

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/231

**TITLE: FFE Building Services Ltd - Electrical Service Division Sydney
Enterprise Agreement 2003-2006**

I.R.C. NO: IRC3/5337

DATE APPROVED/COMMENCEMENT: Approved 15 October 2003/Commenced 1
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**NEW AGREEMENT OR
VARIATION:** Replaces EA01/126

GAZETTAL REFERENCE: 5 December 2003

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees of the Company who are engaged by the Electrical Service Division Sydney, who fall within the coverage of the Electrical Electronic and Communications Contracting Industry (State) Award.

PARTIES: FFE Service -&- the Electrical Trades Union of Australia, New South Wales Branch

FFE BUILDING SERVICES LTD - ELECTRICAL SERVICE DIVISION SYDNEY ENTERPRISE AGREEMENT 2003 - 2006

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1. Introduction

This Agreement has been jointly developed by FFE Building Services- Electrical Service Division Sydney, its employees and 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 and promoting more flexible and responsive work practices that will benefit all parties and provide job satisfaction and security for employees.

2. Title

This Agreement shall be known as the FFE Building Services Ltd - Electrical Service Division Sydney Enterprise Agreement 2003-2006.

3. Definitions

For the Purpose of this Agreement:

"Agreement" means this Enterprise Agreement.

"Company" means FFE Building Services Ltd (ABN No. 4700 006 7541) Electrical Service Division Sydney.

"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.

"Union " means the Electrical Trades Union of Australia, New South Wales Branch

4. Objectives

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

To ensure customer satisfaction in the provision of services.

Establish the Company as a leading service provider.

Support, via consultation, the introduction of new technology.

Establish mechanisms to objectively and quantifiably measure improvements.

Increasing the competitiveness, productivity, efficiency and flexibility of the Company and its workforce.

Creating a co-operative, safe and productive environment on the Company's projects.

Continuing the development of more flexible, efficient and adaptable management and work practices.

Establishing and developing better and more effective communication and consultation between the Company and employees.

To foster a commitment to the Company's Quality Management System

Improving job security and the working environment.

To provide for the use of the full range of skills and knowledge held by employees.

To implement a training skills enhancement program consistent with the provisions of the Parent Award and this Agreement for all employees.

To substantially reduce disputation and 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) FFE Building Services Electrical Service Division Sydney
- (ii) All employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award, and Electrical Trades Union of Australia, New South Wales Branch

This Agreement applies to the Company in respect to all employees who are engaged pursuant to the Parent Award and who are engaged by the Electrical Service Division Sydney.

6. Application of Agreement

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 from the 1st September 2003 and remain in force until 31st August 2006.

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 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 benefits 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, transgender identity and age and responsibilities as a carer.
- (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 representatives shall, then:
- (ii) Raise the matter with the Company Manager or his representative. If agreement is not reached at this level and an employee representative has been involved, the employee representative will then;
- (iii) Be provided with telephone facilities to speak to an official of the Union and request representation at a further conference to be held at a date and time mutually acceptable.
- (iv) Should negotiations as prescribed in (a) above fail, the matter (where appropriate) shall be referred to the National Electrical Contractors Association and the State Secretary of the Union within five working days, at which level a conference of the parties shall be convened without delay.
- (v) In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of the New South Wales for resolution by conciliation and/or arbitration.
- (vi) Whilst the above procedure is being affected, work shall continue normally.
- (vii) 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.

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. 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 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 38 hours per week over a four week cycle and shall be between 6.00am and 6.00pm on any or all of the days Monday to Friday. During daylight saving time ordinary hours may commence at 5.00am by agreement between the company and relevant employees. 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.

15. Rostered Days Off

The parties agree that the taking of the RDO's may be altered in order to improve productivity by exercising a more flexible arrangement in respect of the spreading of employees taking an RDO being distributed during the 20 day work cycle. This will enable service to be provided to customers on those days scheduled as industry RDO's.

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. Grades of employment shall be as described in Schedule B.

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 Award, employees shall be paid at the higher hourly rate.

Expense related allowances, with the exception of the fares allowance and travelling time allowance, will be paid in accordance with the Parent Award and varied as the Parent Award is varied.

17. On Call Allowance

Employees rostered on call are to be available to respond to service calls for the duration of the on call period. If an employee is legitimately unavailable to attend the call, than that employee shall organize another employee to respond to the call within a reasonable time.

Employees will be paid an On Call allowance per day they are rostered to be on call. The on call allowance shall be:

\$20.00 per night for Monday to Friday inclusive; and

\$40.00 for each Saturday, Sunday or Public Holiday.

For each callout a minimum of four (4) hours at double time shall be paid. Should a call take longer than four (4) hours, overtime payments at double time shall continue until completion of the call.

Employees who have completed a callout prior to 12.00 midnight shall make themselves available for work by 7.30am the following work day. A minimum rest period of 8 ½ hours shall apply for any calls completed after midnight.

18. Attendance Allowance

Employees will receive \$30.00 per week attendance allowance if they attend work five (5) days per week i.e. Monday through Friday. This allowance is to include RDO's, Public Holidays, Union Picnic Day but not during periods of Annual Leave of five (5) days or more.

19. 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 38 hour working week and no overtime shall be taken into account.

20. Superannuation

The Company will pay superannuation contributions into either the NESS Superannuation Scheme, EISS 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 Agreement. 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.

21. Redundancy

Redundancy will be paid strictly according to the provisions of the Parent Award.

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.

22. 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) under the Electric Top Up fund (or other agreed fund) from the date of agreement. Within one month of agreement, the company will provide documentary evidence to the Union that the company has taken out a policy with the relevant scheme.

