

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Industrial Relations Act 1996

Alliance Group Electrical Services

and

Electrical Trades Union of Australia, New South Wales Branch.

called the

Alliance Group Electrical Services on Site Construction Enterprise Agreement for
New South Wales.

(IRC99/551)

CERTIFICATION OF AGREEMENT

The Industrial Registrar certifies that the Industrial Relations Commission of New South Wales did on 11 March 1999 approve the Alliance Group Electrical Services on Site Construction Enterprise Agreement for New South Wales, a sealed copy of which is attached hereto and marked "A".



**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/100

TITLE: Alliance Group Electrical On-Site Construction Enterprise Agreement for New South Wales

I.R.C. NO: 99/551

DATE APPROVED/COMMENCEMENT: Approved 11 March 1999 and commenced 2 March 1999

TERM: 2 March 2000

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED: 2 March 2000

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all electrical division employees of Alliance Group Building Services Pty Ltd

PARTIES: Alliance Group Building Services Pty Ltd -&- Electrical Trades Union of Australia, New South Wales Branch

Registered Enterprise Agreement Industrial Registrar
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(amended)
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EX1

A



ALLIANCE GROUP
ELECTRICAL SERVICES ON-SITE CONSTRUCTION
ENTERPRISE AGREEMENT
FOR NEW SOUTH WALES
1998 - 2000

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1. TITLE

This agreement shall be known as the "Alliance Group Electrical On-Site Construction Enterprise Agreement for New South Wales".

2. PARTIES TO THE AGREEMENT AND APPLICATION

This agreement shall be binding upon:

- i) Alliance Group Building Services Pty Limited ("Alliance Group")
- ii) All Electrical Division employees of Alliance Group Building Services Pty Ltd performing work within the scope of this agreement.
- iii) Electrical Trades Union of Australia, New South Wales Branch;

3. SINGLE BARGAINING UNIT

The parties to this Agreement recognise that they constitute a Single Bargaining Unit and that the scope of the Agreement is limited to construction work in New South Wales.

4. DATE AND PERIOD OF OPERATION

This agreement shall operate until 02-03-2000.

Not later than two months prior to the date of the expiry of this Agreement, negotiations will commence to consider extending this Agreement, amending it or formulating a new Agreement.



5. RELATIONSHIP TO PARENT AWARD

This agreement shall be read and interpreted wholly in conjunction with the Electrical Contracting Industry (State) Award provided that where there is any inconsistency this Agreement shall take precedence to the extent of the inconsistency.

6. OBJECTIVES

The objectives of this Agreement are to :

- a) Contribute to the creation of a secure future for the Company and its employees by:
 - i) increasing the efficiency and performance of the Company by the effective utilisation of the skill and commitment of the employees, thereby maximising productivity and the quality of work, maximising the flexibility of the workforce and reducing lost time;
 - ii) enhancing a Company culture which fosters all employees endeavouring to meet project requirements and ensures Client satisfaction.
- b) Improve the job security/continuity of employment of employees by virtue of subclause (a) of this clause.
- c) Improve the living standard and job satisfaction of employees.
- d) Maintain a safe working environment.
- e) Build upon the good communication within the Company to enhance the teamwork, trust and shared commitment to the well-being of the Company and its competitiveness within the industry.



7. 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 skill 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 (refer Clause 11). However, where efforts, skill 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 of this Agreement.
- b) All new employees (other than casuals) will be engaged on the basis of a 3 month probationary period, which shall count as service. The Company reserves the right to terminate a probationary employee at any time during this 3 month period subject to a week's notice or payment in lieu thereof.
- c) The Company's right to employ persons on a specified task and / or specified period basis is acknowledged.

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8. COMMITMENTS

In order that the objectives of this Agreement, as expressed in clause 6 above, are achieved the parties are committed to ensure that:

- a) All provisions of this Agreement shall be read and interpreted in a manner consistent with the objectives expressed in clause 6.
- b) The measures contained in this Agreement are implemented through consultative mechanisms agreed to between the employees and the Company.
- c) The means of achieving the objectives of this Agreement, as set out in Clause 10 are implemented in such a way that they lead to real achievements in meeting the objectives in Clause 6.

