REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA01/126

F.F.E. Building Services Electrical Service Division Enterprise TITLE: **Agreement**

I.R.C. NO:

2000/4465

DATE APPROVED/COMMENCEMENT: 10 October 2000

TERM:

35 months

NEW AGREEMENT OR

VARIATION:

New

GAZETTAL REFERENCE:

11 May 2001

DATE TERMINATED:

NUMBER OF PAGES:

10

COVERAGE/DESCRIPTION OF

Applies to employees engaged pursuant to the Electrical Contracting (State) **EMPLOYEES:**

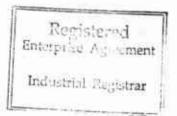
Industry Award 1992

Fire Fighting Enterprises a Division of FFE Building Services Limited -&-

Electrical Trades Union of Australia, New South Wales Branch

Registered Enterprise Agreement Industrial Registrar

F.F.E. BUILDING SERVICES ELECTRICAL SERVICE DIVISION



ENTERPRISE AGREEMENT 2000

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1. Title

This agreement should be known as the F.F.E. Building Services Electrical Service Division Enterprise Agreement.

Agreement

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3. Parties and Persons Bound

This agreement shall be binding upon:

- 3.1 FFE Building Services trading as F.F.E. (Fire Fighting Enterprises)(the Company) and its Sydney based Service Division employees who are engaged in occupations covered by the Electrical Contracting (State) Industry Award 1992 NSW
- 3.2 The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing, and Alliew Workers Union of Australia (ETU Electrical Trades Union NSW Division) and its members thereof employed by Fire Fighting Enterprises.

4. Purpose of this Agreement

This Agreement has been developed to:

- Provide improved working conditions for all employees
- · Enhance job satisfaction and security
- Generate a culture that will encourage communication and consultation between the Company and employees that will foster continuous improvements in productivity
- Offer employees increased benefits in return for documented productivity improvements.

5. <u>Declaration of Intent</u>

In this rapidly changing work environment, the company will seek to implement practices and reinforce the importance of rewarding individual and team contributions to the business. In doing so the employees will be working together towards more flexible and responsive work practices.

Together we will:

- Build more harmonious relationships and goodwill by developing mutual understanding through consultation and co-operation
- Further the growth and profitability of the company for the benefit of the employees, customers and shareholders
- Empower employees to deliver superior customer service
- Support the introduction of new technology and associated changes to enhance the companies competitive edge
- Establish skill related career paths which provide an incentive for employees to continue to participate in skill enhancements
- Advance the working conditions and living standards of employees



6. Operation and Duration of Agreement

- A. This agreement is made between Fire Fighting Enterprises (Sydney) and its Electrical Service Employees
- B. This agreement will apply to the above-mentioned employees based in Sydney, NSW.
- C. The provisions of this Agreement shall apply from the date of ratification and shall continue in force until 1 September 2003. After that time, conditions will continue if further Enterprise Agreements have not been negotiated
- D. The Consultative Committee will meet at six monthly intervals and, where urgent issues arise, upon 48 hours notice from any member of the Consultative Committee, to consider any issues regarding the implementation of this Agreement and to discuss progress of the goals set out in the Agreement.

7. Consultative Committee

For the purpose of negotiating this and subsequent Agreements between the Company and employees of the Company, conditions as per the agreed constitution will apply.

8. Commitment to Quality and Continuous Improvement

The commitment of the Company and employees to the philosophy of continuous improvement in the work place is essential to ensure the continued profitable operation of the company.

The Company and its employees agree to co – operate in the suggestion and application of methods and work practises which will:

- Add value to the business
- · Promote the safety, health and welfare of its employees
- Enhance efficient operation and improve productivity
- Improve cleanliness and good housekeeping
- Further improve employee/employer relations
- Establish the Company as a leader in the servicing of fire protection equipment by fostering innovative and value added services of the highest quality.
- Assist in the implementation and improvement of our ISO 9001 Quality System
- Support the introduction of new technology to improve productivity and customer service
- · Objectively measure requisite improvements and provide mechanisms for addressing deficiencies

9. Relationship to Parent Award

The provisions of the Electrical Contracting Industry State Award, 1992 shall apply only if not addressed by this Agreement. Provisions specifically addressed by this Agreement will apply in lieu of the Award.

