

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA01/289

**TITLE:** Newsound Pacific (Aust) Pty Ltd - Fire Detection/EWIS System Contracting Division  
Electricians Sydney Enterprise Bargaining Agreement 2001

**I.R.C. NO:** 2001/5490

**DATE APPROVED/COMMENCEMENT:** 7 September 2001

**TERM:** 12 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 9 November 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 21

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees engaged pursuant to the Electrical, Electronic and Communications Contracting Industry (State) Award and who are engaged upon construction work within the boundaries of South Wollongong, Katoomba and Gosford

**PARTIES:** Newsound Pacific (Aust) Pty Ltd -&- Electrical Trades Union of Australia, New South Wales Branch

**NEWSOUND PACIFIC (AUST) PTY LTD**

**FIRE DETECTION & EWIS SYSTEMS  
CONTRACTING DIVISION**

**ELECTRICIANS (SYDNEY)  
ENTERPRISE BARGAINING AGREEMENT**

**JULY 2001 – OCTOBER 2002**

**NEWSOUND PACIFIC (AUST) PTY LTD – FIRE DETECTION / EWIS SYSTEM  
CONTRACTING DIVISION ELECTRICIANS (SYDNEY)  
ENTERPRISE BARGAINING AGREEMENT  
JULY 2001 – OCTOBER 2002**

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## 1. INTRODUCTION

This award has been jointly developed by Newsound Pacific (Aust) Pty Ltd – Fire Detection / EWIS System Contracting Division, Electricians (Sydney), its employees and the Electrical Trades Union of Australia, New South Wales Branch with the purpose of developing and implementing workplace reform strategies to better enable a continuous improvement of the workplace 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 Newsound Pacific (Aust) Pty Ltd – Fire Detection / EWIS System Contracting Division Electricians Sydney, Enterprise Bargaining Agreement 2001 – 2002.

## 3. DEFINITIONS

For the purpose of this agreement:

- “Agreement” shall mean this Enterprise Bargaining Agreement.
- “Company” shall mean Newsound Pacific (Aust) Pty Ltd.
- “Major Construction Work” shall be as defined herein;
  - I. Construction work in connection with the erection of buildings or structures.
  - II. In respect of the original construction of:
    - Multi storey buildings
    - Hospitals
    - Infrastructure / Tunnels
    - Shopping complexes
    - Manufacturing plants
    - Airline hangers
    - Processing plants
    - Petrochemical / Water Treatment plants
  - III. In respect of major works outlined in (II) being renovated:
    - a. By structural alteration to the building (except alteration to demountable partitions) and

IV. Domestic buildings are excluded.

- The agreement boundaries are defined by South Wollongong, Katoomba and Gosford.
- "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.
- "Industry" Fire Protection / Early Warning Systems- Work in connection with Fire Alarm & Early Warning / Occupant Warning systems Major Contracting functions.

**4. OBJECTIVES**

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

- To ensure customer satisfaction in the provision of services.
- Increasing 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 the development of 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 Award for all employees.
- To substantially reduce disputation and eliminate lost time due to disruption.
- To increase direct employment in the major contracting business - to efficiently and productively complement any growth in major contracting.

**5. PARTIES BOUND**

This agreement shall be binding upon:

- a. Newsound Pacific (Aust) Pty Ltd - Fire Detection / EWIS System Contracting Division Electricians Sydney.
- b. All employees whether members of the Union or not, engaged in any of the occupations, industries or callings as defined in Clause 3 "Definitions" herein.
- c. The Electrical Trades Union of Australia, New South Wales Branch.

**6. APPLICATION OF THE ENTERPRISE BARGAINING AGREEMENT**

The Agreement applies to the Company in respect to all employees who are engaged pursuant to the Parent Award and who are engaged upon major construction work within the areas defined within the boundaries of South Wollongong, Katoomba and Gosford.

Where there is any consistency between this Agreement and the Parent Award (NSW State Award) this Agreement shall prevail to the extent of the inconsistency.

**7. DATE AND PERIOD OF OPERATION**

This agreement shall come into operation from the date of the agreement and remain in force until the 30<sup>th</sup> September 2002.