9. CONSULTATIVE MECHANISMS

The parties to this Agreement recognise that:

- a) The existing workplace mechanisms whereby the Company and its employees consult and inform each other about enterprise issues have led to the drawing up of this Agreement.
- b) These mechanisms will continue to be used to implement this Agreement and assess and monitor the progress in achieving the objectives of this Agreement.



10. MEANS OF ACHIEVING OBJECTIVES.

a) Client Satisfaction

The parties to this Agreement acknowledge that high Client satisfaction leading to good relationships is important to the survival, success and growth of the Company and therefore its ability to offer continuity of employment to employees.

Therefore:

- i) All parties recognise and are committed to completing projects on time, within budget and to a high standard to ensure the long term viability of the company and thereby the prospects of long term employment of employees.
- ii) All parties agree to treat Clients with courtesy and respect and to take care of Clients' property.

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b) Quality Assurance

The Parties to this Agreement are committed to the new quality assurance procedures to be introduced as outlined in Clause 10.

c) Semi-Autonomous Work Teams

The parties to this Agreement recognise that gains in productivity and quality and thereby security of employment and job satisfaction can be achieved through utilising semi-autonomous work teams whenever applicable, ie individual employees will use their initiative wherever possible.

d) Occupational Health and Safety

The parties to this Agreement are committed to ensuring that a safe and healthy working environment is maintained. This will be achieved through consultation, training and the adherence to appropriate legislative requirements and agreed Codes of Practice.

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e) Dispute Settlement Procedures

The parties to this Agreement recognise that the objectives of these procedures are to speedily resolve disputes by consultation, cooperation and discussion; to eliminate industrial confrontation; and thereby avoid interruption to the performance of work and consequential loss of production and wages. In the event of any dispute:

- i) The employee(s) concerned shall in the first place raise the matter with their immediate supervisor/foreperson;
- ii) If the matter is not settled at this level, the employee may seek the assistance of the duly appointed employee's representative, who shall:
 - a) again raise the matter with the employee's immediate supervisor/foreperson. If the matter is still not settled at this level, the employee's representative shall then:
 - b) raise the matter with the Company's manager or representative. If not reached at this level, the employee's representative shall then:
 - c) be provided with telephone facilities to speak to an official of the relevant Union and request representation for a further conference to be held at a date and time mutually acceptable.
- iii) Should negotiations as prescribed above fail, the matter should be referred to the Australian Industry Group and to the state secretary of the Union involved at which level a conference of the parties shall be convened without delay.

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- iv) In the absence of agreement at this level, either party may refer the matter to the Industrial Relations Commission of New South Wales for resolution.

Whilst the above procedure is being affected, work should continue normally and no party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.

f) Protective Clothing and uniform:

- i) Employees under this Agreement will be issued annually with the following working clothes:

pairs of trousers, or, 2 pairs of shorts; (November, 1998)

long-sleeved shirts, or, 2 short-sleeved shirts; (November, 1998)

pair of safety boots; (November, 1998)

winter jacket, or 1 jumper. (May, 1999)

- ii) The supply of this clothing will be in lieu of any specified in any site agreement.
- iii) It is compulsory that all issued safety equipment, clothing and footwear is worn and is used in the manner intended.
- iv) The company logo on uniforms must be visible at all times. In addition a reasonable standard of cleanliness and grooming is required, particularly when working in occupied buildings.

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g) Hours of Work/Rostered Days off

The parties to this Agreement are committed to the following as a means of achieving improved productivity, efficiency and flexibility:

- i) The spread of hours under the appropriate award may be altered to suit climatic, seasonal or Client requirements, or to maximise use of equipment;
- ii) The starting and finishing times for an employee or group of employees may be staggered within the spread of hours 6am and 6pm without penalty;
- iii) Employees will commence at the nearest gang box or man hoist. At commencement they will be dressed, equipped and ready to commence work at the start time. At completion of the work finish time they will leave the area of work or gang box as applicable.
- iv) Periods of work will be measured on an actual times basis, ie one hour is an hour.
- v) Starting, stopping, breaks:
 - a) the ordinary hours of work shall be between 7.00 am and 3.30 pm, Monday to Friday with work on weekends commencing at 6.30 am.
 - b) The lunch break of half an hour will be taken at noon Monday to Friday.
 - c) A paid rest period of twenty minutes will be allowed each weekday morning, normally to be taken at 9 am.
 - d) Employees working overtime in excess of two hours will be paid double time for those hours. Within those hours they will be able to take a twenty minute crib break without loss of pay. This break will normally occur at 4.30 pm.
 - e) During the weekend hours there will be one 40 minute break per eight hour shift normally taken at 10.30 am.

