

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/143

**TITLE:** Fire Control Fire Alarms Enterprise Agreement NSW 2003-2005

**I.R.C. NO:** IRC3/2748

**DATE APPROVED/COMMENCEMENT:** 3 June 2003

**TERM:** 31 December 2005

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 18 July 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 22

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of the Company who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award

**PARTIES:** Tyco Australia Fire Control -&- the Electrical Trades Union of Australia, New South Wales Branch

Registered  
Enterprise Agreement  
Industrial Registrar

***FIRE CONTROL***

***FIRE ALARMS N.S.W.***

***ENTERPRISE AGREEMENT***

***2003 – 2005***

Registered  
Enterprise Agreement  
Industrial Registrar

**FIRE CONTROL  
FIRE ALARMS N.S.W.  
ENTERPRISE AGREEMENT 2003 - 2005**

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**1. Title**

This Agreement shall be known as the "Fire Control Fire Alarms Enterprise Agreement NSW 2003 – 2005."

**2. Parties and Persons Bound**

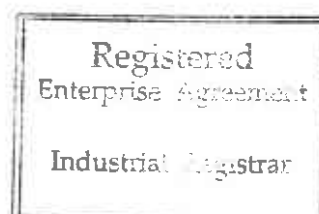
This agreement shall be binding upon:

- 2.1 Fire Control (a division of Tyco International) (hereinafter known as the "Company"), in respect to its employees engaged in the occupation, industries and callings covered by the Electrical Contracting Industry (State) Award 2000 and who are eligible to be members of The Electrical Trades Union of Australia (NSW Branch), whether members of the said organisation or not; and
- 2.2 The Electrical Trade Union of Australia (NSW Branch) (hereinafter referred to as the "Union") and its members thereof employed by Fire Control.

**3. Objectives**

The objectives of this agreement are to:

- 3.1 Increase the efficiency of the company by the effective utilisation of the skill and commitment of the company's employees;
- 3.2 Improve the living standards, job satisfaction and continuity of the company's employees by improving upon existing award and industry standards;
- 3.3 Create a co-operative and productive industrial relations environment;
- 3.4 Provide employees with more varied, fulfilling and better paid jobs;
- 3.5 Promote the continued skill formation of employees;
- 3.6 Maintain a safe working environment;
- 3.7 Establish effective communications between the Company and its employees to ensure that the workforce and their Union representatives are kept fully informed and have an input into decision making that effects the work environment and the future employment of workers with the Company;
- 3.8 Maintain and continue the integrity of trade training and adequate numbers of tradespeople through apprenticeships/contracts of training;
- 3.9 Maintain the highest possible standards of fire protection electrical engineering, with a view to enhancing the environment, to efficiently use resources and to ensure the preservation of life and property without exceeding the conditions of order or contract.
- 3.10 To ensure customer satisfaction in the provision of services.



#### 4. Commitments

In order that the objectives of this agreement are achieved the parties are committed to ensuring that:

- 4.1 The measures contained in this agreement lead to real gains in productivity.
- 4.2 A broad approach to productivity is adopted incorporating (but not being limited to) both management and labour efficiency, quality, training, adequate standards of occupational health and safety, working conditions, environmental concerns quality of working life issues and equity issues.
- 4.3 The measures provided for in this agreement will be implemented through consultative mechanisms agreed to between the Union, the Company and the Consultative Committee.
- 4.4 Productivity measures will not be implemented at the expense of health and safety standards and safety standards will continue to be improved.
- 4.5 The dispute settlement procedures provided for in this agreement are rigorously applied and enforced at all times.
- 4.6 A free flow of information occurs between the company and employees, concerning all aspects of the contracting process (including the pre-contracting process) to improve the setting up and running of jobs once a contract has been awarded.
- 4.7 The company and employees agree to work together and focus on creating a culture within the organisation that strives to promote a high level of service and customer relationships.

#### 5. Period of Operation

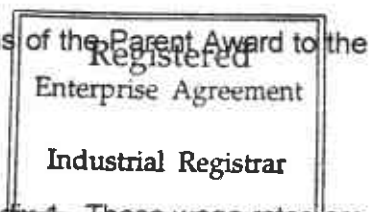
- 5.1 This agreement shall operate from the date of certification, and remain in force until the 31st December 2005. The agreement may only be terminated by the parties to the agreement in the manner prescribed in the NSW Industrial Relations Act 1996.
- 5.2 This agreement shall be certified in the NSW Industrial Relations Commission under the Industrial Relations Act 1996.

#### 6. Relationship to Parent Award and Agreements

- 6.1 The Electrical Contracting Industry (State) Award 2000 (the 'Parent Award') as varied from time to time shall be read in conjunction with this Award.
- 6.2 The terms of this Award shall prevail over the terms of the Parent Award to the extent of any express inconsistency.

