

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/169

TITLE: Tenix Alliance Pty Ltd NSW (Electrical) Agreement 2000

I.R.C. NO: 2002/1023

DATE APPROVED/COMMENCEMENT: 1 March 2002/30 September 2001

TERM: 30 September 2002

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 24 May 2002

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged in electrical occupations specified in the Electrical Electronic and Communications Contracting Industry (State) Award

PARTIES: Tenix Alliance Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch

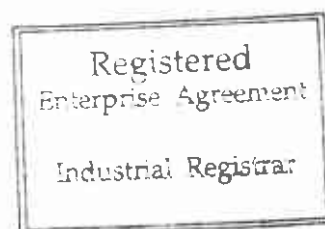
25 FEB 2000
OFFICE OF THE
REGISTRAR



**TENIX ALLIANCE PTY LTD
NSW (Electrical) Agreement 2000**

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1. TITLE

This agreement shall be known as the "Tenix Alliance Pty Ltd NSW (Electrical) Agreement 2000"

2. APPLICATION AND INCIDENCE OF AGREEMENT.

This Agreement shall apply to Tenix Alliance Pty Ltd, in respect of all Tenix Alliance Pty Ltd Employees engaged in electrical occupations specified in the Electrical, Electronic and Communications Contracting Industry (State) Award, whilst engaged in works located within New South Wales.

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

3. DEFINITIONS.

For the purpose of this Agreement

- a. "Agreement" means this Enterprise Agreement".
- b. "Award" means the "Electrical, Electronic and Communications Contracting Industry (State) Award".
- c. "Company" means Tenix Alliance Pty Ltd.
- d. "Employer" means Tenix Alliance Pty Ltd.
- e. "Employee" means an Employee of the Company performing work within the scope of this Agreement.
- f. "Union" means the Electrical Trades Union of Australia, New South Wales Branch.

4. PARTIES & PERSONS BOUND.

This Agreement shall be binding upon :-

- a. Tenix Alliance Pty Ltd.
- b. The Employees of Tenix Alliance Pty Ltd, whether members of the organisations of Employees listed in this clause or not.
- c. Electrical Trades Union of Australia New South Wales Branch.

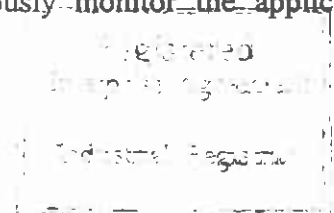
5. DURATION OF AGREEMENT.

This Agreement shall commence on 30th September 2001, with all wage rates and allowance effective from the date of registration (1st March 2002) and will remain in force until 31st September 2002.

The parties to this Agreement shall continuously monitor the application of the Agreement via the consultative committee.

6. OBJECTIVES.

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



- b. Ensure customer satisfaction in the provision of goods and services.
- c. Creating a co-operative, safe and productive working environment.
- d. Continuing the development of a more flexible, efficient and adaptable management and work practices.
- e. Foster a commitment to the companies Quality Management System.
- f. Establishing performance indicators so as to measure the performance and to identify ways of achieving real and lasting improvements in productivity, efficiency and flexibility.
- g. Provide for the use of the full range of skills and knowledge held by Employees.
- h. Implement a training skills enhancement program consistent with the provisions of the Award and this Agreement for all Employees.
- i. Substantially reduce and eliminate lost time.
- j. Establish and maintain effective communication within the Company between management and the Employees, via a Consultative Committee.
- k. Ensure that the measures contained in this Agreement lead to real gains in productivity.

The parties agree that if, following a review of this Agreement by the parties and the Consultative Committee, that this Agreement places and continues to place TENIX ALLIANCE PTY LTD or the EMPLOYEES at a disadvantage, and productivity and flexibility have not improved then Tenix Alliance Pty Ltd or the Employees have the option of reverting to work under the Electrical, Electronics & Communications Contracting Industry (State) Award, issued June 2000.

7. CONTRACT OF EMPLOYMENT.

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

- a. To become entitled to payment of the wages described herein, be available, ready and willing to perform such work, including shift work, as the Company shall reasonably require on the days and during the hours necessary for the employer to best meet the Company's contractual obligations.
- b. Comply with any request of the Company to work reasonable overtime in excess of the ordinary hours at any time during the seven days of the week at the appropriate remuneration prescribed herein.
- c. Properly use and maintain all appropriate protective clothing, equipment and vehicles provided for use by the Company.
- d. Use any technology and perform any duties which are within the limits of the Employee's skill, competence and training.
- e. It is agreed that seniority or last on, first off systems shall not apply with regard to termination of employment. Rather the Attitude, efforts, skills and abilities of Employees and the operational needs and requirements of the Company shall be the determining factors.

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

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It is further agreed between the parties that all past practices, Agreements and precedents be replaced by this Agreement.