10. Avoidance and Settlement of Industrial Disputes

- 10.1 It is the basic intention of both parties to eliminate, by direct negotiation and consultation between them, any dispute or grievance, including any which is liable to cause a stoppage or other form of ban or limitation to the performance of work.
- 10.2 As soon as possible after any concern or claim arises, the employee concerned will raise the matter with his/her direct supervisor who will attempt to resolve the matter
- 10.3 If the matter is not resolved it will be raised with the employees manager and an employee representative of the consultative committee who will attempt to resolve the matter as soon as possible
- 10.4 Where such an attempt to resolve the matter is unsuccessful, the matter should be raised with the employee's union representative. The parties should work in consultation towards a suitable resolution.

10. Avoidance and Settlement of Industrial Disputes (Continued)

- 10.5 If the matter is not resolved it should be submitted to the Australian Industrial Relations Commission to resolve the matter by conciliation.
- 10.6 Work will continue without interruption whilst the matter in dispute is being dealt with according to the above procedures.
- 10.7 A dispute on one site will be confined to that site and will not have any impact on any other site or enterprise.

11. Payment of Wages

Employees will be paid using electronic funds transfer into their nominated bank account, in a timely manner in accordance with Company policy and the relevant Award.

The Company will continue to facilitate the payment of union fees by payroll deduction.

12. Hours of Work

12.1 These provisions should be read in conjunction with the Award.

Ordinary hours for the purpose of this Agreement shall be 38 hours per week at single time, between 6:00 am and 6:00 pm Monday to Friday. However, when daylight saving applies ordinary hours may commence from 5:00am by agreements between the company and the relevant employees. In this instance starting times will be within a band from 5:00am to 9:30 am, otherwise from 6:00am to 9:30am.

12.2 Rostered Days Off (RDO)

Employees will work forty (40) hours per week.

For the duration of the Agreement employees will be given the option of either:

12.2.A Accumulation of two (2) hours per week towards an RDO

OR

12.2.B Being paid the last two hours per week at double time in lieu of accumulating time towards an RDO.

Employees must elect either option 12.2A or 12.2B for a minimum of three (3) months. A minimum of one (1) month's notice, confirmed in writing, will subsequently be required to change options.

13. Increases in Wages

Rates of pay

Wage increases will occur as per the attached Appendix A (Rates of Pay).

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Industrial Registrar

13.1 The first increase to become effective as of the Date of this Agreement (DAO), with subsequent increases at 12 months from DOA and 24 months from DOA.

14. Classification Structure

The classification structure here should be read in conjunction with Appendix A. New employees should initially be engaged at one of the following classifications:

Grade 4 Entry Level Unregistered Tradesperson

Grade 5 Electrical\Electronic Technician

Grade 6 Advanced Electrical/Electronic Technician

Grade 7 Electrical Supervisor

During the life of this agreement, the Consultative Committee shall review the job classification structure with the objective of establishing by agreement a structure that more accurately reflects skill level and productivity out comes for use in the next enterprise agreement. This shall include appropriate training courses and programmes.

15. Allowances

Allowances will be paid as per award and Appendix A where applicable.

16. Casual Employment

In order to meet peak loads or special requirements, the Company after consultation with the Consultative Committee, may employ casual employees.

17. Recruitment

The company will recruit employees based on objective and relevant criteria, having regard for an applicant's knowledge, skills, qualifications and aptitudes, and in accordance with Company Policy.

18. Uniforms and Safety Equipment

The company will issue all permanent field employees 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.

All vehicles will be fitted with an approved dry powder or carbon dioxide fire extinguisher and a basic first aid kit in accordance with Chubb Fire Australia corporate Policy.

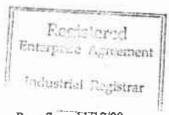
Should an extinguisher be fitted, it will be regularly inspected and tested to the relevant Australian Standard. Return of extinguishers for testing will be the responsibility of the designated driver of each vehicle.

The first aid kit will be kept up to date at the company's expense. It will be the responsibility of the designated driver to maintain this kit.

The company will provide first aid training by a recognised body qualified to do so such as a St Johns Ambulance first aid course for all company field employees who may be required to administer first aid to themselves or others. The company will expedite this to ensure all permanent field employees are trained before 1st April 2001. Other safety equipment will be issued on an as required basis to ensure employees are at all times equipped to work safely.

19. Training

The parties to this Agreement are committed to the process of continuous improvement. Consistent with this aim the consultative committee will identify with individual employee's specific training requirements and report this to his direct supervisor. If available, in-house training will be conducted in company time. Where applicable, training costs will be met by the company, in accordance with Company Policy.