23. Clothing

All permanent employees will be issued with uniforms as per the company's national policy. The uniform is to be worn in its entirety at all times whilst on the job or representing the company.

24. Use of Company Vehicles

Employees required to use a company vehicle must at all times drive responsibly and in accordance with company policy. Further the limitations of private use of company vehicles must be strictly adhered to in accordance with company policy, with appropriate disciplinary action taken for staff acting in contravention of this policy.

25. Mobile Phones

Employees required to use company mobile phones shall do so in accordance with company policy. Further the limitations of private use of mobile phones must be strictly adhered to in accordance with company policy, with appropriate disciplinary action taken for staff acting in contravention of this policy. An employee who is required to use their own personal mobile phone to conduct company business will be reimbursed for all justified business related calls plus a portion of the monthly network access charges. These claims for reimbursement must be claimed on the standard expense claim forms available from the company, and must be submitted to the business manager along with a copy of the invoice for the calls and a record of calls made.

26. Skills Development

The Company acknowledges the changing pace of technology in the electrical contracting industry and the need for employees to understand those changes and have the necessary skill requirements to keep the Company at the forefront of the industry.

The Parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (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.

27. Recognition and Respect of ETU Delegates

The Company shall respect any duly appointed ETU delegates in their workplace and allow them when ever necessary, to take reasonable steps to deal with industrial issues in the workplace, in an attempt to prevent the dispute from escalating. This may include from time to time, calling a lunchtime meeting of members or interviewing the employer or their representative on matters affecting employees whom he represents. The company agrees to allow each duly authorized delegate up to 7 days of delegates training per year.

28. 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.

29. Traveling Time and Fares

Employees will be paid a daily travelling allowance of 0.8 hours per day worked.

A fares allowance of \$16.00 per day worked will be paid to those employees who are not required to use a company vehicle.

30. Etu Picnic Day

In accordance with picnic day provision the Company shall require from an employee proof of picnic day attendance, ie 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.

Where possible no work shall be scheduled on the first Monday of December each year which is the Annual Building Industry Picnic Day.

31. Union Dues

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

32. Tools

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

The employer shall on behalf of the employee replace those tools the company requires the employee to have that are lost by breaking and entering whilst securely stored at the employers direction in a room or building on the employers premises or in a company vehicle, job or in a lockup.

33. Australian Communications Authority (ACA) License / 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 / registered.

34. 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.

35. 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.

36. Renewal of Agreement

Discussions will take place no later than 12 weeks prior to the expiry of this Agreement to renegotiate a future agreement.

37. Signatories

Signed for and on behalf of FFE Building Services Ltd

Signature Date

Witness Date

Signed for and on behalf of the Electrical Trades Union of Australia, New South Wales Branch

Signature Date

Witness Date

Schedule A

	Rates applying from the first full pay period on or after 1 Sep 2003	Rates applying from the first full pay period on or after 1 Sep 2004	Rate
Grade	Hourly Rate	Hourly Rate	
Trade Assistant	\$17.79	\$18.85	
Tester, Entry Level	\$23.19	\$24.50	
Electrical/Electronic Technician	\$25.03	\$26.44	
Advanced Electrical/Electronic Technician	\$25.80	\$27.26	
Electrical Supervisor	\$28.29	\$29.90	

The following allowances apply for the duration of this agreement and are to be paid in accordance with the conditions of the relevant clauses of this agreement:

On Call Allowance	\$20.00 per night for Monday to Friday inclusive; and
	\$40.00 for each Saturday, Sunday or
	Public Holiday (Clause 17)
Attendance Allowance:	\$30.00 per week (Clause 18)
Travelling Time:	0.8 hours ordinary time per day worked (Clause 29)
Fares:	\$16.00 per day worked (Clause 29)

Apprentices & Trainees

Apprentices and Trainees will be paid a percentage of the Electrical/Electronic

Technician Level 1 rate as per the table below:

Year	Indentured Apprentice	Trainee
1st	40.3%	45.4%
2nd	53.3%	59.8%
3rd	73.9%	80.9%
4th	84.4%	88.5%

SCHEDULE B

Grades

Trades Assistant

A non-trade person who works under the supervision of a Technician or Supervisor.

Tester, Entry Level

An employee who was on the grade of Tester, Entry Level immediately prior to this agreement being operational.

or:

A person who performs routine inspection and testing of fire protection systems and equipment. A person employed on this grade must understand the requirements of the maintenance standards applicable to the equipment they are required to test and be able to effectively complete tests to the relevant standards including the log book reports. A Tester, Entry Level must identify any defective equipment found during a test and complete any appropriate fault reports and notify the customer accordingly.

Electrical/Electronic Technician

An employee who was on the grade of Electrical/Electronic Technician immediately prior to this agreement being operational.

or:

An electrician or electronics trades person who meets the requirements of a Tester, Entry Level and who can effectively fault find, repair and install the fire systems and equipment that are maintained by the Company.

Advanced Electrical/Electronic Technician

An employee who was on the grade of Advanced Electrical/Electronic Technician immediately prior to this agreement being operational.

or:

A person who, in addition to meeting the requirements of an Electrical/Electronic Technician Level 1, has a minimum of 3 years relevant industry experience and be able to fault find down to component or module level for the full range of conventional and addressable fire alarm, EWIS and related equipment maintained by the company. A level 2 technician will also be able to produce quotations for the repair or installation of equipment where required.

Electrical Supervisor

An Electrical Supervisor is a person who meets the requirements of an Advanced Electrical/Electronic Technician Level 3 and who is employed to supervise a group of five (5) or more employees.

Note

The Company has the sole right to determine the number of employees required for the grades of Advanced Electrical/Electronic Technician, and Electrical Supervisor. There is no automatic progression to any higher grade.