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 this 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 the 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 right occurring under this Agreement that an employee:
  - I. Properly use and maintain all appropriate protective clothing and tools and equipment issued 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 individual 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 the Parent Award requirements in accordance with the List in Schedule B of this Agreement; and

- VI. Be committed to the objectives in Clause 4 of this Agreement; and
- VII. Performance evaluation criteria as outlined in Schedule C – Performance & Evaluation Review will be performed every 6 months.
- 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 time period basis is acknowledged.

## II. 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 possible, keeping this uppermost in mind the involved parties agree to strictly adhere to the dispute settlement procedure, which is 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) or 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 representative will then:
  - III. 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. In the absence of agreement, either party may refer the matter to the New South Wales Industrial Relations Commission for resolution.
- c. Whilst the above procedure is being effected, work shall continue in on all sites in a normal and professional manner.
- d. 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 involved in the dispute.



### 11A. ANTI DISCRIMINATION

- a. It is the intention of the parties to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, material status, disability, homosexuality, transgender identity and age.
- b. It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all necessary steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effect.
- c. Under the *Anti-Discrimination Act 1977*, it is unlawful to victimize an employee because the employee has made or may make or has been involved in a complaint or unlawful discrimination or harassment.
- d. Nothing in this clause is to be taken to affect:-
  - i) any conduct or act which is specifically exempted from anti-discrimination legislation
  - ii) offering or providing junior rates of pay to persons under 21 years of age
  - iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977*
  - iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction
- e. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

### 12. CONSULTATIVE MECHANISM

The parties agree that a pre-condition 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 an employee elected representative shall be established and maintained. Officers of the Union shall have a standing invitation to attend any such meeting.

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 the 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 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 to be used in assessing the desirability of proposed changes to hours of work will include, but not limited to, 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 0600 and 1800 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 for specific projects, with agreement between the Company and employees to assist overcoming potential scheduling problems or 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 provision will also apply to shift work as defined by the Parent Award.

### Rostered Days Off (RDO's)

The parties bound this Agreement, 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's days.

By agreement between the company and an employee, RDO's may be banked to a maximum of five (5). Records of each employee's RDO's status will be kept by the company and made available to the employee upon request.

### Starting

Employees shall be at the nominated work location (site box, or site shed) dressed and equipped, ready to commence work at the pre-determined start time.

## 14. WAGES

Wage rates for employees shall be as prescribed in Schedule A. These wage rates are effective from the dates as specified in Schedule A.

These wage increases 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 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 major construction work from the date of 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.

Site / Project Allowances will be paid in addition 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.

#### **16. 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, productivity allowance, excess fares and travel time only. Site allowance, superannuation, redundancy and top-up/24 hour employee insurance contributions will not form part of an employees income. 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 either the NESS Superannuation Scheme or the C+BUS Superannuation Fund for each employee.

It is hereby agreed that either of these Superannuation Funds will be the sole fund utilised under this award. The contribution rate shall be as required by the Superannuation Guarantee Legislation, provided that weekly minimum contribution for all employees, except apprentices and trainees, will be \$60 per week worked.

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

#### **18. REDUNDANCY**

- a. Redundancy will be paid strictly in according to the provisions of the Electrical Contracting Industry Redundancy and Technological Change (State) Award with the exception that this award shall apply notwithstanding the employment is terminated by the Company due to the ordinary and customary turnover of labour.

- b. 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 following rates:
- From 1<sup>st</sup> April 2001, at a rate of \$55.00 per week
  - From 1<sup>st</sup> October 2001, at a rate of \$57.50 per week
  - From 1<sup>st</sup> April 2002, at a rate of \$60.00 per week
- c. An apprentice remaining with the Company at the conclusion of his Apprenticeship shall commence his service for Redundancy calculation purposes only on the day following his Apprenticeship completion.

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

It is a term of the Award, the Company will pay Top-Up / 24 Hour Employee Insurance under the Wage Cover scheme from the date of the agreement. Within one month of the agreement, the Company will provide documentary evidence to the Union that the Company has taken out a policy with the relevant scheme.