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- vi) To allow for improved continuity of work, meal breaks may be staggered for employees or groups of employees.
- vii) The allocation of staggered work times and breaks may be staggered for employees or groups of employees.
- viii) The allocation of staggered work items and breaks shall be determined by agreement with the employees affected provided that no employee shall work more than five hours without a break.
- ix) Substitution of RDOs without penalty to facilitate continuity of operation. The Company may require employees or groups of employees to accumulate up to five RDOs without penalty to meet particular project or contractual needs. If five RDOs have been accumulated an employee shall be entitled to take all or part of these RDOs with reasonable notice.
- x) Employees will strictly observe nominated starting and finishing times for the work all day and designated breaks to maximise available working time. Employees will be required to commence work at the job face at their normal starting time rather than the job shed.
- xi) Where appropriate amenities for lunch and rest breaks are provided closer to the work station than the main site amenities, such closer amenities will be used.
- xii) In general it is the aim of the parties to have impeccable time-keeping and is the agreement of the parties to have complete honesty in relation to time-keeping in order that there be fairness for fellow employees and the Company.



- xiii) When overtime is required to be worked the following criteria for selection to work the necessary overtime shall apply:
- a) the special needs of the type of work required to be performed;
 - b) overall performance;
 - c) ability, special skills and experience;
 - d) leadership and/or organisational ability;
 - e) quality;
 - f) speed;
 - g) self-motivation and ability to work without supervision;
 - h) ability to get on well with other employees;
 - i) cooperation, enthusiasm and willingness to work overtime when needed;
 - j) attendance and punctuality;
 - k) seniority;
 - l) reliability.
- xiv) Employees who are sick and unable to attend work must ensure that the Company's head office, rather than site etc, is notified at the earliest possible time on that day.

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h) Safety

The parties to this Agreement agree to adopt the following principles as a sole guide to handling safety issues:

- i) that all employees shall act in good faith and cooperate to find or create a safe environment so that work may continue;
- ii) that should a portion of a project be affected by safety issues, all other employees not so affected shall continue to work;
- iii) that should a portion of a project be affected by safety issues, employees so affected shall accept transfer to another work location on the site or to another site or other place of work if, in the opinion of the Company, useful work is available in that area, another site or place of work and that work is within the scope of the employees' skill, competency and the flexibility provisions as outlined in Items 9 (j) and 9 (k) herein;
- iv) that employees shall accept the use of protective clothing where that will allow to continue safely;
- v) that employees who cannot be employed on productive work may, at the option of the Company, be required to use available time for activities such as skill development, planning, consultation, information sharing, etc.

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i) Supplementary Labour

The parties to this Agreement recognise that at all items of peak workloads or to meet specialist Client requirements there may be a requirement to use supplementary labour. This supplementary labour may be casual hire or weekly hire employees (Paid with pay rates in line with this agreement) or bona-fide sub-contractors. It is not the Company's intention to use supplementary labour in preference to direct labour.

j) Demarcation/Flexibility Between Trades

The parties agree that the employees shall perform the duties required of them provided they are within their skill, competence, classification or training and/or that they are given adequate supervision and a safe working environment. Union membership in itself shall not restrict the operation of this clause.

All employees shall cooperate when required in assisting and instructing other employees to enable all members of work teams to become more flexible and versatile.

k) Other Duties

The parties recognise that:

- i) employees are employed on the basis that duties may be required to be performed within their level of competence at/in any of the Company's sites, divisions, workshops or locations.
- ii) Housekeeping in the vicinity of the work performed is the responsibility of each employee and will be undertaken irrespective of job or skill classification as, when and where required.

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l) Training:

The Company and employees are committed to training and it is agreed that the company should have the benefit of any external course training provided for a minimum period of twelve months.

m) General Conduct

All parties recognise that it is essential that a high standard of conduct is adhered to and that there must be no abusive behaviour or any behaviour of any type which could give offence or be disruptive to any Client, colleague or member of the public.