The consultative committee shall continually monitor the development of the Enterprise Agreement and shall review the effect of this Agreement on its expiration.

8. NO EXTRA CLAIMS.

The parties listed above agree that they will not pursue any extra claims, either Award or Over-Award for the life of this Agreement. 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. CLASSIFICATION STRUCTURE.

In the event that the parties to the Award reach an industry wide Agreement on the implementation of the Award classification structure and the skills required for reclassification under that structure (or any particular grade), then it is hereby agreed that only Employees on projects tendered after the date of the industry wide Agreement will be subject to the reclassification rate if applicable.

11. UNION MEMBERSHIP

The parties acknowledge that collective industrial relations will continue as a fundamental principle of the company.

- a. All prospective and current employees will be strongly encouraged to join and maintain financial membership of the ETU. An introduction to the workplace ETU representative shall form part of the official induction program and adequate time shall be allowed to ensure union membership can be discussed.
- b. All employees of the Company who are members of the ETU shall be encouraged to participate in union meetings and exercise their voting rights.
- c. The company shall allow workplace ETU delegates adequate time and facilities, during normal working hours to attend to Union duties.

The company recognises the ETU has the right to represent the industrial interests of its members employed by the Company.

12. QUALITY ASSURANCE.

It is understood that QUALITY ASSURANCE is a key factor to ensure that Tenix Alliance Pty Ltd becomes a more competitive and efficient enterprise. The parties are therefore committed to the continuation and maintenance of the Tenix Alliance Pty Ltd QUALITY ASSURANCE system.

13. FLEXIBILITY OF WORKING HOURS.

13.1. Starting and Finishing.

It is recognised by the parties that an inefficiency exists with work not commencing or finishing at the official starting and finishing times. In an endeavour to overcome this inefficiency it is agreed that Employees will be ready to work at the official starting times and up until the official finishing times including times set aside for meal breaks.

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Work start and finish shall be at the work-face.

13.2. Leave.

RDO's may be banked to a maximum of 5 days. Tenix Alliance Pty Ltd will maintain a record of Employees' RDO bank status. Where RDO's have been accrued and two weeks notice is given in advance then the RDO (based on a first in first serve basis) may be taken on the required day. Where notice given is less than two weeks in advance then the taking of the RDO will be subject to mutual agreement. Individual Employee's bank status records will be available upon request by that Employee.

Annual Leave may be banked to a maximum of 6 weeks (in accordance with the Annual Holidays Act).

13.3. Overtime.

On projects where overtime is necessary, the work crew may be rostered so that each Employee is not disadvantaged to the amount of overtime that they work. On any day that overtime is worked there shall be no necessity for all Employees on the job at hand to work.

There shall be no restriction on the working of overtime on an RDO weekend.

13.4. Day Work.

The ordinary hours of work shall be an average of thirty eight (38) per week and shall be worked continuously, except for meal breaks between 6.00am and 6.00 pm Monday to Friday by Agreement between Tenix Alliance Pty Ltd and the Employees affected to suit job requirements.

The staggered starting and finishing times may be introduced by Agreement with Tenix Alliance Pty Ltd and the Employees affected at the site to help overcome any problems or potential delays. As a consequence, breaks taken during the course of the day shall also be staggered.

13.5. Time Keeping.

Each Employee is responsible for the accurate and timely completion of time sheets and productivity records.

14. TRANSFER OF LABOUR.

If a halt to productive work occurs which is not the fault or the responsibility of Tenix Alliance Pty Ltd the parties agree that labour can be relocated to other unaffected areas to continue productive work, or other sites if work is available

This will not prejudice the industrial rights of the Employees.

15. WAGES.

Wage rates for employees shall be as prescribed in the Schedule. These wage rates are effective from the first full pay period to commence on or after the dates specified in the schedule. The wage rates will be increased at a rate of 2.5% each six months as indicated in the schedule.

Where work is to be carried in the Sydney area (County of Cumberland) then rates agreed to at the time shall be applicable.

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These wage increases will be in lieu of any increase, granted by the Industrial Relations Commission during the term of this Agreement.

16. APPRENTICES

The rates of pay applicable to apprentices shall be the following percentages applied to the Grade 5 Electrician all purpose rate of pay as determined by the Award for Indentured Apprentices, inclusive of the above increases.

1st year apprentice	41%
2nd year apprentice	54%
3rd year apprentice	74%
4th year apprentice	85%

17. LEADING HANDS / FOREMEN

Leading Hands will be paid in accordance with the conditions contained in the award. Where an employee is elevated to the position of foreman a further allowance of \$60.00 per week will be paid in addition to the Leading Hand allowance and will form a part of the All Purpose Rate.

