

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/178

**TITLE: Diverse Data Communication (NSW) - Construction
Enterprise Agreement 2005-2008**

I.R.C. NO: IRC6/1751

DATE APPROVED/COMMENCEMENT: 24 March 2006 / 24 March 2006

TERM: 31

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/58.

GAZETTAL REFERENCE: 19 May 2006

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Diverse Data Communications (NSW) located at Unit 28/38-46 South Street, Rydalmere NSW 2116, who are engaged in the Installations Division, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

PARTIES: Diverse Data Communications (NSW) -&- the Electrical Trades Union of Australia, New South Wales Branch

DIVERSE DATA COMMUNICATIONS (NSW)

Enterprise Agreement 2006 - 2008

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1. Introduction

This Agreement has been jointly developed by the 'Company', and its employees, through the Electrical Trades Union of Australia, New South Wales Branch, with the purpose of developing and implementing workplace reform strategies so as to produce an 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 Diverse Data Communications (NSW) Enterprise Agreement 2006- 2008.

3. Definitions

For the Purpose of this Agreement:

- "Agreement" means this Enterprise Agreement.
- "Company" means Diverse Data Communications (NSW) (ABN No.78 003 905 093).
- "Employee" means an employee of the Company performing work within the scope of this Agreement.
- 'Parent Award " means the Electrical Electronic and Communication Contracting Industry (State) 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 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 Integrated 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
- Employees are aware that the parties to this agreement acknowledge that to ensure the competitiveness, productivity and efficiency of the workforce a mechanism must exist to regular monitor employee's performance. This assessment may take place regardless of the company's workload. Outcomes of the assessment are to be made available to the employee and employees have the right to appeal the assessment at the time of the assessment. This system is to be transparent.

5. Parties Bound

This Agreement shall be binding upon:

- i. Diverse Data Communications (NSW) and
- ii. Employees of the Installations Division 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

If the Company has secured distant work then they,

- i.. Will be paid at the rates outlined in this agreement if specifically requested by the Company to work on that site.
- ii. May be offered work at that location at the rates that apply for that area and taking into account clause 27 distant Work.
- iii May determine that redundancy would be more appropriate

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

7. Date of Operation

This Agreement shall come into operation upon certification and remain in force until 1st. October 2008.

The parties to this Agreement shall continuously monitor the application of the Agreement via an Elected 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 in relation to the above, 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 benefit in any other State, Territory, Division, Plant or Enterprise.

10. Conditions of Employment

It is a term and condition of employment and of the obligations and rights occurring under this Agreement, that an employee:

- i. Properly use and maintain all appropriate protective clothing and 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 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. 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. 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

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.

The Company's right to employ persons on a specified task and / or specified period basis is acknowledged.

11. Anti Discrimination

i. 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, or gender identity and age or responsibilities as a career.

ii. 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.

iii. Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint or unlawful discrimination or harassment.

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

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. 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:

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 their representative 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;

v. In the absence of agreement, either party may refer the matter to the Australian Industrial Relations Commission for resolution by conciliation arbitration.

vi. Whilst the above procedure is being affected, work shall continue normally.

vii. All recommendations, orders and / or directions of the Australian Industrial Relations Commission shall be strictly observed by all parties subject to the industrial rights of the parties.

13. 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 should 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.

14. 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 the 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 in hours of work will include the impact on efficiency operational and project requirements, productivity and quality of life.

The parameters for ordinary hours for the purpose of this agreement shall be an average of 36 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.

An employees 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 in accordance with clause 22.6 of the Parent Award.

15. Rostered Days Off

The parties agree that the taking of the RDO's is fixed as allocated calendar days. Days will be allocated as Main and alternate with employees being set an individual allocation. This will enable the project to work productively on those days scheduled as industry RDO's.