#### 7. Wages

Wage rates for employees shall be as prescribed in Appendix 1. These wage rates are effective from the first full pay period to commence on or after the dates specified in



Appendix 1. Note that 1% of the first wage increase on March 1, 2003 is in recognition of the length of time employees have been without a wage increase.

These wage increases will be in lieu of any other increases granted by the Industrial Relations Commission of New South Wales during the term of this Agreement.

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

## **8. Union Representation and Single Bargaining Unit**

This agreement recognises the Union and its accredited representatives as the sole legitimate representatives for the employees covered by this agreement. The Union shall constitute the single bargaining unit in all dealings with the employer.

8.1 The Company shall allow full access to its employees during normal working hours to accredited officials of the Union. Such access shall occur so as to have minimal impact on work requirements.

8.2 The Company shall allow Union delegates adequate time during normal working hours to attend to Union duties.

## **9. Dispute Settlement Procedure**

9.1 The procedure outlined in Appendix 2 shall apply.

## **10. Consultative Mechanisms**

10.1 The parties agree that a precondition for the effective operation of this agreement is the continuation of the agreed consultative mechanism within the Company. The consultative mechanism shall be established in accordance with the guidelines set out in Appendix 3 hereto.

10.2 The State Secretary (or nominee) of the Union shall have a standing invitation to participate in the consultative mechanisms established within the Company.

10.3 The Manager of Fire Control shall have a standing invitation to participate in the consultation mechanism established within the Company.

10.4 To assist employees to participate effectively within the consultative mechanism training as agreed between the Company and the Union, will be provided as needed.

## **11. Termination of the Agreement**

11.1 This agreement may be terminated by the parties only if:

One (1) month written notice is given to either party and consultation has occurred with the workforce; and

Industrial Application is made to the NSW Industrial Relations Commission in accordance with the NSW Industrial Relations Act.

## 12. Non-Award Conditions

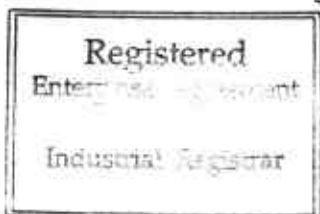
- 12.1 The Company will pay superannuation contributions into the C+Bus Superannuation Fund for each employee. It is hereby agreed that this superannuation fund or other agreed equivalents will be the funds utilised under this Agreement. The contribution rate shall be as required by the Superannuation Guarantee Legislation, provided that the weekly minimum contribution for all employees, except apprentices and trainees, will be \$60 per week worked.
- 12.2 Redundancy will be paid strictly according to the provisions of the Electrical Contracting Industry Redundancy and Technological Change (State) Agreement with the exception that that Agreement shall apply notwithstanding that employment is terminated by the Company due to the ordinary and customary turnover of labour.
- The Company will make contributions to MERT on behalf of employees (other than apprentices and trainees) at the rate of \$65.00 per week worked for the life of the agreement.
- 12.3 Long Service Leave in accordance with the State Long Service Leave Act will apply.
- 12.4 Top-up Workers Compensation and 24 Hour Accident Protection Insurance Cover will be provided by a scheme as agreed between the company and the union.

## 13. Productivity Allowance

A productivity allowance of \$2.00 flat per hour worked will be paid to all personnel, fixed for the life of the agreement. Apprentices shall receive a productivity payment of \$1.00 per hour worked, fixed for the life of the agreement. Productivity payments are not paid on any form of leave, whether paid or unpaid, nor on any Rostered Day Off or Productivity Leisure Day.

Site/Project Allowances will be paid in addition to the productivity allowance where such an addition is either:

- a. Awarded by the Industrial Commission.
- b. Where such an allowance is required by a site condition specified at the time of tender. It is incumbent upon Fire Control to enquire of the Head Contractor/Client whether a site/project allowance is required to be paid, and in particular whether it is required to be paid in accordance with the Construction Industry Site Allowance matrix or
- c. If the contract between Fire Control and the Head Contractor/Client does not contain provision for a site allowance, and after the contract is made the Head Contractor/Client makes an agreement under which a site allowance is payable, the Head Contractor/Client must agree in writing to reimburse Fire Control the full cost of the said allowance, prior to Fire Control becoming liable to pay any such additional allowance.



#### 14. Skills Development Program

The parties are committed to develop and implement a skills development program based on the acquisition of skills through accredited training. The training provided shall be based on the agreed national competency standards that have been developed by the EEITC for the Electrical Industry and be provided by 'Accredited Training Authorities'.

Provided that any training program developed shall not include trade training modules as provided through the apprenticeship or equivalent contracts for structured training in the Electrical Industry.

#### 15. Self Directed Work Teams

The parties agree that work teams will be an important organisational concept within the Fire Protection Electrical Services area. Each work team will be based upon the Fire Protection Electrical Services field of work of the service stream in which the Company operates.