18. PRODUCTIVITY ALLOWANCE

Subject to the exclusions contained herein a productivity allowance of \$1.00 per hour worked is to be paid on Commercial Building Construction Projects with a project value greater than \$5.0 M. This payment is to apply on new projects tendered after the date an agreement is reached. This allowance will not be subject to penalty in addition and shall be in lieu of all or any Parent Award disability allowances, with the exception of the multi-storey allowance.

This payment will also apply to work carried out on coal fired power station sites subject to the same conditions.

These payments will not apply on any project where a select tender nominates competitors who do not have enterprise agreements with this provision and therefore places this company's employees at a disadvantage.

19. SITE ALLOWANCES AND/OR OTHER AGREEMENTS.

Additional site allowances, rates of pay, working conditions or other enterprise Agreements that are in excess of this Agreement will be adhered to, if included as a part of the contractual obligations at the tendering stage for each individual project.

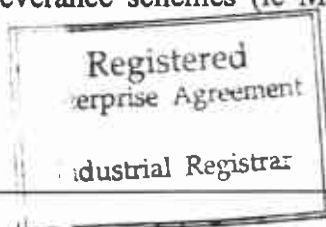
20. ADDITIONAL ALLOWANCES/BENEFITS.

20.1. Superannuation.

It is agreed between the parties that Tenix Alliance Pty Ltd will pay superannuation contributions into NESS (New South Wales Electrical Superannuation Scheme) at a rate in accordance with the provisions of the Superannuation Guarantee Levy.

20.2. Redundancy.

Contributions to redundancy or severance schemes (ie MERT) will be \$50.00 per week.



Contributions required by other agreements that are in excess of the above will only be provided/adhered to, if included as a part of the contractual obligations at the tendering stage for each individual project.

Employees made redundant shall receive the award provision for redundancy even if such redundancy is caused through the normal and customary turnover of labour as described in clause 3.(iv) of the *Electrical Contracting Industry Redundancy and Technological Change (State) Award* (ie this clause shall not apply with regard to employees engaged for a specific period of time or for specified tasks).

20.3. Insurances.

It is a term of the agreement that the company will pay Top Up insurance from the commencement of this agreement.

20.4. Protective Clothing.

The importance of Tenix Alliance Pty Ltd to portray a professional Company image is recognised by the parties to this Agreement. The requirement for all Employees to wear Company-provided protective clothing and uniforms at all times whilst on duty is a condition of employment and necessary to comply with the Occupational Health and Safety Act 2000 and Regulation 2001.

To that end, Tenix Alliance Pty Ltd will provide an initial issue of the following Company-provided uniforms/protective clothing after a qualifying period -

- i. Two pairs of pants (long).
- ii. Three long sleeved shirts.
- iii. One pair of boots.
- iv. One winter jacket OR pullover.

Overalls and/or other protective clothing will be provided on an as required basis Regular maintenance and cleaning of all clothing remains the responsibility of the wearer. Replacement will continue on a "fair, wear and tear" basis.

21. CONSULTATIVE MECHANISM.

The parties agree that for the effective operation of Enterprise Agreements it is necessary to establish a Consultative Committee at the enterprise level.

21.1. Open Discussion.

Tenix Alliance Pty Ltd and its Employees are committed to open and frank discussion on any matter relating to employment conditions.

This does not prejudice the rights of Tenix Alliance Pty Ltd or its Employees to representation by other parties where necessary.

21.2. Consultative Committee.

The Consultative Committee will consist of Management representatives and elected Employee representatives.

It is agreed that the ETU and NECA may attend meetings of the Consultative Committee.

Members of the Consultative Committee will meet on a regular basis (timetable to be established), during normal working hours and will be entitled to payment for attendance at these meetings.

The Consultative Committee is firmly committed to ensure that all Employees of Tenix Alliance Pty Ltd are kept informed of the Committee's progress.

21.3. Performance Measurement.

An integral part of this Agreement is the requirement for the parties to develop and utilise productivity and efficiency indicators to be able to continually improve performance and the Company's market position.

These indicators by Agreement include :

- i. Lost time
- ii. Waste
- iii. Rework
- iv. Number of defects and Quality Assurance non-conformances
- v. Consumable usage/wastage rate measures
- vi. Plant and Equipment life
- vii. Customer Satisfaction
- viii. Customer complaints
- ix. Safety record and incidence rates
- x. Absenteeism
- xi. Program vs Actual time comparisons

These indicators will be included as part of discussions at toolbox meetings.

22. TRAINING.

Tenix Alliance Pty Ltd acknowledges the changing pace of technology in the Electrical Contracting Industry as well as the need for Employees to understand those changes and have the necessary skill requirements to keep Tenix Alliance Pty Ltd at the forefront of the industry.