The ordinary working hours shall be worked in a 10-day cycle, Monday to Friday inclusive, with 8 hours worked for each of 9 days with 0.8 of an hour on each of those days accruing for a paid RDO. This shall be taken as a paid day off. The 0.8 accrual also applies on paid leave. A RDO shall be taken as provided below:

- Agreement shall be reached by the company and employees as to which day shall be their nominated roster day, i.e. Main or alternate as required to suit the job, taken as a RDO when such an entitlement is due. A company roster system will apply.
- Any dispute arising from this clause shall be resolved through the dispute settlement procedure.
- A new employee will be eligible for an RDO after achieving 7.2 hours RDO accrual,.

Employees required to work or choosing to work on their allocated roster day will be paid their accrued time plus time and one half for the first eight hours then double time for every hour beyond the eight until their work ceases for the day. It is a requirement that employees who work there roster day in accordance with the above also must work the following Saturday.

To allow minimal flexibility in the arrangement employees may in agreement with the company or vice versa work the roster day and take an alternate day provided it falls within the same pay period.

16. Wages

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

These wage increases shall be in lieu of any other increases granted lay 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.

The parties agree that apprenticeships and Traineeships are now competency based and therefore require individual assessment on an ongoing basis. Progression through the apprenticeship must

meet the necessary academic and workplace competency standards as determined by the union, employer and relevant authority.

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.

17. Productivity Allowance

A productivity allowance per hour worked will be paid to employees 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, Site / Project Allowances will be paid in addition to the productivity allowance where such an addition is either: -

- i. Where such an allowance is awarded by the Industrial Relations Commission; or
- ii. Where such an allowance is required by a site condition specified at the time of tender. It is incumbent upon the company to enquire of the Head Contractor / Client at the time of tender whether a site / project allowance is required to be paid and in particular whether it is required to be paid in accordance with the Construction Industry Site Allowance Matrix: or
- iii. If the Contract between the Employer and the Head Contractor / Client does not contain provision for a site allowance, and after the contract is made the head contractor makes an agreement under which a site allowance is payable, then the head contractor should then agree in writing to reimburse the employer the full cost of the said allowance.

18. 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 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's income. Further, this assessment will be based on an ordinary 36-hour working week and no overtime shall be taken into account.

19. Superannuation

The Company will pay superannuation contributions into the C+BUS Superannuation Fund for each employee. The contribution rate shall be as required by the Superannuation Guarantee Legislation

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

20. Redundancy

Redundancy will be paid strictly according to the provisions of the Electrical Electronic and Communications Contracting Industry with the exception that this Agreement shall apply notwithstanding that employment is terminated by the Company due to the ordinary and customary turnover of labour.

The parties to this agreement commit to discussions with the Union to set industry guidelines in place to avoid disputation and confusion with selection criteria's in the future.

For the life of this agreement the Company will make contributions to MERT on behalf of employees (excluding apprentices) engaged upon construction work at the following rates: \$75.00 (Seventy Five)

21. Top Up

It is a term of the Agreement the Company will pay Top-up/24 Hour Employee Insurance (to a maximum of \$12.00, unless otherwise agreed)

22. Clothing

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

- i. Four sets of trousers and shirts, or any combination of clothing as agreed between the employees and the Company which shall be replaced on a fair wear and tear basis;
- ii. A jumper, or in the case of employees engaged upon construction work, a jacket, which shall be replaced on a fair wear and tear basis.
- iii. Where ever possible 'Australian Made' protective clothing will be issued.

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

23. 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.

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:

- i. Developing a more highly skilled and flexible workforce.
- ii. 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.

Where, by agreement between the employee and employer, an employee undertakes training providing skills, which are not a company specific requirement, any time spent in the completion of this training shall be unpaid.

24. Wet Weather

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.

25. 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 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.

26. Travelling time and Fares

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

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

27. Distant/ Away Work

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. Payroll Deductions

The Company agrees to make payroll deductions at the request of the employee during the life of the Agreement.