#### 20. CLOTHING

Employees will be provided with the following:

- a. A summer issue in November / December of:
  - i. Two (2) pair of shorts or two (2) pair of long pants, and two (2) shirts; or
  - ii. Two (2) pair of Overalls;
- b. Clothing to be replaced on fair wear and tear basis
- c. The clothing requirements of new employees will be reviewed at commencement of employment;
- d. Safety boots will be provided if required on a commencement of employment and replaced on a fair wear and tear basis;
- e. A jumper, or in the case of employees engaged upon construction work, a bluey jacket will be provided, and replaced on a fair wear and tear basis;

Employees issued with Company clothing (including boots and jackets) shall wear these items during working hours and maintain Company issued clothing in a respectable condition.

#### 21. PRE - AGREEMENT CONTRACTS

- Work and/or Contracts secured in hand before 7/5/01 are not valid under this agreement

## 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 major construction sites to continue productive work. Employees will continue to be paid in accordance with this agreement during such a temporary transfer.

## 23. SKILL DEVELOPMENT

The Company acknowledges the changing face 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 recognize that in order to increase the efficiency and productivity of the Company, a commitment to training and skill development is required. Accordingly all 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.

## 24. WET WEATHER PROCEDURE – MAJOR CONSTRUCTION SITES

In the event of wet weather, work in the open will continue until the particular work in hand can no longer be carried out in a safe and efficient manner.

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 a limited time frame.

Should a portion of the project be effected by wet weather, all other employees not so effected shall continue working in accordance with Parent 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, effected employees may be required to attend tool box meetings, work planning sessions or skills development activities, all of which count as productive time for payment purposes.

**25. PAYMENT OF WAGES**

Wages are to be paid on a weekly basis, either via Direct Credit to an employee nominated Bank Account, or in Cash. Regardless of which option is taken by any given employee, the Company is to ensure that all employees are paid by close of business on Thursday of each pay week.

The Company shall comply with all provisions to the keeping of time and wage records and the production of pay slips 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, by no later than 11am on Wednesday of each week.

**26. FARES AND TRAVELLING ALLOWANCES**

Employees will be paid an excess fare allowance as prescribed in Schedule A, where they have an entitlement to this allowance under the Parent Award unless the employee has a company vehicle.

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

Both allowances are fixed for the life of the agreement.

**27. ETU PICNIC DAY**

In accordance with picnic day provisions, the Company will require from an employee proof of picnic day attendance, i.e. ETU ticket purchase, before payment will be made for the day. A ticket purchased in relation to an alternative union picnic day is not sufficient for the purposes of payment.

**28. DISTANT / AWAY WORK**

Where an employee genuinely volunteers to be transferred to a distant site, they shall not be entitled to living away allowances.

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.

**29. CLASSIFICATIONS**

It is proposed that these classifications be supported by the following skill requirements:

<i>No.</i>	<i>Grade</i>	<i>Description / Requirements</i>
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1	Grade 1	Trades assistant to Electrical Worker
2	Grade 2	An unlicensed Electrical Worker
3	Grade 3	A licensed Electrician who holds a supervisory certificate, demonstrates an awareness of EH & S policies and procedures, is able to complete all necessary quality assurance documentation and liaise with the Project Engineer
4	Grade 4	As per Grade 3 plus team leader able to supervise a team of Electrical workers and apprentices.
5	Grade 5(a)	As per Grade 3, plus an Electronics Certificate . OR Grade 1 or 2 plus an Industrial Electronics Certificate or Electrical Engineering Certificate. In addition, suitable experience in the Fire Industry inclusive of: <ul style="list-style-type: none"><li>▪ Commissioning of Intelligent Fire Alarm and Evacuation Systems.</li><li>▪ Fault Finding and repair of Intelligent Fire Alarm and Evacuation Systems.</li><li>▪ System/configuration software programming and amending changes to Intelligent Fire Alarm and Evacuation Systems.</li><li>▪ Understanding and application of appropriate Australian Standards eg: AS1603.4, AS1670, AS2220 (parts 1 &amp; 2), AS3000, AS1668 and BCA (Building Code of Australia).</li></ul>
6	Grade 5(b)	As per Grade 3, plus a minimum of 2 x relevant post trade or Electronic or Electrical Certificates and extensive proven Fire Industry experience as per 5(a) plus Air Conditioning Mechanical Control understanding.

### 30. TOOLS

The Parties to this Agreement agree that a necessary pre-condition for a productive and efficient workforce is to ensure that employees maintain and provide an adequate kit of tools.