Work teams are groups of employees who have the responsibility for completing an element of work. The team is given the task of completing the whole job cycle and whilst taking into account the safety, quality and environment issues, will ensure that the works are carried out in the most expedient and proficient manner possible, in accordance with this Agreement.

The aim is for the team to be self managed. The level of responsibility and responsibilities of employees within Work Teams is in order of the pay classifications.

Within the team there will be sufficient skills to complete the task at hand with members of the team having varied skills levels with further development and training encouraged.

#### 16. Protective Clothing

Fire Control will provide protective clothing to its Fire Protection Electrical employees as set out below:-

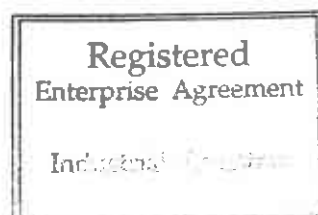
##### A. Issue to New Commencements

After 8 weeks continual employment all new Trade Employees shall be provided with a 12 month issue of clothing consisting of:-

Two (2) pairs overalls (or alternative as below)  
One (1) pair boots  
One (1) Kembla (lined) (navy) jacket or equal  
Two (2) Shirts

##### Alternative to Overalls may be

One (1) shirt and one (1) pair shorts and  
One (1) shirt and one (1) pair long trousers  
or  
Two (2) shirts and two (2) pair of shorts  
or  
Two (2) shirts and two (2) pair of long trousers



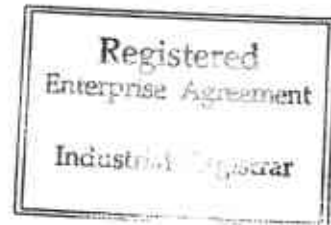


## **B. There After Yearly issues**

Subject to special provisions for new commencement, all trades personnel shall be provided with the following:-

One (1) pair boots  
One (1) jacket Kembla or equal  
Two (2) pair overalls (or alternative as below)  
One (1) Shirt

- One (1) shirt and one (1) pair of shorts  
and
- One (1) shirt and one (1) pair of long trousers  
or
- Two (2) shirts and two (2) pair of shorts  
or
- Two (2) shirts and two (2) pair of long trousers



Any clothing that is worn out during the normal course of work will be replaced by Fire Control.

## **17. Minimum Defects**

The parties are committed to the development of efficient work practices and methods that will result in works being completed consistently with minimum defects.

## **18. Induction Procedures**

- 18.1 The parties acknowledge that it is in the interest of all concerned that all new employees understand their obligations under this agreement and are introduced to their jobs in a manner which will help them to work safely and efficiently. It is agreed that this is a joint responsibility of both management and the Company Delegate.
- 18.2 In order to achieve this it is agreed that, in conjunction with the Company Management, Job Stewards and Safety Committee, employees will be given an explanation of all safety rules and procedures, including the provisions of any relevant legislation or regulation.
- 18.3 A detailed explanation shall be provided regarding Security, Emergency Procedures, rates of pay, and any applicable agreements affecting wages, conditions and work practices.
- 18.4 The induction presentation and materials shall have regard to the language skills of the employee.

## **19. Apprentices**

The provision of the Parent Award for apprentices shall apply. With regard to increases to wages appendix 1 increases are applicable to apprentices.

The company will strictly monitor performance of all apprentices to ensure they are paying due respect to their conditions of Apprenticeship.

## 20. Hours of Work/Rostered Days Off

In recognition of the need to gain greater productivity and efficiencies in respect of working hours the parties agree to the following measures, aimed at providing increased flexibility for both the company and the employees as to the arrangement of hours of work and the allocation of RDOs.

- (i) The Industry nominated RDO shall be observed, provided that, subject to agreement between the employer and the employees on sites affected, the taking of RDOs may be altered provided that:

Employees will have the option as laid down below either option 1,2 or 3:-

### Option 1

The employee takes the Industry Nominated RDO day as per the industry produced calendar for RDO's each year.

### Option 2

The employee works on the industry nominated RDO day and then has one day off within 3 weeks of that Industry RDO day. A minimum of 3 days notice should be provided to your supervisor for approval prior to taking the RDO.

### Option 3

The employee works on the Industry nominated RDO days and banks up to a maximum of 5 RDO days before he takes his 5 days off. The employee is required to advise the employer in writing 2 weeks before he wishes to take his accrued 5 days off. With this written notice the employer is to act responsibly in allowing the accrued days off to be taken when required by the employee.

Ordinary hours of work shall be between 6 a.m. and 6.p.m. Monday to Friday. 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.

## 21. Productivity Leisure Leave Days (PLD'S)/ 36 Hour Divisor

The parties agree to the phased introduction of Productivity Leisure Days (PLD's) and the 36 hour divisor during the life of the agreement. Such phasing will be as follows:

From 1st June 2004 – 4 Productivity Leisure Days, paid on the basis of a 38 hour divisor.

