was unable to attend for duty due to personal illness or injury (the nature of which shall be stated in the certificate), and the period of the inability to attend for duty.

b.) Leave Without Pay

Where an employee is absent from work in circumstances where there is no entitlement to payment (ie leave without pay), the absence may be paid out, (by mutual agreement) of existing annual leave or banked RDO or banked overtime entitlements.

22. TRANSFER OF LABOUR

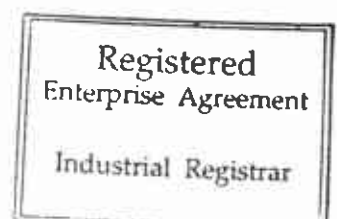
If a halt to productive work occurs which is not the fault or the responsibility of the Company, the parties agree that employees can be relocated to other unaffected areas to continue productive work or to other sites if work is available.

23. 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.

a.) 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:

- 1.) Developing a more highly skilled and flexible workforce.
- 11.) Providing employees with career opportunities through appropriate training to acquire the additional skills as required by the Company.
- b.) Taking into account:
 - 1.) The current and future skill needs of the Company.
 - 11.) The size, structure and nature of the Company.
 - 111.) The need to develop vocational skills relevant to the Company and the Electrical Contracting Industry.



24. 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:

- 1.) Continue to work under cover or relocate to alternative work under cover, on site.
- 11.) Obtain materials and services for employees working under cover where there is only minimal exposure to inclement weather.
- 111.) When required, perform emergency and safety work. In addition, work on unexpected breakdowns which can be corrected in limited time duration.
- IV.) 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.
- V.) If a halt to productive work occurs due to inclement weather, the parties agree that employees may be relocated to other unaffected sites.
- VI.) 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.

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 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.

26. FARES AND TRAVELLING ALLOWANCES

Employees will be paid an excess fares allowance as prescribed by 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 in the Parent Award.

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27. DISTANT/AWAY WORK

Where an employee genuinely volunteers to be relocated 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.

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. 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.

30. TOOLS

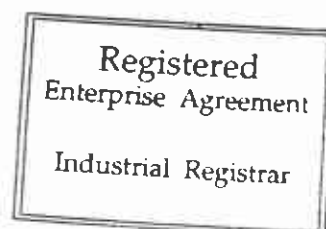
The parties agree that a necessary precondition for a productive and efficient workforce is to ensure that employees maintain and provide an adequate kit of tools.

31. PROJECT AGREEMENTS

Where, on a particular project, the Company is contractually bound to abide by a project or site specific agreement award, then it is agreed that the provisions of that agreement/award shall apply to the project or site in lieu of this Agreement.

32. 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 shall be scheduled on the first Monday of December ewach year which is the Annual Building Industry Picnic Day.



33. SUPPLEMENTARY LABOUR.

The parties agree that when necessary to meet short term peak work requirements additional labour resources will be sourced from bonifide 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.

34. 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 apprentices and trainees hired to the company shall be paid at least the rate and conditions of the Award; and
- * the Group Training Company shall be notified if a site allowance / project allowance is payable.

35. UNION MEMBERSHIP

To the extent that the appropriate legislation permits, the Company shall give favourable consideration to the employment of financial members of the Union respondent to this Agreement.

36. UNION DUES.

The company agrees to make payroll deductions at the request of the employee for union dues during the life of the Agreement.

37. RENEWAL OF THE AGREEMENT.

The Company shall, 3 months prior to the finish of this Agreement, commence negotiations with its employees and the Union for a New Agreement.

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SCHEDULE A

Power Serve Pty Ltd

Note: The wage increase are payable from the first full pay period on or after the date specified.

	From 30 June 1999	Prod. Allowance	From 29 July 1999	Prod. Allowance	From 1 Feb 2000	Prod. Allowance
Grade 1	\$12.02	\$0.70	\$12.25	\$1.00	\$12.76	\$1.00
Grade 2	\$12.68	\$0.70	\$12.92	\$1.00	\$13.50	\$1.00
Grade 3	\$13.33	\$0.70	\$13.60	\$1.00	\$14.17	\$1.00
Grade 4	\$13.97	\$0.70	\$14.25	\$1.00	\$14.87	\$1.00
Grade 5 Unlisc	\$14.92	\$0.70	\$15.25	\$1.00	\$15.90	\$1.00
Grade 5 Qual Supv	\$15.64	\$0.70	\$16.00	\$1.00	\$16.65	\$1.00
Grade 6	\$16.22	\$0.70	\$16.66	\$1.00	\$17.35	\$1.00
Grade 7	\$17.57	\$0.70	\$18.00	\$1.00	\$18.76	\$1.00
Grade 8	\$18.86	\$0.70	\$19.35	\$1.00	\$20.15	\$1.00
Grade 9	\$19.50	\$0.70	\$20.03	\$1.00	\$20.87	\$1.00
Grade 10	\$21.46	\$0.70	\$22.05	\$1.00	\$23.00	\$1.00
Indentured 1st Year Apprentice	\$5.94	\$0.35	\$6.04	\$0.50	\$6.30	\$0.50
Indentured 2nd Year Apprentice	\$7.87	\$0.45	\$8.05	\$0.60	\$8.40	\$0.60
Indentured 3rd Year Apprentice	\$11.00	\$0.55	\$11.22	\$0.80	\$11.70	\$0.80
Indentured 4th Year Apprentice	\$12.53	\$0.65	\$12.82	\$0.90	\$13.36	\$0.90
Trainee 1st Year Apprentice	\$6.75	\$0.35	\$6.89	\$0.50	\$7.18	\$0.50
Trainee 2nd Year Apprentice	\$8.90	\$0.45	\$9.12	\$0.60	\$9.51	\$0.60
Trainee 3rd Year Apprentice	\$12.09	\$0.55	\$12.34	\$0.80	\$12.87	\$0.80
Trainee 4th Year Apprentice	\$13.16	\$0.65	\$13.47	\$0.90	\$14.04	\$0.90

TRAVELLING TIME: \$12.00 per day worked
FARES: \$ 8.00 per day worked