A proposed tool list is as follows:

### **SCHEDULE B**

*Listed below is the minimum level of tools, required to be carried onto all project / job sites by Newsound Pacific installation personnel.*

- *Tool Box*
- *1000V Insulated Screwdriver Set*
- *Terminal Screw Driver*
- *Claw Hammer*
- *Multimeter – Digital or Equivalent*
- *Centre Punch*
- *Engineers Files – Flat/Round/1/2 Round*
- *Hacksaw and Hacksaw Blade Holder*
- *Cable Stripper*
- *Conduit Cutters*
- *Insulated Combination Pliers – (Crescent or Similar)*

- *Insulated Long Nose Pliers*
- *Insulated Side Cutters*
- *8" Shifting Spanner*
- *Multigrips*
- *6 Metre Tape Measure*
- *Chalk Line*
- *Fluid Level*
- *Metric/Imperial Set Spanners*
- *Knife*
- *Cold chisel*
- *Battery Drill*
- *Drill Bits*

*Note 1: Any losses should be reported immediately*

*Note 2: The above tool list is applicable to all Installation employees without exception.*

*Note 3: All Electrical workers must carry, in the course of their work, Hard Hat and Safety Shoes/Boots. Refusal onto sites due to a lack of safety equipment, shall result in a loss of pay to those hours missed in a day or given period.*

*Note 4: This minimum tool list is to be complied with, within one month from the commencement date of the agreement. This applies to all Installation personnel without exception.*



### **31. MOBILE PHONES**

#### **Company Supplied**

Members of the Installation Team who are supplied with a company Mobile Phone, are to be responsible for the following:

- Maintaining the phone in good condition.
- Not leaving the phone where it is accessible to unauthorised person(s). In the event of the phone being utilised by unauthorised personnel, the responsible person shall be responsible for the costs of the unauthorised phone calls.
- Replacement cost of the mobile phone, where it can be proven;
  - That the phone has been damaged as the result of a willful act.
  - That the phone has been damaged through carelessness
- Personal calls are not to be made from company phones, except in the case of an emergency. Any personal calls made are to be logged in the personnel's diary and paid for in the next pay period.

#### **Personnel Supplied**

In the event that a member of the installation crew uses there own personal Mobile phone for company use, an itemized statement is to be provided during the next available time period. The business calls are to be highlighted and submitted with an expense claim form, to enable reimbursement of the cost of the phone calls.

### **32. COMPANY SUPPLIED TOOLS**

All company supplied tools are to be signed for in the register, that is to be kept in the Contract Manager's office.

The person signing for these tools is responsible for the following:

- Ensuring that they are returned in the same condition as they left.
- Reporting any damage, loss or theft.
- Reporting any maintenance requirements for any piece of equipment such as ladders, drills etc.

In the event that damage, loss or theft is found to be as a result of willful act, neglect or carelessness, the cost (to be agreed by the responsible person and his/her Line Manager) of repairing or replacing the equipment will be borne by the responsible person.

### **33. SUPPLEMENTARY LABOUR**

The Parties bound by this agreement agree that when necessary, that in order to meet short term peak work requirements, additional labour resources are able to be sourced from agreed bona fide Labour Hire Companies who meet the wages and benefits of this Award as a minimum and have an Enterprise Bargaining Agreement, with the Union Signatory to this Award.

The use of supplementary labour shall in no way disadvantage Newsound Pacific employees in regards to overtime and/or other benefits.

### 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 Bargaining Agreement with the Union; 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.

### 35. BARGAINING AGENTS FEE

The company shall advise all current and existing employees that a "Bargaining Agents" fee of \$500 per annum is payable to the ETU on or prior to 16<sup>th</sup> December. The company shall further advise all current and existing employees that the first payment shall be paid to the ETU within one month of certification of the agreement on a pro-rata basis up to 16<sup>th</sup> December. Thereafter the bargaining agents fee shall then be paid annually, and in advance, on 16<sup>th</sup> December.

The company shall also advise all new employees prior to commencing work for the company that a "Bargaining Agents" fee of \$500 per annum is payable to the ETU on or prior to the 16<sup>th</sup> December each year. The company will insist on all new employees signing an authority to deduct the "Bargaining agents" fee from their wages before commencement of employment.