From 1<sup>st</sup> April 2005 – 8 Productivity Leisure Leave Days, paid on the basis of a 38 hour divisor.

From 1<sup>st</sup> October 2005 – 36 hour divisor to apply when calculating hourly rates of pay.

From 1<sup>st</sup> December 2005 – 13 Productivity Leisure Leave Days, paid on the basis of a 36 hour divisor.

The parties will agree on the days on which the PLD's shall be taken giving due regard to client needs.

Employees with a Productivity Leisure Day entitlement, may use such day in lieu of working overtime on a Saturday. In this event, the Saturday shall be paid for at single time.

On the complete phase in of the Productivity Leisure Days, the parties recognise the merit in programming Productivity Leisure Days adjacent to Public Holidays. Unless otherwise agreed between the parties, there is no work scheduled on the weekends or RDO's/PLD's of Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and the Union Picnic Day.

**22. Quality**

The parties are committed to the continuing implementation of the Company's Quality Policy. The Company is fully committed to achieving international best practice levels of performance across its entire operations including management, technology, quality, job design, skills enhancement and employer/employee relations. The parties agree to co-operate in the joint development and implementation of an international Best Practice Program through which bench marks for performance are developed in all key areas. The resultant changes to the Company's operations will be jointly monitored and evaluated.

**23. Occupational Health and Safety**

The provision of the relevant legislation and company policies shall apply. No employee shall be required to carry out work that is not safe or work in an unsafe environment. The resultant changes to the company's operations will be jointly monitored and evaluated.

**24. No Further Claims**

The employees and union shall not pursue any extra claims, either Award or over Award for the life of this 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 Disputes Resolution Procedure contained in this agreement.

**25. Subsequent Agreement**

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

**26. Contracts of Employment**

26.1 This agreement including those matters incorporated into it and the award are express terms of the contract of employment between the employer party to this Agreement and its employees as at the date of signing this agreement.

26.2 The employer will not employ any employee in classifications covered by this Award whose contract of employment contains terms and conditions less favourable than those contained in the contracts of employment of existing employees employed in the relevant classification.

**27. Counselling Procedure for Employee Performance and Conduct**

The Counselling Procedure for all employees covered by this Agreement shall be:-

- a) A verbal warning may be given in the presence of the Company Delegate.
- b) A first written warning may be issued in the presence of the Company Delegate after a verbal warning.
- c) A second written warning will be issued only after discussions have taken place between the person involved, the Company representative, the Company Delegate.
- d) A third and final written warning will be issued only after extensive discussions have taken place between the person involved, the Company representatives, the Company Delegate, or other representative of the employee. If agreement cannot be reached then clause 9, Disputes Resolution Procedure of this agreement will be invoked.
- e) At all stages of the Counselling Procedure the employer must outline the employee's alleged lack of performance of conduct and the employee has the right to respond to allegations in question and has this response duly noted on his/her file.
- f) After a period of 6 months of improved performance of conduct then these warnings will be null and void.

**28. Agreement to be displayed**

Copies of the Agreement shall be displayed in places readily visible and accessible to all parties covered by this agreement.

**29. Electronic Funds Transfer**

In accordance with company practice the parties agree that Employees will be paid by Electronic Fund Transfer.

**30. Not to be used as a Precedent**

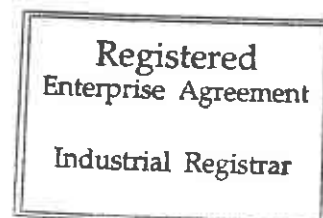
This agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other State, Territory, Division, Plant or Enterprise.

**31. 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 can include:-

- (a) Lost Time
- (b) Waste
- (c) Rework
- (d) Plant and Equipment Life
- (e) QA Non-Conformances
- (f) Customer Complaints



- (g) Absenteeism
- (h) Program vs Actual Time Comparisons
- (i) Provision of full tool kit in accordance with appendix 4
- (j) Full and correct uniform.

### 32. Wet Weather Procedure

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

Whilst it is raining, employees will be required to:

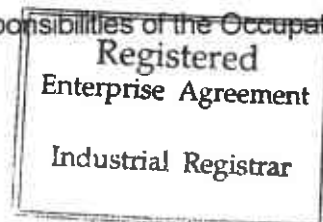
- Continue to work under cover or relocate to alternative work under cover, on site.
- Obtain materials and services for personnel working under cover where there is only minimal exposure to inclement weather.
- When required, perform emergency and safety work. In addition, work on unexpected breakdowns which can be corrected in a limited time duration.

The employer shall provide personal 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 wet 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 Fire Control Sydney.

This procedure will not affect the parties right and responsibilities of the Occupational Health and Safety Act 1989.



