

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/197**

**TITLE: Wormald Sydney Electrical Testing Division Enterprise Agreement**

**I.R.C. NO: IRC00/2986**

**DATE APPROVED/COMMENCEMENT: 10 July 2000**

**TERM: 27 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 25 August 2000**

**DATE TERMINATED:**

**NUMBER OF PAGES: 16**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to all employees of the Electrical Testing Division located at Silverwater**

**PARTIES: Electrical Trades Union of Australia, New South Wales Branch -&- Wormald Sydney Electrical Pty Ltd**

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***WORMALD SYDNEY***

***ELECTRICAL TESTING DIVISION  
ENTERPRISE AGREEMENT***

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## **Part A - Formalities**

### **1. Title**

This Agreement shall be known as the Wormald Sydney Electrical Testing Division Enterprise Agreement.

### **2. Enterprise Identity**

This Agreement was made for the Wormald Electrical Testing Division located at Silverwater in Sydney.

### **3. Parties Bound**

This Agreement shall include:

Employees

Permanent employees of the Wormald Electrical Testing Division in Sydney.

Company

Wormald Electrical Testing Division Sydney.

Union

Electrical Trades Union of Australia, New South Wales Branch

### **4. Date and Period of Operation**

This Agreement shall commence when registered by the Federal Industrial Commission of Australia and terminate on 31 March 2002.

*NSW Industrial*

### **5. Relationship to Parent Award**

The Agreement shall operate in conjunction with the Electrical Contracting Industry (State) Award 1992.

Where there is any inconsistency between this Agreement and the award, this Agreement shall take precedence to the extent of the inconsistency.



## **6. Aims of the Agreement**

The objectives of the Agreement are:

- To create and maintain a profitable, professional, multi-skilled, and technically advanced team that leads the industry in supplying, installing, testing and servicing fire protection and detection equipment.
- To provide great performance to our customers.
- To carry out the above objective to the highest levels of integrity, reliability and quality possible.
- To embrace the principles and practices of equal opportunity.

## **7. New Employees**

The parties agree that any permanent employee who is engaged by the employer during the term of this Agreement shall become a party to the Agreement. The new employee shall, as from the date of permanent employment, be entitled to all benefits and be bound by all obligations, under this Agreement.

## **8. - Agreement to be Displayed**

All employees bound by this Agreement shall be provided with a copy. The Agreement shall be made accessible to all parties bound by the Agreement by the employer.

## **9. Joint Consultative Committee**

The parties governed by this Agreement shall form a Joint Consultative Committee (JCC) which will be made up of one (1) representative from the employees and one (1) management representative.

This committee shall be a forum for open discussion and shall meet at quarterly intervals with additional meetings on an as required basis.

- Decisions of the meeting will be reached by consensus.



- The Service Manager and Union Organiser shall have a standing invitation to participate in all committee meetings. Other employee representatives may also participate in committee meetings from time to time.

The objective of this committee will be to review all matters detailed in this Agreement affecting the efficiency and productivity of the Electrical Testing Division and recommend any changes that need to be made to procedures to ensure the objectives of the Agreement are met. All decisions taken by this committee shall be in the best interests of all parties bound by the Agreement and ensure the long term viability of the Electrical Testing Division of Wormald Sydney.

The committee will also be responsible for the grading of employees covered by this agreement. The committee will review the grades of each employee at intervals no less than every six (6) months and determine whether any employee is to be re-graded. Employees who believe they meet the criteria of a higher grade and wish to be considered for re-grading should put their case, in writing, to a committee representative for consideration at the next review meeting.

## **10. Occupational Health and Safety**

The Company accepts its overall responsibility as an employer in respect of Occupational Health and Safety (O.H. & S.). In the spirit of this Agreement, it is recognised that everybody at the work place has a responsibility to contribute towards achieving a safe working environment and the use of safe working methods. Further, the parties are committed to:

- i) The further development and implementation of the Tyco International O.H. & S. Policy through the consultative process outlined in this Agreement.
- ii) Adherence to applicable State regulation and legislation as a minimum standard of O.H. & S.
- iii) Ensuring that no employee is required to carry out work that is not safe, or is not in a safe environment.
- iv) Ensuring that if any O.H. & S. issue is raised in an area, no work proceeds in that area until it is declared safe by the company safety committee. Where practical, the employees in that area will be relocated to a safe area where productive work can be undertaken.
- v) The use, possession, and/or distribution of illegal drugs during working hours will not be tolerated under the Agreement.