The employer shall advise the employee that the first payment shall be payable is pro-rata from the time of commencing until 16<sup>th</sup> December. Thereafter, the bargaining agents fee shall then be paid annually, and in advance, on 16<sup>th</sup> December.

The relevant employee to which this clause shall apply shall pay the 'Bargaining Agents Fee' to the ETU on a pro-rata basis for any time which the employee is employed by the company. By arrangement with the ETU this can be done in two installments throughout the year. If an employee can demonstrate to the ETU that they are no longer employed by the company then they are entitled to apply to have such fees reimbursed on a pro-rata basis.

### 36. UNION DUES

Subject to final agreement between the Company and the Union regarding the details of deducting and remitting Union Fees, if he so wishes. The employee will be responsible for paying his own fees during the life of the Agreement

### 37. RENEWAL OF AWARD

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

		CLASSIFICATION	QUALIFICATION
		No pre-existing classification at this level	Labourer
GRADE 2	85	Trades Assistant Lines Assistant	Tradesmans Assistant Pole Inspector/maintenance Power line clearance operator
GRADE 3	90	Linesperson	Storeworker, Plant operator Security or fire alarm serviceman/installer Security or fire alarm inspector/test operator Radio & communications et al installer Data & communication cabling installer
GRADE 4	95	Linesperson Special Class	Rigger, Scaffolder Store supervisor (electrical) Purchasing officer (electrical) Radio Communications et al installer experienced * Security or fire alarm installer - experienced * Data & communication cabling installer, test operator experienced Fire or security alarm installer - experienced * Fire or security alarm inspector/test operator experienced *
GRADE 5	100	Electrical Mechanic Electrical Fitter Radio Mechanic or Fitter Refrigeration and/or Air Conditioning Mechanic or Fitter Battery Fitter	1. Holds a trade certificate of tradesmans rights Certificate in an electrical trade or 2. has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or 3. has successfully completed an appropriate instrumentation trade course; or 4. holds an appropriate electrical/refrigeration/air-conditioning trade certificate or 5. has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge.
GRADE 6	105	Electrical Instrument Fitter Electrician in charge of Plant having a capacity of less than 75KW	1. 3 appropriate training modules towards an Advanced Certificate or 33% of a Post Trade Certificate or its equivalent or 2. equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Award or 3. has acquired an equivalent standard of skills as defined above as agreed between the parties to the Award through other means including a minimum of one year's experience as an Electrical Worker Grade 5.
GRADE 7	115	Electrician in charge of Plant having a capacity of 75KW or more	1. has successfully completed a Post Trade Certificate or 9 appropriate modules towards an Advanced Certificate or its equivalent or has acquired the same standard of skills through other means including a minimum of two year's experience in the industry
GRADE 8	125	Electronic Tradesperson	1. has successfully completed a Post Trade Certificate or 9 appropriate modules towards an Advanced Certificate or its equivalent and in addition has not less than two years experience as an Electrical Worker Grade 7
GRADE 9	130	No pre-existing classification at this level	1. has successfully completed an appropriate Advanced Certificate or its formal equivalent and 2. is employed to use the skills acquired through the training and/or experience specified.
GRADE 10	145	No pre-existing classification at this level	1. has successfully completed an appropriate Associate Diploma or its formal equivalent

**SCHEDULE A**

**Rates applying from the first full pay period on or after 1 October 2000\***

Classification	All-Purpose hourly rate	Productivity Allowance per hour worked	Daily Average Excess Fares Allowance	Daily Average Excess Travel Time
Grade 1	\$15.88	\$1.60	\$8.80	\$10.60
Grade 2	\$16.72	\$1.70	\$8.80	\$11.20
Grade 3	\$17.54	\$1.80	\$8.80	\$11.90
Grade 4	\$18.37	\$1.90	\$8.80	\$12.60
Grade 5 unlicensed	\$19.57	\$2.00	\$8.80	\$13.20
Grade 5 cert of regn	\$20.04	\$2.00	\$8.80	\$13.20
Grade 5 qual super	\$20.46	\$2.00	\$8.80	\$13.20
Grade 5 unlic l/hand	\$20.77	\$2.00	\$8.80	\$13.20
Grade 5 lic l/hand	\$21.67	\$2.00	\$8.80	\$13.20
<b>APPRENTICES</b>				
Indentured 1 <sup>st</sup> year	\$7.89	\$0.50	\$8.80	\$5.33
Indentured 2 <sup>nd</sup> year	\$10.42	\$0.50	\$8.80	\$7.02
Indentured 3 <sup>rd</sup> year	\$14.46	\$0.50	\$8.80	\$9.79
Indentured 4 <sup>th</sup> year	\$16.51	\$0.50	\$8.80	\$11.17
Trainee 1 <sup>st</sup> year	\$8.88	\$0.50	\$8.80	\$6.00
Trainee 2 <sup>nd</sup> year	\$11.71	\$0.50	\$8.80	\$7.26
Trainee 3 <sup>rd</sup> year	\$15.83	\$0.50	\$8.80	\$10.71
Trainee 4 <sup>th</sup> year	\$17.32	\$0.50	\$8.80	\$11.71