### 33. Conditions Of Employment

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

- Properly use and maintain all protective clothing, tools and equipment supplied by the company for specified purposes,
- Use any technology or perform any duties which are within the limits of the employee's skill, competence and training,
- Understand that termination of employment will be based on job requirements and skills and 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 employees which will be the determining factors regarding the retrenchment of employees. However, where efforts, skills and abilities are equal, then seniority shall take precedence,
- Maintain commitment to, and comply with company directions (consistent with the objectives of this agreement) with respect to safety, quality, site cleanliness and waste management

- Provide and maintain an adequate kit of tools in accordance with parent award requirements and
- Be committed to the objectives in clause 3 of this agreement.

**34. Anti - Discrimination**

The parties agree that we each have a responsibility to provide a workplace free of discrimination. This includes discrimination on the basis of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

The parties will work together to investigate any discrimination or harassment complaint, whether verbal or otherwise. No employee may be victimised because they have made, or may make or be involved in the investigation of a discrimination or harassment complaint.

**35. No Disadvantage Test**

No employee shall suffer a reduction in pay as a result of making 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. Further this assessment shall be made on an employees ordinary working week and no overtime shall be taken into consideration.

**36. Distant/Away Work**

Where an employee volunteers to be transferred to a distant site, they shall not be entitled to a living away from home allowance or travel expenses.

Where an employee is specifically requested to transfer to a distant site, they shall be entitled to a living away from home allowance.

All arrangements concerning living away from home shall be fully documented and witnessed. The selection of employees for away work shall be solely at the discretion of the Company.

**37. Union Dues**

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

**38. Sub Contractors**

The parties agree that sub contractors may be used as follows:

- To provide additional sources of labour during peak periods
- For work on corking, rectification works and major portions of smoke alarms on domestic projects. It is agreed the site electrician will undertake the smoke alarms on residential buildings where one exists.
- Sub Contractors must be terminated prior to the company enforcing any redundancies.

### 39. 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.

### 40. Australian Communications Authority (ACA) Licence

Where an employee covered by this agreement is required under the ACA Cabling provider Rules to hold and use a current licence/registration during the course of their work, Fire Control will fund twenty hours of training time. The current practice of the employee contributing the remainder of the course time and the course fees being provided by MERT assist will continue to apply. It is noted that in the Fire Protection industry, there is a requirement under the rules for all employees who work on services that connect, or are intended to connect to the telecommunication network to be licenced/registered.

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### 41. Schedule of Classification for Contracts

#### i. Trades Assistant

An employee engaged in assisting a Fire Alarm Installer for day to day duties.

#### ii. Installer

An employee who has finished term of apprenticeship but who has not attained electrical license as issued by department of Fair Trading.

#### iii. Fire Alarm Installer

- This person must have completed 1year permanent employment or served an apprenticeship with Fire Control.
- This person must be able to work without direct supervision & be able to organise at least 1 other person.
- This person must have a clear understanding of AS1670 & AS2220.
- This person must be capable of selecting the correct type of Fire Detector or speaker to the environment.
- Must be capable of terminating final circuits into Fire Control equipment.
- This person must be capable of installing Fire Control equipment (F4000, F3200, F08, QE90 & AlgoRex Systems ) ready for commissioning without direct supervision.
- This person shall be capable of fault finding on all the wiring systems at field level.
- This person shall be capable of directing others in 'Fault Finding' procedures.
- All mark-up sets of 'as installed' drawings for all works performed by the Fire Alarm Installer & people he/she directs shall be issued for each project.
- This person shall fill out documentation as requested by Fire Control to complete the relevant contract eg: "Fire Control's Standard Procedures Document."
- This person must liaise with other trades & builder to complete installation of Fire Control's systems to prevent rework.

- This person shall be responsible for organising materials, equipment and plant for the site either through supervisor or direct to suppliers.
- Has either a qualified supervisor certificate or a certificate of registration.
- Update knowledge of equipment.
- Pro-efficient in pre-planning for materials & labour on projects under their control.
- This person must have a clear understanding of AS1670, AS2220 & AS3000.
- This person must be capable of installing Fire Control equipment (F4000, F3200, F08, QE90, Algorex System & other equivalent systems) ready for commissioning without direct supervision.
- Has either a qualified supervisor certificate from department of Fair Trading Electrician or a certificate of registration.
- Understand & implement specifications for projects under their control.

#### iv. **Leading Hand Fire Alarm Installer**

- This person must have all the requisite skills of a Fire Alarm Installer.
- This person must be capable of understanding the mechanics of the installed systems eg:F4000, F3200, F08, Algorex & IO-NET Systems.
- This person must co-ordinate the day to day running of projects with 2 or more people under his/her supervision.
- This person must be capable of operating all installed systems.
- This person must be capable of programming F08, F3200 & QE90 Panels.
- This person will be required to work on a number of large projects, taking lead responsibilities of others on the site.
- This person must be able to liaise with builders other trades for co-ordinating installation of Fire Control's Systems. This may include site meetings.
- This person must have an understanding of AS1668.
- This person must be capable of programming F4000, F3200, F08, & QE90 Panels.

