

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/64

TITLE: Emergency Lighting Maintenance Pty Ltd Enterprise Agreement 2005-2007

I.R.C. NO: IRC5/6021

DATE APPROVED/COMMENCEMENT: 13 December 2005 / 13 December 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 3 March 2006

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Emergency Lighting Maintenance Pty Ltd, located at Unit 15, No. 3 Hanley Road, Mt Kuringai NSW 2080, who are engaged in Maintenance, Service Repair and Installation of exit and emergency lighting (the agreement does not cover construction work), who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

PARTIES: Emergency Lighting Maintenance Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch

**EMERGENCY LIGHTING MAINTENANCE PTY LTD ENTERPRISE
AGREEMENT 2005-2007**

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1. INTRODUCTION

This Agreement has been jointly developed by Emergency Lighting Maintenance Pty Ltd its employees and the Electrical Trades Union of Australia, NSW Branch with the purpose of developing and implementing workplace reform strategies so as to produce a continuous improvement environment aimed directly at improving the competitiveness of the Company within the marketplace, thus delivering projects on time and within budget along with job satisfaction and security for employees.

2. TITLE

This Agreement shall be known as the Emergency Lighting Maintenance Pty Ltd Enterprise Agreement, 2005 –2007.

3. DEFINITIONS

For the purpose of this Agreement:

- a.) **“Agreement”** means this Enterprise Agreement.
- b.) **“Company”** means Emergency Lighting Maintenance Pty Ltd (ACN 44 104 663 292)
- c.) **“Maintenance, Service, Repair and Installation”** has the same definition as contained in the Parent Award.
- d.) **“Employee”** means an employee of the Company performing work within the scope of this Agreement.
- e.) **“Parent Award”** means the Electrical, Electronic and Communications Contracting Industry (State) Award,
- (f) **“Union”** means the Electrical Trades Union of Australia, NSW Branch.

4. OBJECTIVES

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

- a.) To ensure customer satisfaction in the provision of services.
- b.) Increasing the competitiveness, productivity, efficiency and flexibility of the Company and its workforce.
- c.) Creating a co-operative, safe and productive environment on the Company’s projects.
- d.) Continuing the development of more flexible, efficient and adaptable management and work practices.
- e.) Establishing and developing better and more effective communication and consultation between the Company and employees.
- f.) To foster a commitment to the Company’s Quality Management System.
- g.) Improving job security and the working environment.
- h.) To provide for the use of the full range of skills and knowledge held by employees.
- i.) To implement a training skills enhancement program consistent with the provisions of the Parent Award and this Agreement for all employees.
- j.) To substantially reduce disputation and eventually eliminate lost time due to disputation.

5. PARTIES BOUND

This Agreement shall be binding upon:

- a.) Emergency Lighting Maintenance Pty Ltd and
- b.) All employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award; and
- c.) The Electrical Trades Union of Australia, NSW Branch.

6. APPLICATION OF AGREEMENT

This Agreement applies to the Company in respect of all employees who are engaged pursuant to the Parent Award. This Agreement covers Maintenance, Service, Repair and Installation of Exit and Emergency lighting. This agreement does not cover construction work.

Where there is any inconsistency between this Agreement and the Parent Award, the Agreement shall prevail to the extent of the inconsistency.

7. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation from the date of registration and remain in force for a period of 2 years.

The parties to this Agreement shall continuously monitor the application of the Agreement via a Consultative Committee.

8. NO EXTRA CLAIMS

The Employees and the Union shall not pursue any extra claims, either Award or over Award for the life of the 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 until the Agreement's nominal expiry date has passed. 'Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this agreement.

9. CONDITIONS OF EMPLOYMENT

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

- i) properly use and maintain all appropriate protective clothing and tools and equipment provided by the Company for specified circumstances; and
- ii) use any technology and perform any duties which are within the limits of the employee's skill, competence and training; and
- iii) understand that termination of employment will be based on job requirements and skills and that the principle of "last on first off" will not apply. It is the needs and requirements of the Company, together with the efforts, skills and abilities of the employee which will be the determining factors regarding the retrenchment of employees; and
- iv) maintain commitment to, and comply with the Company's directions (consistent with the objectives of the Agreement) with respect to, safety, quality, site cleanliness and waste management; and
- v) provide and maintain an adequate kit of tools.
- vi) be committed to the objectives in Clause 4 of this Agreement.