\* NB: Productivity Allowance for Apprentices to be calculated in accordance with both Schedule A and Clause 15 of the Agreement

**Rates applying from the first full pay period on or after 1 April, 2001\***

Classification	All-Purpose hourly rate	Productivity Allowance per hour worked	Daily Average Excess Fares Allowance	Daily Average Excess Travel Time
Grade 1	\$16.28	\$1.60	\$8.80	\$10.60
Grade 2	\$17.14	\$1.70	\$8.80	\$11.20
Grade 3	\$17.98	\$1.80	\$8.80	\$11.90
Grade 4	\$18.83	\$1.90	\$8.80	\$12.60
Grade 5 unlicensed	\$20.06	\$2.00	\$8.80	\$13.20
Grade 5 cert of regn	\$20.54	\$2.00	\$8.80	\$13.20
Grade 5 qual super	\$20.97	\$2.00	\$8.80	\$13.20
Grade 5 unlic l/hand	\$21.29	\$2.00	\$8.80	\$13.20
Grade 5 lic l/hand	\$22.21	\$2.00	\$8.80	\$13.20
<b>APPRENTICES</b>				
Indentured 1 <sup>st</sup> year	\$8.09	\$0.50	\$8.80	\$5.33
Indentured 2 <sup>nd</sup> year	\$10.68	\$0.50	\$8.80	\$7.02
Indentured 3 <sup>rd</sup> year	\$14.82	\$0.50	\$8.80	\$9.79
Indentured 4 <sup>th</sup> year	\$16.92	\$0.50	\$8.80	\$11.17
Trainee 1 <sup>st</sup> year	\$9.11	\$0.50	\$8.80	\$6.00
Trainee 2 <sup>nd</sup> year	\$12.00	\$0.50	\$8.80	\$7.26
Trainee 3 <sup>rd</sup> year	\$16.23	\$0.50	\$8.80	\$10.71
Trainee 4 <sup>th</sup> year	\$17.75	\$0.50	\$8.80	\$11.71

\* NB: Productivity Allowance for Apprentices to be calculated in accordance with both Schedule A and Clause 15 of the Agreement

**SCHEDULE A**

**Rates applying from the first full pay period on or after 1 October 2000\***

<b>Classification</b>	<b>All-Purpose hourly rate</b>	<b>Productivity Allowance per hour worked</b>	<b>Daily Average Excess Fares Allowance</b>	<b>Daily Average Excess Travel Time</b>
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Indentured 4 <sup>th</sup> year	\$16.51	\$0.50	\$8.80	\$11.17
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**Rates applying from the first full pay period on or after 1 April, 2001\***

<b>Classification</b>	<b>All-Purpose hourly rate</b>	<b>Productivity Allowance per hour worked</b>	<b>Daily Average Excess Fares Allowance</b>	<b>Daily Average Excess Travel Time</b>
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**SIGNED FOR AND ON BEHALF OF THE E.T.U.**

Name:

BERNIE RIORDAN

Signature:

Date:

7.8.01

Witnessed By

Name:

Rebecca Mitsud

Signature:

Date:

7.8.01

**SIGNED FOR AND ON BEHALF OF NEWSOUND PACIFIC (AUST) P/L**

Name:

DITTOREANT

Signature:

Date:

6/8/01

Witnessed By:

Name:

Craff Prime

Signature:

Date:

6.8.01