#### v. **Commissioner**

- This person must have completed at least 3 years permanent employment with Fire Control & must have the capabilities of a Fire Alarm Installer Leading Hand.
- This person must have 6 months commissioning experience.
- This person must be able to programme Fire Controls Systems (ie, F4000, F3200, F08, IO-NET & AlgoRex Systems)
- This person must be capable of modifying circuit boards & fire panel hardware with either verbal direction or schematic diagram information being provided by the panel manufacturers.
- This person shall prepare & design data programmes for any project.
- This person should commission all projects without input from foreman, designer, project managers & complete all documentation as required by Fire Control.
- This person should report to supervisor any problems with design on project.
- This person shall comply with Fire Control's standard programming manual.
- This person must be capable of training other persons on the systems installed.
- This person must have completed at least 3 years permanent employment with Fire Control & must have the capabilities of a Fire Alarm Installer, Leading Hand.
- Implement key elements of B.C.A.






42. Signatories

Signed by:   
For and on behalf of  
Fire Control

Date: 9TH APRIL 2003

Print Name: FRANCES HUGHES

Signed by:   
For and on behalf of  
The Electrical Trade Union of Australia  
(NSW Branch)

Date: 14.4.03

Print Name: BERNIE RIORDAN



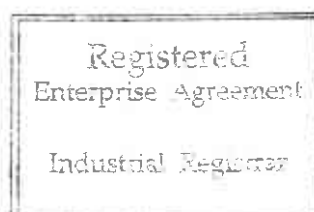
## APPENDIX 1

Rates prior to the introduction of this Enterprise Agreement

Contract Classification	All Purpose Hourly Rate	Excess Fares Allowance Without Company Vehicle	Excess Travel Time	Total Weekly Rate	Total Weekly Rate With Vehicle
Trade Assistant	16.81	43.5	54.50	\$736.79	\$693.29
Unlicensed	19.67	43.5	59.50	\$850.38	\$806.88
Fire Alarm Installer	20.57	43.5	62.50	\$887.52	\$844.02
L/H Fire Alarm Installer	21.78	43.5	62.50	\$933.58	\$890.08
Commissioner	22.09	43.5	62.50	\$983.35	\$939.85
<b>Apprentices</b>					
Indentured 1st Year	7.93	43.5	26.70	\$371.54	
Indenture 2nd Year	10.48	43.5	34.35	476.09	
Indenture 3rd Year	14.54	43.5	46.90	\$642.92	
Indenture 4th Year	16.59	43.5	53.15	\$727.07	

Rates As At March 1<sup>st</sup>, 2003

Contract Classification	All Purpose Hourly Rate	Excess Fares Allowance Without Company Vehicle	Excess Travel Time	Total Weekly Rate	Total Weekly Rate With Vehicle
Trade Assistant	\$17.48	\$43.5	\$54.50	\$762.24	\$718.74
Unlicensed	\$20.46	\$43.5	\$59.50	\$880.48	\$836.98
Fire Alarm Installer	\$21.39	\$43.5	\$62.50	\$918.82	\$875.32
L/H Fire Alarm Installer	\$22.65	\$43.5	\$62.50	\$966.70	\$923.20
Commissioner	\$22.97	\$43.5	\$62.50	\$978.86	\$935.36
<b>Apprentices</b>					
Indentured 1st Year	\$8.25	\$43.5	\$26.70	\$383.70	\$340.20
Indenture 2nd Year	\$10.90	\$43.5	\$34.35	\$492.05	\$448.55
Indenture 3rd Year	\$15.12	\$43.5	\$46.90	\$664.96	\$621.46
Indenture 4th Year	\$17.25	\$43.5	\$53.15	\$752.15	\$708.65



Rates As At January 1, 2004

<b>Contract Classification</b>	<b>All Purpose Hourly Rate</b>	<b>Excess Fares Allowance Without Company Vehicle</b>	<b>Excess Travel Time</b>	<b>Total Weekly Rate</b>	<b>Total Weekly Rate With Vehicle</b>
Trade Assistant	\$18.00	\$43.5	\$54.50	\$782.00	\$738.50
Unlicensed	\$21.07	\$43.5	\$59.50	\$903.66	\$860.16
Fire Alarm Installer	\$22.03	\$43.5	\$62.50	\$943.14	\$899.64
L/H Fire Alarm Installer	\$23.33	\$43.5	\$62.50	\$992.54	\$949.04
Commissioner	\$23.66	\$43.5	\$62.50	\$1005.08	\$961.58
<b>Apprentices</b>					
Indentured 1st Year	\$8.50	\$43.5	\$26.70	\$393.20	\$349.70
Indenture 2nd Year	\$11.23	\$43.5	\$34.35	\$504.59	\$461.09
Indenture 3rd Year	\$15.57	\$43.5	\$46.90	\$682.06	\$638.56
Indenture 4th Year	\$17.77	\$43.5	\$53.15	\$771.91	\$728.41