All new employees (other than casuals) will be engaged on the basis of a 3-month probationary period, which shall count as service. The Company reserves the right to terminate a probationary employee at any time during this 3 month period subject to a week's notice or payment in lieu thereof.

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

10. CONSULTATIVE MECHANISM

The parties agree that a precondition for the effective operation of the Agreement is the establishment of a Consultative Committee with the Company. To this end, a Consultative Committee, comprising of Company appointed representatives and employee elected representatives shall be established and maintained. The purpose of the Consultative Committee shall be to consult, develop, recommend and assist to implement strategies and measures designed to achieve the objectives outlined in clause 4 of this Agreement.

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

- a) Procedure relating to a grievance of an individual employee or employees.
 - i) The employee is required to notify the Company (in writing or otherwise) as to the substance of the grievance, request a meeting with the Company for bilateral discussions and state the remedy sought.
 - ii) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussions and resolution at higher levels of authority.
 - iii) Reasonable time limits must be allowed for discussions at each level of authority.
 - iv) At the conclusion of the discussions, the Company must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - v) While a procedure is being followed, normal work must continue.
 - vi) The employee may be represented by an industrial organisation of employees that is entitled to represent the employee's industrial interests.
 - vii) In the absence of agreement, either party may refer the matter to the Industrial Relations Commission of NSW for conciliation and/or arbitration.

12. HOURS OF WORK

a). **Day Work:** The parties agree that the current working arrangements for hours of work provisions (including, but not limited to, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered during the life of this Agreement following consultation and agreement between the Company and the majority of affected site personnel so as to provide greater flexibility and to meet project and/or shift work or operational requirements. The criteria that will be used in assessing the desirability of proposed changes to hours of work will include the impact on efficiency, operational and

project requirements, productivity, quality and quality of life. While implementation will be by mutual agreement between the company and the majority of employees concerned, the employees concerned will not unreasonably withhold consent.

The parameters for ordinary hours for the purpose of this Agreement shall be an average of 38 hours per week and shall be between 6.00am and 6.00pm on any or all of the days 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.

Staggered starting and finishing times may be introduced by agreement with employees 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.

An employee's weekly ordinary hours of work can consist of both day work and shift work, provided that the appropriate shift allowance is paid for any shift work in accordance with sub-clause 22.6 of the Parent Award and the Shift Work clause below.

13. WAGES

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

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 except that should the Parent Award's all purpose hourly wage rates exceed the rates under this Agreement, employees shall be paid at the higher hourly rate.

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.

14. SUPERANNUATION

The Company will pay superannuation contributions into the EISS or NESS Superannuation Scheme for each employee. It is hereby agreed that these superannuation funds will be the sole funds utilised under this agreement. The contribution rate shall be as required by the Superannuation Guarantee Legislation.

15. TOP-UP/24 HOUR INCOME ACCIDENT PROTECTION INSURANCE

The Company will pay Top-Up/24 Hour Employee Insurance into WageCover or other approved schemes.

16. CLOTHING

Employees who successfully complete their probationary period of employment with the company will be supplied with shirts and sloppy joes, tops and all safety equipment.

Safety boots will be replaced on a fair wear and tear basis.

17. LEAVE

Sick Leave

Sick leave shall be as per the Parent Award except that to qualify for paid sick leave, an employee must:

- i) Advise the Company before the normal work commencement time of his/her inability to attend for duty and the nature of the illness or injury and the estimated duration of the absence; and
- ii) on or before his/her return to work may be asked for a certificate from a qualified medical practitioner that, in the practitioner's opinion, the employee was unable to attend for duty due to personal illness or injury, and the period of the inability to attend for duty.
- iii) Leave Without Pay

Where an employee is absent from work in circumstances where there is no entitlement to payment (i.e. leave without pay), the absence may be paid out, (by mutual agreement) of existing annual leave.

18. TRANSFER OF LABOUR

If a halt to productive work occurs which is not the fault or the responsibility of the Company, the parties agree that employees can be relocated to other unaffected areas to continue productive work or to other sites if work is available.

