

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/41

TITLE: Ardayne Engineering Pty Ltd Enterprise Agreement 1998-1999

I.R.C. NO: 98/6519

DATE APPROVED/COMMENCEMENT: 23 December 1998

TERM:

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: applies to employees of Ardayne Engineering Pty Ltd 1 Cambridge Street Willoughby NSW 2068, engaged in data and communications cabling as specified in the Award, it does not apply to secretarial employees

PARTIES: Ardayne Engineering Pty Ltd -&- Steve Campbell, Mark Gearie, Leslie Robert O'Donnell, Michael Privitera, Stephen Taylor



ARDAYNE ENGINEERING PTY LTD ENTERPRISE AGREEMENT 1998-1999



1. INTRODUCTION

This Agreement has been jointly developed by Ardayne Engineering Pty Ltd 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 Ardayne Engineering Pty Ltd Enterprise Agreement 1998-1999.

3. DEFINITIONS

For the Purpose of this Agreement:

"Agreement" means this Enterprise Agreement.

"Company" means Ardayne Engineering Pty Ltd.

"Employee" means an employee of the Company performing data and communications cabling work.

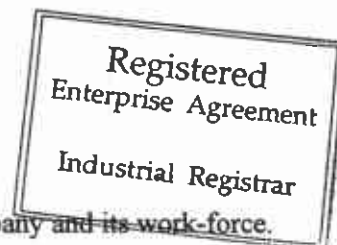
"Parent Award" means the Electrical Contracting Industry (State) Award 1992.

"Distant Work" is defined as in the Parent Award

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 work-force.
- 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 eliminate lost time due to disputation



5. PARTIES BOUND

The enterprise agreement is made in accordance with:

- a) the provisions of sections 32 - 47 of the Industrial Relations Act 1996; and
- b) the principles for approving enterprise agreements as provided by section 33(1) of the Act.

This Agreement shall be binding upon:

- a) Ardayne Engineering Pty Ltd, and
- b) All employees of the company (specified in Schedule B) engaged in data and communications cabling as specified in the Parent Award.

6. APPLICATION OF AGREEMENT

This Agreement applies to the Company in respect to all employees who are engaged pursuant to the Parent Award and who are engaged upon data and communications cabling work..

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

7. DURESS

No party has entered into this agreement under any duress.

8. INCIDENCE

This agreement shall regulate partially the terms and conditions of employment previously regulated by the Parent Award.

Apart from clauses specified in this agreement all other clauses of the Electrical Contracting Industry (State) Award shall apply.

9. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation from the date of registration and remain in force until 30th December 1999.

10. NO EXTRA CLAIMS

The Employees shall not pursue any extra claims, either Award or over Award for the life of the Agreement. Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the company until the Agreement's nominal expiry date has passed. Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement.

11. 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.

12. 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 supplied 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. 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. 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 the Agreement) with respect to, safety, quality, site cleanliness and waste management.' and
 - v. 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. Otherwise following this period full-time employment will be offered if duties and performance are acceptable to both parties.
- c) The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.

13. HOURS OF WORK

The parties agree that the current working arrangements for hours of work provisions (including, but not limited to, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered during the life of this Agreement following consultation and agreement between the Company and the majority of affected employees 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.

13.1 Ordinary Hours

The parameters for ordinary hours for the purpose of this Agreement shall be all average of 40 hours per week and shall be between 7.45 am and 4.15 p.m. 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.

Thus employees shall be dressed and ready to start work at:

- a) the Company's premises;
- b) customer premises, or
- c) the site shed

as directed by 7.45am each day or at another time as agreed. Staggered starting or finishing times may be introduced by agreement with the employees at the site to help overcome any problems or potential delays.



13.2 Rostered Days Off (RDO's)

An additional 15 minutes per day (a total of 60 hours per year) is required to be worked as a contribution to a rostered days off accrual system. Thus employees will ordinarily finish work at 4:30pm. One paid rostered day off is provided per calendar month, to a total of 96 hours per year. Rostered days off can be accrued to maximum of 5.

Records of each employee's RDO status are kept by the company and indicated on each weekly wage slip.

13.3 Starting/Finishing on-site during ordinary hours

Employees are entitled to a reduction of work time by 15mins for each of starting or finishing on site during ordinary hours. For example, if work begins at the office at 7.45am and finished on-site, work will finish at 4.15pm. If work both starts and finishes on-site, work will finish at 4.00pm.