Rates As At January 1, 2005

<b>Contract Classification</b>	<b>All Purpose Hourly Rate</b>	<b>Excess Fares Allowance Without Company Vehicle</b>	<b>Excess Travel Time</b>	<b>Total Weekly Rate</b>	<b>Total Weekly Rate With Vehicle</b>
Trade Assistant	\$18.54	\$43.5	\$54.50	\$802.52	\$759.02
Unlicensed	\$21.70	\$43.5	\$59.50	\$927.60	\$884.10
Fire Alarm Installer	\$22.69	\$43.5	\$62.50	\$968.22	\$924.72
L/H Fire Alarm Installer	\$24.03	\$43.5	\$62.50	\$1019.14	\$975.64
Commissioner	\$24.37	\$43.5	\$62.50	\$1032.06	\$988.56
<b>Apprentices</b>					
Indentured 1st Year	\$8.76	\$43.5	\$26.70	\$403.08	\$359.58
Indenture 2nd Year	\$11.57	\$43.5	\$34.35	\$517.51	\$474.01
Indenture 3rd Year	\$16.04	\$43.5	\$46.90	\$699.92	\$656.42
Indenture 4th Year	\$18.30	\$43.5	\$53.15	\$792.05	\$748.55

Registered  
Enterprise Agreement

Industrial Registrar

Rates As At October 1, 2005 – Introduction Of the 36 Hour Divisor

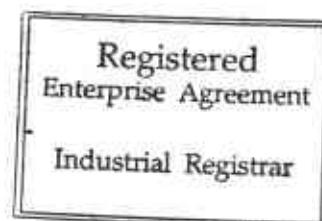
<b>Contract Classification</b>	<b>All Purpose Hourly Rate</b>	<b>Excess Fares Allowance Without Company Vehicle</b>	<b>Excess Travel Time</b>	<b>Total Weekly Rate</b>	<b>Total Weekly Rate With Vehicle</b>
Trade Assistant	\$19.5700	\$43.5	\$54.50	\$802.52	\$759.02
Unlicensed	\$22.9056	\$43.5	\$59.50	\$927.60	\$884.10
Fire Alarm Installer	\$23.9506	\$43.5	\$62.50	\$968.22	\$924.72
L/H Fire Alarm Installer	\$25.3650	\$43.5	\$62.50	\$1019.14	\$975.64
Commissioner	\$25.7239	\$43.5	\$62.50	\$1032.06	\$988.56
<b>Apprentices</b>					
Indentured 1st Year	\$9.2467	\$43.5	\$26.70	\$403.08	\$359.58
Indenture 2nd Year	\$12.2128	\$43.5	\$34.35	\$517.51	\$474.01
Indenture 3rd Year	\$16.9311	\$43.5	\$46.90	\$699.92	\$656.42
Indenture 4th Year	\$19.3167	\$43.5	\$53.15	\$792.05	\$748.55

Registered  
Enterprise Agreement  
Industrial Registrar

## APPENDIX 2

### GRIEVANCE/DISPUTES SETTLEMENT PROCEDURES

- 1.1 It is the basic intention of the parties to eliminate, by direct negotiation and consultation between them, any dispute or grievance which is liable to cause a stoppage or other form of ban or limitation upon the performance of work.
- 1.2 **Grievance/Dispute Procedure**
- 1.2.1 The parties to this procedure undertake that when a matter is in dispute, or a matter arises which is likely to cause a dispute for any reason whatsoever (other than matters for which separate procedures are set down in this agreement), the following procedures shall be followed.
- 1.2.2 The parties agree that direct action will not be taken by any party in a dispute situation until a seven day cooling-off period has been observed. The parties shall implement the status-quo that existed prior to the dispute during the seven day period.
- 1.2.3. Other than disputes or grievances caused by safety issues, work shall continue without interruption whilst the Union representative and/or official discusses the dispute with the employer and both parties shall attempt to reach agreement as quickly as possible.
- 1.2.4 In these discussions, the Union representative may seek the advice and assistance of an official of his/her Union, and the employer may seek the advice and assistance of his/her Employer Association.
- 1.2.5 Should the discussions fail to settle the dispute, the Union representative and/or official involved, shall notify his/her State Secretary, and the employer involved may notify the appropriate Employer Association of the dispute. A conference shall then be convened as soon as possible to resolve the dispute.
- 1.2.6 If the dispute has been officially referred to the applicable Employer Association and the State Secretary of the Union, immediate discussions will take place between the officers of the Employer Associations and the Union with a view to settling the dispute as quickly as possible.
- 1.2.7 Failing a satisfactory settlement being achieved following the discussions outlined above, the dispute shall be referred to the NSW I.R. Commission for conciliation or arbitration.
- 1.2.8 Notwithstanding anything contained in the previous seven paragraphs the respondents shall be free to exercise their legal rights if the dispute is not resolved within seven days.