19. SKILL DEVELOPMENT

The Company acknowledges the changing pace of technology in the electrical contracting industry and the need for employees to understand those changes and have the necessary skill requirements to keep the Company at the forefront of the industry.

- a) The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - i) Developing a more highly skilled and flexible workforce.
 - ii) Providing employees with career opportunities through appropriate training to acquire the additional skills as required by the Company.
- b) Taking into account:
 - i) The current and future skill needs of the Company.
 - ii) The size, structure and nature of the Company.
 - iii) The need to develop vocational skills relevant to the Company and the Electrical Contracting Industry.

20. 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:

- i) Continue to work under cover or relocate to alternative work under cover, on site.

- ii) Obtain materials and services for employees working under cover where there is only minimal exposure to inclement weather.
- iii) When required, perform emergency and safety work. In addition, work on unexpected breakdowns which can be corrected in limited time duration.
- iv) 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.
- v) If a halt to productive work occurs due to inclement weather, the parties agree that employees may be relocated to other unaffected sites.
- vi) Where the above steps are not possible, affected employees maybe required to attend tool box meetings, work planning sessions or skills development activities, all of which will count as productive time for payment purposes.

21. PAYMENT OF WAGES

Wages will be paid weekly by cheque. The Company shall comply with all provisions to the keeping of time and wage records and the production of pay slips in accordance with the Industrial Relations Act 1996.

Each employee is responsible for the accurate and timely completion and provision of time sheets and production records.

22. FARES AND TRAVELLING ALLOWANCES

Employees will be paid an excess fares allowance as prescribed in the Parent Award.

23. QUALITY ASSURANCE

The parties endorse the underlying principles of the Company's quality management system, which seeks to ensure that its services are provided in a manner which best conforms to the requirements of the contract with its customer. This requires the Company to establish and maintain, implement, train and continuously improve its procedures and processes, and the employees to follow the procedures, document their compliance and participate in the improvement process. In particular, this will require employees to regularly and reliably fill out documentation and checklists to sign that work has been carried out in accordance with the customer's specific requirements. Where necessary, training will be provided in these activities.

24. PROJECT AGREEMENTS

Where, on a particular project, the Company is contractually bound to abide by a project or site specific agreement award, then it is agreed that the provisions of that agreement/award shall apply to the project or site in lieu of this Agreement.

25. PICNIC DAY.

In accordance with picnic day provisions the Company will require from an employee proof of picnic day attendance, i.e. ticket purchase before payment will be made for the day. No work shall be scheduled on the first Monday of December each year, which is the Annual Building Industry Picnic Day.

26. SUPPLEMENTARY LABOUR.

A maximum of 10% of the department workforce.

27. GROUP TRAINING COMPANIES.

The company when hiring apprentices or trainees from a Group Training Company shall advise the Group Training Company in writing before hiring that:

- * they have an enterprise agreement with the Union; and
- * the apprentices and trainees hired to the company shall be paid at least the rate and conditions of the Award; and
- * the Group Training Company shall be notified if a site allowance / project allowance is payable.

28. UNION DUES.

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

29. RENEWAL OF THE AGREEMENT.

The Company shall, 3 months prior to the expiry date of this Agreement, commence negotiations with its employees and the Union for a new agreement.

30. ANTI- DISCRIMINATION.

- i) It is the intention of the parties to seek to achieve the object in section 3 (f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age or responsibilities as a carer.
 - ii) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all necessary steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effect.
 - iii) Under the Anti- Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint or unlawful discrimination or harassment.
- Nothing in this clause is to be taken to affect:-
 - i) any conduct or act which is specifically exempted from anti-discrimination legislation
 - ii) offering or providing junior rates of pay to persons under 21 years of age
 - iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti Discrimination Act 1977
 - iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

SIGNATORIES

For and on behalf of General Lighting Services (NSW) Pty Ltd.

Signed by:

Date:

For and on behalf of Electrical Trades Union of Australia, NSW Branch.

Signed by:

Date:

Schedule A

Class One -\$19.00 per hour

Class Two \$21.00 per hour

Class Three \$23.00 per hour

Class Four \$25.00 per hour

The rates of pay outlined above shall remain in force until June 2006. At which time a Review of these rates will take place. This review will take into account commodity and inflation increases as well as the grading structure.