11. QUALITY ASSURANCE

It is recognised by the parties to this Agreement that over the life of this Agreement, and particularly over the next six months, that new Quality Assurance procedures will be trialled and implemented. It is agreed that the Company is to develop Quality Assurance procedures to the highest possible standard with the aim to better any and all competitors' methods and standards. It is recognised by the employees that each employee will have to contribute on a daily basis to the production of accurate documentation and records and adherence to quality assurance procedures and requirements necessary to achieve the Quality Assurance objectives.

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12. TERMINATION OF EMPLOYMENT

- a) The parties to this Agreement acknowledge that termination of employment shall be in accordance with the relevant award provisions except where specified elsewhere in this Agreement

- b) In the event of redundancy resulting from a reduction in available work, one weeks notice (or payment in lieu) will be given and the current established procedures which take into consideration the following criteria for selection shall continue to apply:
 - i) the special needs of the type of work the Company is likely to be tendering;
 - ii) overall performance;
 - iii) ability, special skills and experience;
 - iv) leadership and/or organisational ability;
 - v) quality;
 - vi) speed;
 - vii) self-motivation and ability to work without supervision;
 - viii) ability to get on well with other employees;
 - ix) cooperation, enthusiasm and willingness to work overtime when needed;
 - x) attendance and punctuality;
 - xi) seniority;
 - xii) reliability.

No single factor will be used alone to make the selection but where employees fall in to a group of similar ability and performance then they will be selected in order or seniority.

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13. WAGE RATE

WAGE RATES APPLYING FROM 1ST FEBRUARY, 1999:

CLASSIFICATION	All-Purpose Hourly Rate	Productivity Allowance Per Hour Worked	Average Excess Fare Allowance (per day)	Average Excess Fare Allowance (per day)
Grade 1	\$14.25	\$2.60	\$8.00	\$9.60
Grade 2	\$15.03	\$2.70	\$8.00	\$10.20
Grade 3	\$15.79	\$2.80	\$8.00	\$10.80
Grade 4	\$16.56	\$2.90	\$8.00	\$11.40
Grade 5 Unlicensed	\$17.67	\$3.00	\$8.00	\$12.00
Grade 5 Cert. Of Regn.	\$18.11	\$3.00	\$8.00	\$12.00
Grade 5 Qual. Super.	\$18.50	\$3.00	\$8.00	\$12.00
Grade 5 Unlic. L/Hand	\$18.79	\$3.00	\$8.00	\$12.00
Grade 5 Lic. L/Hand	\$19.62	\$3.00	\$8.00	\$12.00
APPRENTICES:				
Indentured 1st Year	\$6.83	\$1.00	\$8.00	\$4.84
Indentured 2nd Year	\$9.18	\$1.25	\$8.00	\$6.37
Indentured 3rd Year	\$12.93	\$1.90	\$8.00	\$8.88
Indentured 4th Year	\$14.83	\$2.40	\$8.00	\$10.13
Trainee 1st Year	\$7.75	\$1.00	\$8.00	\$5.45
Trainee 2nd Year	\$10.37	\$1.25	\$8.00	\$6.58
Trainee 3rd Year	\$14.20	\$1.90	\$8.00	\$9.71
Trainee 4th Year	\$15.58	\$2.40	\$8.00	\$10.62

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14. PAYMENT OF WAGES

Wages will be paid by means of electronic funds transfer into a bank account designated by the employee. The parties to this Agreement agree that there is no requirement for time off to undertake banking transactions as a result of electronic funds transfer.

15. OTHER CONDITIONS

The parties to this Agreement recognise the following:

- a) Superannuation:
- b) Contributions for each employee, excluding apprentices, of \$60.00 per week will be made to the C.BUS superannuation scheme for the life of this Agreement in lieu of the award provisions.
- c) Redundancy:
- d) Contribution for each employee, excluding apprentices, at the rate of \$45.00 per week will be made to the MERT redundancy scheme for the life of this Agreement in lieu of the award provisions.
- e) hour accident protection and top-up workers compensation insurance will be taken out for each employee.
- f) Where Site Allowance off-set is incorporated in a project agreement the deduction for the productivity allowance shall be \$2.00 for the life of this Agreement.



16. NO EXTRA CLAIMS

The parties to this Agreement shall not pursue any extra claims during the operation of this Agreement.

17. 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 or in future Enterprise Bargaining negotiations between the parties to this Agreement.

18. SIGNATURES:

Signed for and on behalf of Alliance Group Building Services Pty Ltd:

Signature:



Date: 02-02-99

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

Signature:



Date: 9.2.99