## APPENDIX 3

### CONSULTATIVE MECHANISM GUIDELINES

#### 1. Minimum Requirements

Consultative Committees will be established within the company

#### 2. Equal Representation

The Consultative Committee shall consist of equal numbers of representatives of the employer and employees (maximum number 3 from each side).

#### 3. Representatives

The employer representatives must be approved by the employer. The employee representative must be elected by the employees at a meeting convened by the union.

#### 4. Meetings

Meetings shall be held as required, but in any case no less frequently than every six months. All meetings shall be convened by the Chairperson/Secretary.

#### 5. Quorum

A quorum shall consist of not less than 2 from each side.

#### 6. Agenda

The agenda is to be prepared and distributed by the Chairperson/Secretary to all Committee members (and where requested, to the office of the Union) at least five (5) working days prior to meeting where possible. Any Committee member may submit agenda items. Management members shall submit as agenda items all matters which may impact upon workers at the conceptual stage of management consideration.

Appropriate information shall be provided with each agenda item submitted. Agenda items may be raised for next meeting whilst a meeting is in progress.

Issues of importance but not noted on the finalised agenda can be raised at the meeting.

Provision shall be made available within the agenda to review decisions made at previous meetings to see if they have been acted upon, what progress is being made and who was responsible for acting upon the decision.



## **7. Recording Minutes**

Minutes shall be circulated to Committee members for verification prior to the next meeting. Every effort shall be made to have the minutes publicised within 5 working days of the meetings. A copy of the minutes to be sent to the State Secretary of the Union

The minutes shall include:

- Attendance at the meeting
- Summary of the issues and alternatives with brief support arguments.
- Decisions made and the time frame for implementation of decision and who is responsible for acting on those decisions.
- Time frame for consideration of deferred decisions.

## **8. Report time and report back**

Union members of the Committee shall have adequate time and access to employees prior to the Committee meeting where they consider it necessary to prepare their response and input to agenda items. Following committee meeting to report back, when necessary on issues discussed.

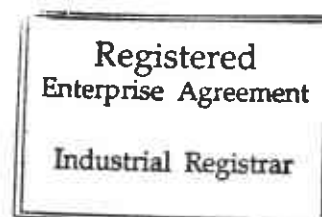
## **9. Discrimination**

Management shall not dismiss a worker in their employment or alter their position to their detriment by reasons of the fact that the worker is a member of, or has an interest in the Consultative Committee.

## **10. Rights and Duties of Committee Members**

All members of the Committee undertake to carry out their duties in a responsible and honest manner in the spirit of the agreement.

- To attend the meeting.
- To forward apologies to the Chairperson if unable to attend.
- To come to the meeting prepared, having read the minutes of the previous meeting.
- To study the agenda beforehand and be prepared with notes to make contributions briefly, clearly and perhaps with illustrations on matters affecting them or those they represent.
- To communicate with constituents to establish their views and opinions.
- To represent the view and opinions of those people they represent and not just their own.
- To speak on the basis of the facts presented and not on the basis of preconceived ideas not based on facts.
- Encouraging and assisting constituents to submit agenda items.
- Providing explanations of items recorded in the minutes.
- To report back to constituents on Committee business



**12. Paid time available to Committee Members**

The Company employee representatives on the Committee shall be entitled to paid time at the appropriate rate to:

- attend committee meetings
- report back to Members
- to attend to other Committee business by agreement with management.

**13. Training of Committee Members**

The Company employee representatives shall be entitled to reasonable paid time to attend training courses approved by the committee.

**14. Decision Making Process of the Committee**

All decisions made by the Committee will be acted upon by both the management and the employees/Union.

The Committee shall reach decisions by consensus only.

**15. Dispute Settlement Procedure**

The dispute settlement procedure provided for in the body of this agreement shall apply to any disputes which affect the Committee.





## APPENDIX 4

### Minimum Tool Requirements

The following is a list of the minimum tools required for employees covered by this agreement. The Company will supply a basic tool kit to a new indentured apprentice, it will then be the apprentice's responsibility to maintain the tool kit. This includes any replacement of lost or stolen tools.

#### Apprentice

Insulated screwdriver set  
Terminal screwdriver  
Claw hammer  
Combination pliers  
6m tape measure  
Lump hammer  
Scutch chisel  
Side cutters  
Hacksaw  
Gyprock saw  
Metal File  
Cable stripper  
Long nose pliers  
Hit gun

#### Trade Assistant

Same as Year 4

#### Fire Alarm Installed and Unlicensed

Same as Year 4 and:  
Chalk line  
Fluid level  
Conduit cutters  
6" shifting spanner  
8" shifting spanner  
Multimeter

#### Commissioner

Same as Fire Alarm Installer