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

- a. Developing a more highly skilled and flexible workforce
- b. Providing Employees with career opportunities through appropriate training to acquire the additional skills as required by Tenix Alliance Pty Ltd

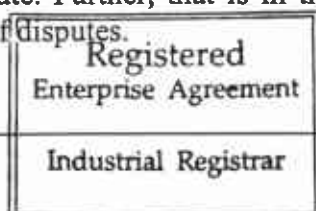
It is agreed that a training program be developed consistent with:

- a. The current and future skill needs of Tenix Alliance Pty Ltd
- b. The size, structure and nature of Tenix Alliance Pty Ltd
- c. The need to develop vocational skills relevant to Tenix Alliance Pty Ltd and the electrical contracting industry

Any disputes arising in relation to training shall be subject to review by the Consultative Committee. If settlement is not effected then the Disputes Resolution Procedure will be implemented.

23. 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 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 possible. It is with this uppermost in mind that the parties agree to strictly adhere to the dispute settlement procedure as follows:

- a. The Employee/s or accredited Employees representative wishing to raise any matter affecting the Employee/s shall:

Initially raise the matter with the Employee/s immediate supervisor/foreperson. If Agreement is not reached at this level, the Employee/s or representative shall then:

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:

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.

- b. Should the 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 a level a conference of the parties shall be convened without delay.
- c. In the absence of Agreement, either party may refer the matter to the Industrial Relations Commission for resolution.

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

All recommendations, orders and/or directions of the Industrial Relations Commission shall be strictly observed by all parties.

24. INCLEMENT WEATHER PROCEDURE.

The parties to the Agreement will collectively work towards the minimisation of lost time due to inclement weather. Common sense and safety will be the guiding principles.

In the event of inclement weather, work in the open will continue until the particular work in hand can no longer be done safely and efficiently.

Employees will be required to :-

- a. Continue to work under cover or relocate to alternative work under cover, on site, to other work sites or the companies other offices or workshops.
- b. Obtain materials and services for staff working under cover where there is only minimal exposure to inclement weather.
- c. When required, perform emergency and safety work as well as work on unexpected breakdowns (which can be corrected in a limited time duration). Employees required to carry out this work in inclement weather will be paid at the rate of double time for the hours so worked.

The Employer shall provide wet weather clothing as necessary. Such clothing will remain the property of the Company and it is the Employee's responsibility to take reasonable care of the clothing and return it.

Should a portion of the project be affected by inclement 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.

It is agreed by the parties that prior to any Employee leaving the site due to inclement weather, consultation shall take place between the affected Employees and Tenix Alliance Pty Ltd.

This procedure will not affect the parties' rights and responsibilities of the Occupational Health and Safety Act 2000 and Regulation 2001.

25. OCCUPATIONAL HEALTH AND SAFETY.

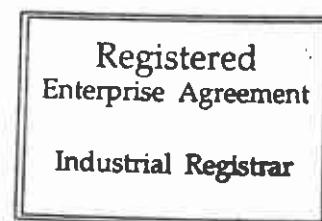
The Company is committed to provide a safe and healthy working environment in which our Employees can work. The emphasis of this commitment is on identification of potential unsafe practices, situations and the prevention of accidents and injury.

Employees have the responsibility to wear protective clothing and/or equipment appropriate to the task at hand.

Any dispute arising out of Occupational Health and Safety issues will be dealt with in accordance with the "Disputes Settlement Procedure" above or where relevant, State Legislation, Regulations or Codes of Practice, and will involve vacating only those areas where safety is at risk. It is agreed that no industrial action, interruption to, or dislocation of work shall occur before a conciliatory approach being conducted to discuss and resolve any OH&S issue at a workplace level.

26. DURESS

The parties to this agreement agree that this agreement was entered into without duress.



27. SIGNATORIES



Signed

15/2/02

Dated

For and on behalf of TENIX ALLIANCE PTY LTD.



Signed

12.2.02

Dated

For and on behalf of the ELECTRICAL TRADES UNION OF AUSTRALIA
NEW SOUTH WALES BRANCH



28. SCHEDULE

The following wage rates shall apply.

In addition to the rates below the licence allowances contained in the award shall be paid where applicable.

	SEP 01	MAR 02	SEP 02
GRADE 2	\$16.97	\$17.40	\$17.83
GRADE 3	\$17.97	\$18.42	\$18.88
GRADE 4	\$18.97	\$19.45	\$19.93
GRADE 5	\$19.97	\$20.47	\$20.98
GRADE 6	\$20.97	\$21.49	\$22.03
GRADE 7	\$22.97	\$23.54	\$24.13
GRADE 8	\$24.96	\$25.59	\$26.23
GRADE 9	\$25.96	\$26.61	\$27.28
GRADE 10	\$28.96	\$29.68	\$30.42