29. Award Picnic Day

In accordance with picnic day provision the company shall require from an employee proof of picnic day attendance i.e. 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 purpose of payment

Where possible no work shall be scheduled for the first Monday in December which is the annual Building industry picnic day.

30. Tools

The parties agree that a necessary precondition for a productive and efficient workforce is to ensure that employees maintain and are where possible provided with an adequate kit of tools.

In circumstances where the employees are required to supply their own tools and have them stolen, by no fault of their own, shall be compensated to a maximum of \$1,000.00.

31. Australian communications Authority (ACA) License I Registration Allowance

Where an employee covered by this agreement is required under the ACA Cabling Provider Rules to hold and use a current license / registration in the course of their employment, the employer commits to accepting all payments in relation to the training and or liability for the qualification used during the course of their employment with the company.

It is noted that in the fire protection, security and computer cabling industries there is a requirement under the cabling provider rules for all employees who work on services that connect (or are intended to connect) to the telecommunication network to be licensed I registered.

32. Safety and Compliance

The Company commits to make all management and employees aware of all the changes to the Occupational Health and Safety Act and Regulations. This should be done via training courses and or union seminars. The conducting of the training and or seminars shall be at times convenient to the company.

33. 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.

34. Classifications

Grade 6 shall mean a tradesman who holds the necessary qualifications to work on railway signalling equipment.

35. Signatories

Signed for and on behalf of Diverse Data Communications (NSW)

Signature Date

Witness Date

Signed for and on behalf of the Employees of Diverse Data Communications (NSW) as their elected representative, The Electrical Trades Union of Australia, New South Wales Branch

Signature Date

Witness Date

SCHEDULE A - WAGE RATES

| Description | All Purpose Hourly Rates | | | | PRODUCTIVITY PER HOUR WORKED | Daily | Daily |
|---------------------------|--------------------------|-------------------|------------------|------------------|------------------------------------|--------------------|----------------|
| | 01/11/05 2.25% | 01/05/06 2.25% | 01/11/06 4.5% | 01/11/07 4.5% | | Fares Allowance | Travel Time |
| Grade 1 | 20.80 | 21.27 | 22.23 | 23.23 | \$1.60 | 10.20 | 12.10 |
| Grade 2 | 21.89 | 22.38 | 23.39 | 24.44 | \$1.70 | 10.20 | 12.80 |
| Grade 3 | 22.97 | 23.49 | 24.54 | 25.65 | \$1.80 | 10.20 | 13.50 |
| Grade 4 | 24.04 | 24.58 | 25.69 | 26.84 | \$1.90 | 10.20 | 14.20 |
| Grade 5 U/L | 25.61 | 26.19 | 27.36 | 28.60 | \$2.00 | 10.20 | 14.80 |
| Grade 5 LIC | 26.78 | 27.38 | 28.61 | 29.90 | \$2.00 | 10.20 | 14.80 |
| Grade 6 | 27.19 | 27.80 | 29.05 | 30.36 | \$2.00 | 10.20 | 14.80 |
| Grade 5Lic. L/H | 28.35 | 28.99 | 30.29 | 31.65 | \$2.00 | 10.20 | 14.80 |
| INDENTURED APPRENTICES | | | | | | | |
| 1st Yr | 9.73 | 9.95 | 10.40 | 10.87 | \$1.05 | 10.20 | 6.60 |
| 2nd Yr | 12.86 | 13.15 | 13.74 | 14.36 | \$1.25 | 10.20 | 8.37 |
| 3rd Yr | 17.83 | 18.23 | 19.05 | 19.91 | \$1.55 | 10.20 | 11.28 |
| 4th Yr | 20.37 | 20.83 | 21.77 | 22.75 | \$1.70 | 10.20 | 12.73 |
| ADULT APPRENTICES | | | | | | | |
| 1st Yr | | | | | | | |
| 2nd Yr | | | | | | | |
| 3rd Yr | | | | | | | |
| 4th Yr | | | | | | | |