13.4 Weekend Work

Section 13.3 does not apply to weekend work. However, to compensate for this employee's overtime work for Saturday and Sunday will be paid from start to finish time including a half hour lunch break.

13.5 Overtime

Overtime is considered as any work in excess of the 8 standard hours a day (plus 15 mins rostered day off accrual time,) from Monday to Friday. The first two hours (after the 8 standard hours plus 15 mins) is calculated at time-and-a-half, and all hours after that are calculated at double-time. For a standard day of 7.45am to 4.30pm overtime rates will commence from 4.30pm.

13.6 Timesheets

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

Timesheets are to be maintained daily and provided by 8.00am every Thursday to the secretary.

13.7 Meal breaks

There is no provision for tea breaks. Lunch will be for 30 minutes, at a time suitable to the employee but commensurate with the requirements of the customer and the Company. No employee shall work more than 5 hrs without a meal break.

14. WAGES

Employees are paid above award rates as prescribed in Schedule A in accordance with the Parent Award. The grades for employees are as defined in the Parent Award.

These wage rates shall 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 wages rates exceed the rates under this Award, employees shall be paid at the higher hourly rate.

14.1 Award Allowances

Employees will be paid allowances in accordance with the Parent Award and varied as the Parent Award is varied where they have an entitlement to this allowance under the Parent Award or under the contract.

The wage rate payable to employees is greater than the sum of the award rate and the allowances to which employees are entitled. Thus the wage rates payable to employees are inclusive of all allowances as prescribed by Schedule A.

14.2 Meal Allowance

A meal allowance will be paid for any hours worked beyond 6.00 p.m. to all employees.

14.3 Traveling Away Allowance

Employees are entitled to a working away from home allowance for distant work as prescribed in Schedule A. All other expenses including all meals and accommodation expenses will be met by the Company.

The selection of employees for away work shall be solely at the discretion of the Company.

14.4 Payment of Wages

Wages will be paid weekly by electronic funds transfer (EFT). The employer shall comply with all provisions in relation to the keeping of time and wage records and production of payslips in accordance with the *Industrial Relations Act 1996*.

The wage period is from Thursday to Wednesday. Wages will normally be paid on Thursday.

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15. NO DISADVANTAGE

No employee shall suffer a 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, excess fares and travel time only. Site allowance, Superannuation, redundancy and top-up/24 hour employee insurance contributions will not form part of all employees income. Further, this assessment will be based on an ordinary 40 hour working week and no overtime shall be taken into account.

16. SICK LEAVE

Sick leave is only available to full-time employees.

Full-time employees are entitled to 3 days sick leave after 3 months continuous service and 2 additional days after 6 months service. Employees are entitled to a total of 5 sick days in any one calendar year. Sick leave is not accruable from year to year.

All sick leave requires a medical certificate unless otherwise stated.

17. HOLIDAYS

Paid holiday leave is as per the Annual Holidays Act 1944. It is only available to full time or part time employees, not to casual employees.

Employees are entitled to four weeks holiday after 12 months of completed service. The timing of the leave is at the discretion of the company. Holiday pay will be paid in advance or as pay days are due at the request of the employee.

18. LONG SERVICE LEAVE

Long service leave is payable in accordance with the Long Service Leave Act 1955. Leave is payable after 10 years of continuous service, some benefits may be payable after 5 years.

19. SUPERANNUATION

The Company will pay Superannuation contributions into the Westpac Master Trust Superannuation Scheme. The contribution rate shall be as required by the Superannuation Guarantee Legislation:

1998/1999:	7%
1999/2000:	7%

All Superannuation contributions will be paid annually as required by the legislation.

In accordance with legislation, the company will pay Superannuation into the employee's nominated fund after 1st July 1999 (subject to site requirements).



20. WORKER'S COMPENSATION

If an employee incurs an injury during work hours they must notify the company within 24 hours of the injury. The company must report the incident to their Worker's Compensation Insurer within 24 hours of the incident in accordance with legislation.

21. SMOKING

The Company has a no-smoking policy. Smoking is only permitted during provided breaks, smoking is not permitted during work hours.

Smoking is not permitted on customer premises at any time, regardless of the customer's own smoking policies.

Employees may smoke during breaks but not in company vehicles or company premises or on customer premises (including any designated smoking areas.)

One instance of smoking on customer premises will be a cause for disciplinary action.