Working under the influence of alcohol is prohibited.



Non-compliance with the above may result in termination of employment.

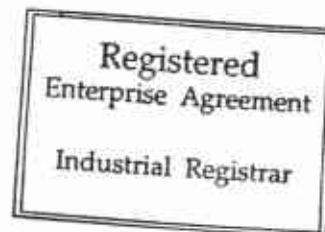
## **11. Precedence**

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other division, plant or enterprise of Tyco International.

## **12. Confidentiality**

Parties bound by this Agreement acknowledge the confidentiality of this document and under no circumstances will disclose any part of this Agreement to persons other than those bound by the Agreement unless they have written consent of the employer or are legally required to disclose its contents.

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## **Part B Remuneration & Grading**

### **13. Remuneration**

This agreement, in general, provides for a restructure of payment rates to minimise previous allowances paid with the corresponding increase to hourly rates of pay. A 4.5% increase to hourly rates are effective after 12 months. A full list of applicable rates and allowances is set out in Appendix 1.

### **14. No Extra Claims**

No extra claims, award or over award, shall be pursued for the duration of this agreement.

### **15. Disputes Settlement Procedure**

Disputes will be resolved in the following way:

1. In the first instance an employee should discuss the issue with his or her immediate supervisor.
2. If the matter cannot be resolved at this stage the following procedure will apply:
  - a) The employee will refer the matter to his department representative who in turn will submit the issue to the Service Manager.
  - b) If not settled at this stage the matter will be referred to the JCC for discussion.
  - c) If the matter still exists the matter will be referred to the Industrial Commission for conciliation and/or arbitration.

### **16. Employment Classification Grades**

This Agreement provides for eight (8) grades of testers. A full description of each classification is included in Appendix 2.

Tester Grade 1 to Tester Grade 6 is a target that could be reached by all Testers with appropriate aptitude, study, training and experience.

It is the prerogative of the Company to decide how many persons at Tester Grade 7 and Tester Grade 8 are required in order to run an efficient business.

Descriptions of classifications may be amended by the JCC during the term of this agreement to reflect technological and work practice changes within the Company.





## 17. Emergency Service Work

a) Standing By

An employee who is required to hold himself or herself available to perform emergency service work shall be paid a stand-by allowance in accordance with the rates set out in Appendix 1.

b) Call Back for Emergency Service Work

An employee required to perform emergency service work outside of normal working hours for breakdown, accident or other work shall be paid at the rate of double time. The time paid shall only be the time reasonably occupied in travel or work between the time of the employee's departure from his normal place of residence and the time of his return.

Employees recalled to work under the provisions of this paragraph shall be entitled to at least a minimum of three hours at the rate of double time for the first such recall and, in the case of further recalls within the same day or stand-by period, no minimum payment applies.

c) Employee Assisting on Emergency Service Work

An employee who has not been required to stand by and who is called out to assist on emergency service work shall be paid a sum equivalent to the stand-by allowance for the day concerned in addition to the call back payment prescribed in subclause (b) above.

## 18. Overtime

Employees required to work overtime shall be paid at the rate of time and a half for the first two and double time thereafter, such double time to continue until the completion of the overtime work.

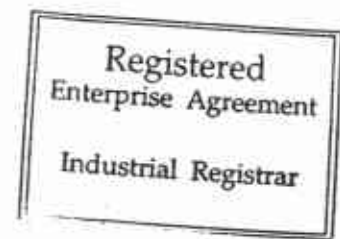
For the calculation of overtime payments, each day's work shall stand alone.

## 19. Travelling

Employees shall be paid a travel allowance in accordance with the rates set out in Appendix 1 for each day worked. Travel allowance does not apply for emergency service work on Saturdays, Sundays, Public Holidays, RDO's or at any other time where the employee is already being paid for work between the time of the employee's departure from his normal place of residence and the time of his return.

## 20. Fares

Employees who do not drive a company vehicle will be paid a fares allowance in accordance with the rates set out in Appendix 1 for each day worked.



## **21. Meal Allowance**

An employee required to work overtime for two hours or more without being notified on the previous day or earlier that he or she will be required to work shall be paid a meal allowance at the rate prescribed in Appendix 1 for the first meal and each subsequent meal. A meal allowance shall be paid after the first two hours of overtime and each subsequent four hours of overtime worked consecutively.