20. Right of Entry of Union Officials

Union officials meetings with employees should only occur at times when they do not interfere with employees normal duties, ordinarily they would be conducted outside normal working hours. Management are to be advised in advance of meetings. No payment will be made to employees attending unauthorised or stop-work meetings.

21. Performance Indicators

The parties agree that it is essential that measures and mechanisms be established on a business unit and project basis to systematically examine and monitor the productivity on the Company's projects. Such mechanisms will examine in detail the work organisation and processes being undertaken on each site.

Among the aims of this Agreement are the goals of increasing efficiency, quality, occupational health and safety and skill levels. In order to monitor progress in achieving these objectives and take the appropriate action, the following performance indicators and information will be shared with the Site Consultative Committees:

Productivity

Time

Quality

Occupational Health and Safety

Skills



- Rates for work tasks/area (quality/person or team hour)
- Progress versus programme
- Extent of lost time and its causes.
- Amount of re work and causes
- Compliance with design
- -.. Amount of waste
- Tolerances achieved
- Lost time injury rates
- -.. Severity rates
- -.. Compliance with OH&S management system
- -.. Measure skills over time to determine rate of up skilling

Measurements will involve work teams and this information will be made available to the Project Consultative Committee. Teams are encouraged to measure other factors that can be used to assess and improve performance.

Performance indicators and information will be made available to the Company so that broader trends can be identified and appropriate action taken. The parties to this agreement recognise that information such as that noted above is confidential and not for publication or discussion outside the Company.

22. No Extra Claims

The parties agree that there shall be no extra claims, award or over award, during the life of this agreement

23. Use of Company Vehicles

Employees who are permitted to drive a Company vehicle must at all times drive responsibly and in accordance with Company policy (Appendix B). Further, the limitations of private use of a Company vehicle must be strictly adhered to in accordance with Company Policy, with appropriate disciplinary action taken for staff acting in contravention of this Policy.

24. Renewal of Agreement

Prior to the expiration of the agreement the parties will convene to discuss changes required for future Agreement.

25. Performance Appraisal and Development Review

All employees covered under this agreement will participate in a Performance Appraisal and Development Review program, jointly developed by the Consultative Committee by 1 April 2001, in order to identify skills/performance deficiencies, development opportunities and career path progression. This appraisal system is designed to enhance an employee's performance and skills in their particular field and will track continuous improvement steps and skills development programs. It is not the intended purpose of this program to downgrade or demote any employee covered by this agreement.

26. Mobile Telephones

Any employee who uses a Company provided mobile telephone will do so in accordance with Company Policy. If an employee utilises their own personal mobile telephone to conduct Company business, then all justified business related calls will be reimbursed 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 record of calls made.

27. Acceptance

The above agreement was accepted on behalf of all respondent employees on the

Day of August (month) 2000 by

Comuls: on behalf of Consultative Committee

Registered Enterprise Agreement
Industrial Registrar

on behalf of the Electrical Trades Union of Australia, NSW Branch.

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Effective Date - 01 September 2000 thru 01 September 2003 Appendix A (Rates of pay)

16.5% Flat Wage Increase over 3 years (6% + 5.5% + 5%)	Hourly rates after 1" increase to commence 01 September 2000	Hourly rates after 2 nd increase to commence 01 September 2001	Hourly rates after 3 rd increase to commence 01 September 2002
Classification	Hourly Rate	Hourly Rate	Hourly Rate
Tester, Entry Level	18.7759 (existing) 19.9024 (new)	20.9351	21.8739
Electrical/Electronic Technician	20.2665 21.4824	22.5971	23.6104
Advanced Electrical/Electronic Technician	20.8916 22.1450	23.2941	24.3387
Electrical Supervisor	22.9121 24.2868	25.5469	26.6925

The following allowances are applicable from 01 September 2000. Note:

The actual dollar rates above are indicative only. The actual wage increase is based on the percentage rise from the rates prevailing

In August 2000.

In addition to the above rates, travel and expenses will be paid as per the relevant state award, or

Employees will receive \$30 per week attendance allowance if they attend work five (5) days per week (ie. Monday through Friday). Payment to be included for RDO's, Public Holidays, Union Picnic Day but not during periods of Annual Leave of five days or more

Fares to be paid at a rate of \$15.00 per day to those employee NOT having use of a company service vehicle

C+BUS instalments to be in accordance with the Superannuation Guarantee Contribution rate.