22. CLOTHING

Employees will be provided with 2 sets of work clothes after 30 days of employment. This will include:

- a) Two sets of beige shorts or trousers
- b) Two blue shirts with the company's insignia on it.
- c) Safety Boots, hat and vests will be provided as required for personnel working on building sites.

Employees may not wear jeans. They must provide their own shoes that are neat and clean.

Shorts or trousers are to be worn with a belt.

Work uniforms remain the property of the Company and must be returned upon termination of employment.

Additional sets of uniform will be provided on a fair wear and tear basis or at cost if requested otherwise.

23. LOST TOOLS

A register of tools will be kept. Replacement of lost tools is the responsibility of the employee, or alternatively replacement will be at cost. Tools will be replaced on a fair wear and tear basis. No tools are to be bought on any Company account without the authorization of the Manager.

24. TRAFFIC FINES AND PARKING INFRINGEMENTS

Traffic fines and parking fines are the sole responsibility of the driver. Responsible driving is expected from all employees.

There is no requirement to flout traffic or parking laws. If parking on Customer premises is not available and no adequate street parking is possible then parking stations are to be used. All receipts are to be retained and claimed as petty cash.

25. MOTOR VEHICLE ACCIDENTS

If the driver of the vehicle is not at fault then the matter will be between the company and the third party. However, it is the responsibility of the employees to get all the appropriate details from the other party such as license number, name, registration and vehicle type. The employee is also to contact the police if required and get any names of witnesses. The employee is to contact management at the earliest possible time.

Poor driving or negligence on the part of an employee which has contributed to or caused an accident will be a disciplinary offense.

26. 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.



Ardayne Engineering Pty Ltd Enterprise Agreement 1998-1999

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.

27. SUPPLEMENTARY LABOUR

The parties agree that when necessary to meet short term peak work requirements additional labour resources will be sourced from subcontractors who meet as a minimum the wages and benefits of this agreement.

28. RENEWAL OF AGREEMENT

Discussions will take place no later than 2 weeks prior to the expiry of this Agreement to re-negotiate a future agreement.

29. SIGNATORIES

Signed for and on behalf of Ardayne Engineering Pty Ltd

Wayne Bennett
Manager



Date: 3/12/98.

Signed by the employees;


Stephen Campbell

3/12/98

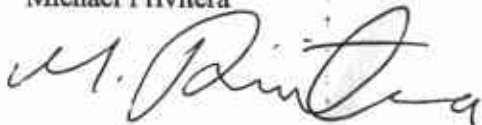
Date


Stephen Taylor

3-12-98

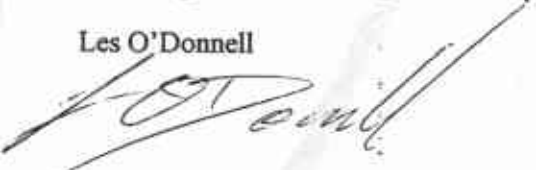
Date:

Michael Privitera



Date: 3-12-98

Les O'Donnell



Date: 4-12-98

Mark Gearie



Date:

3-12-98



SCHEDULE A

Wage Rates

CLASSIFICATION	Hourly Rate Actually Paid By The Company \$
Grade 2	11.54
Grade 3	13
Grade 4	15
Grade 5	17

Any casuals employed will be paid these rates (according to their skill level) plus 12 % for sick leave and public holidays and 1/12 for holiday pay to compensate for the lack of those respective benefits.

These wage rates are inclusive of any site allowances unless the sum of the award rate and the award allowances and the site allowances is greater than the wage rate. If the later is true employees will be paid the greater amount.

Meal Allowance

The meal allowance is \$8

The company has the option of paying for the meal for the employee or paying the meal allowance.

Working away from home allowance on distant work

Grade	Working Away from Home Allowance per hour \$
Grade 2	1.5
Grade 3	1.5
Grade 4	1.5
Grade 5	2.0



SCHEDULE B

Employees of the Company at the date of registration to which this agreement applies

Name	Address
Stephen Campbell	41 Bayview Ave, Earlwood 2206
Stephen Andrew Taylor	179 Wigram Rd, Glebe 2037
Michael Privitera	87 Greenwich Rd, Greenwich 2065
Leslie Robert O'Donnell	42 Hooper St, Randwick 2031
Mark Gearie	51 Easter Parade, North Avoca 2260