## **22. Conditions of Employment**

All employees covered by this agreement agree to meet the following conditions (a) to (m).

- (a) Employees are to be courteous at all times to clients or others encountered on clients' premises.
- (b) Company uniforms, including identification badges, are to be worn while working and are to be kept neat and tidy.
- (c) Company vehicles are to be kept clean and tidy and any damage reported to the supervisor or manager immediately.
- (d) Company vehicles are to be driven in a careful and courteous manner on the road.
- (e) Company vehicles are to be serviced without disruption to normal work at times agreed to by the supervisor, or in employees' own time.
- (f) Company property, e.g. tools, phones, test equipment etc., must be kept in good order and in a safe working condition. All care must be taken to prevent loss or theft of company property. Negligence in the use or treatment of company property will not be tolerated including, but not limited to, leaving mobile phones, computers, 2 way radios etc. in vehicles without being stored in suitable lock up boxes.
- (g) Time sheets, job sheets and test sheets must be submitted when required by the supervisor or coordinator.
- (h) Time sheets must be completed in the employees' own time to the satisfaction of the supervisor.
- (i) All emergency service work is to be recorded in the relevant log book on site.
- (j) All annual test information must be recorded in the rear of the relevant log book.
- (k) Employees must turn up for work with all the required tools.
- (l) Employees are to keep the equipment being tested, repaired or modified, e.g. fire alarm panels, clean and tidy after each visit. This includes wiping the equipment over to remove dust and dirt and polishing if necessary.
- (m) Employees must adhere strictly to the required starting times. A full 8 hours must be worked on a normal working day.

Failure to meet these conditions may lead to termination of employment.



**23. Redundancy**

Redundancy will be paid strictly according to NSW State provisions.

**24. Top-Up/24 Hour Income Accident Protection Insurance**

The company will pay Top-Up/24 Hour Employee Insurance under the Wage Cover or similar scheme from the date of agreement for those employees not already covered by the accident insurance provisions of the company's Superannuation plan.

**25. Olympic Period**

Any shift work required during the period when the Olympic Games are in Sydney during September and October 2000 will be paid in accordance with this agreement and the provisions of the Electrical Contracting Industry (State) Award 1992.

**26. No Other Allowances**

No other allowances or payments shall be paid, other than those contained in this agreement and set out in Appendix 1.

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## **Part C Declaration and Signatories**

### **27. Declaration**

This Enterprise Agreement has been negotiated through extensive consultation between management and employees. The content of the Agreement has been canvassed with all parties. All parties are entering into this Agreement with full knowledge as to the content and effect of the document.

The parties declare that this Agreement:

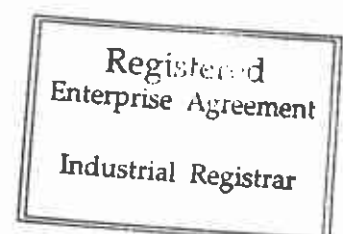
- Is not contrary to public interest
- Is not unfair, harsh and unconscionable
- Was at no stage entered into under duress
- Reflects the interests and desires of the parties

### **28. 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, fares and travel allowance. Superannuation 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.

### **29. Future Negotiations**

The parties agree to commence negotiations on a new agreement no later than two (2) months prior to the end of this Agreement.





**30. Signatories**


***This Agreement is made at .....[place] on this the ..... day of .....***

***Signed for and on behalf of the company:***


  
.....  
**By (Name)**

MICHAEL DIRCKZE

***In the presence of:***

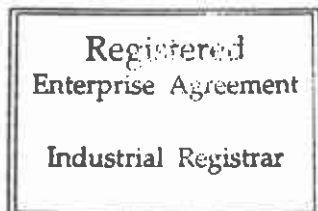
  
.....  
VICTOR J. WREN.

***Signed for and on behalf of the union:***

  
.....  
**By (Name)**

***In the presence of:***

  
.....





## APPENDIX 1

### RATES OF PAY AND ALLOWANCES

Table 1. Rates of Pay effective 1 January 2000

Classification	Hourly Rate
Tester Grade 1	14.82
Tester Grade 2	15.09
Tester Grade 3	16.28
Tester Grade 4	17.40
Tester Grade 5	18.07
Tester Grade 6	18.84
Tester Grade 7	20.06
Tester Grade 8	20.95

**Allowances:**

TRAVEL	\$18.00 per day worked
FARES	\$9.10 per day worked
MEAL	\$8.10
STANDBY:	\$29.35 Mon-Thurs
STANDBY:	\$56.70 Fri-Sun

Table 2. Rates of Pay effective 1 January 2001

Classification	Hourly Rate
Tester Grade 1	15.49
Tester Grade 2	15.77
Tester Grade 3	17.01
Tester Grade 4	18.18
Tester Grade 5	18.88
Tester Grade 6	19.69
Tester Grade 7	20.96
Tester Grade 8	21.89

**Allowances:**

TRAVEL	\$18.00 per day worked
FARES	\$9.10 per day worked
MEAL	\$8.10
STANDBY:	\$29.35 Mon-Thurs
STANDBY:	\$56.70 Fri-Sun

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## APPENDIX 2

### EMPLOYMENT CLASSIFICATION GRADES

#### TESTER GRADE 1

Means a person employed to inspect and test alarm/control panels, detectors, signs, bells, pumps and associated equipment, and other fire protection systems and equipment.

#### TESTER GRADE 2

Means a Tester Grade 1 with a minimum 6 months experience capable of preparing written reports on the conditions, suitability, and requirement for fire detection and suppression equipment, portable hand held fire fighting equipment, fire doors, emergency lighting, exit signs, and associated equipment. The tester will be able to accurately identify faults in systems and report them expeditiously as required. The tester will be able to prepare reports detailing all requirements for the testing of systems in their test run. The tester will also be capable of testing fire suppression systems.

#### TESTER GRADE 3

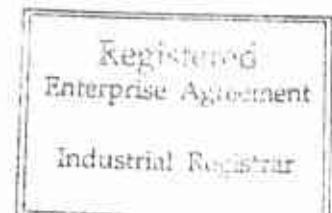
Means a Tester with a minimum 2 years experience as a Grade 2 Tester capable of testing all fire detection, protection, suppression and related systems and equipment. The employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel. The tester will be able to read, follow and mark-up installation drawings. The tester will also be conversant with AS1670 and AS2220 to the extent of having full knowledge of the selection and placement of detectors, speakers, indicators and warning devices.

#### TESTER GRADE 4

Means a Tester who has who has the skills of a Grade 3 Tester and has a relevant electronic trade qualification.

**OR**

Means an employee who was a Grade 1 Technician immediately prior to the commencement of this agreement and who has a current electrical license from the NSW Department of Fair Trading.





### **TESTER GRADE 5**

Means a Tester who has a minimum of 2 years experience as a Grade 4 Tester and has a thorough knowledge and understanding of all fire, EWIS and related systems and equipment including addressable systems. The tester will also have basic computer skills.

**OR**

Means an employee who was a Grade 2 Technician immediately prior to the commencement of this agreement and who has a current electrical license from the NSW Department of Fair Trading.

### **TESTER GRADE 6**

Means a Tester who has a minimum of 2 years experience as a Grade 5 Tester and is capable of fault finding, repairing and programming all facets of addressable and networked systems. In addition, to be classified as a Grade 6 Tester, the person must be capable of:

- (1) Working under minimum supervision and technical guidance.
- (2) Providing technical guidance on all aspects of the job.
- (3) Preparing reports of a technical nature on all aspects of the job.

**OR**

Means an employee who was a Grade 3 Technician immediately prior to the commencement of this agreement and who has a current electrical license from the NSW Department of Fair Trading.

### **TESTER GRADE 7**

Means a Tester who has a minimum of 2 years experience as a Grade 6 Tester and has demonstrated a high level of competency in all aspects of their work. In addition the Tester will be capable of preparing accurate estimates for quoting repair and alteration work.

**OR**

Means an employee who was a Grade 4 Technician immediately prior to the commencement of this agreement and who has a current electrical license from the NSW Department of Fair Trading.

### **TESTER GRADE 8**

Means a Tester who qualifies as a Tester Grade 7 and can perform the duties of a Leading Hand which includes:





1. Organising and running training courses for Testers on any area of competency.
2. Supporting the Supervisor by being available for guidance and technical support for the other Testers during normal hours and after hours.
3. Carrying out the Supervisor's duties when the Supervisor is unavailable.

