

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/173

TITLE: Integral Energy Contracting Enterprise Agreement 1999

I.R.C. NO: 99/2890

DATE APPROVED/COMMENCEMENT: 2 July 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Integral Energy Contracting other than contract staff

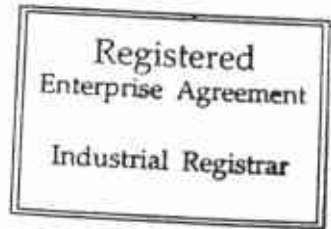
PARTIES: Integral Energy -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)

Registered
Enterprise Agreement
Industrial Registrar

INTEGRAL ENERGY CONTRACTING
ENTERPRISE AGREEMENT
1999

Under the Industrial Relations Act 1996

14 April 1999



1. Title of Agreement:

The agreement shall be known as the Integral Energy Contracting (IEC) Enterprise Agreement 1999.

2. Parties:

The parties to the agreement are:

Integral Energy Contracting (a business unit of Integral Energy Australia)
Electrical Trades Union of Australia (NSW Branch)
Federated Municipal and Shire Council Employees Union of Australia (NSW Division) – *including members of the federally registered Australian Service Union*
Australian Manufacturing Workers Union
Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)

3. Coverage:

The agreement shall cover the employees of Integral Energy Contracting (IEC) other than contract staff as specified in clause 1.3.2 of the award.

4. Term:

The term of the agreement shall be for two (2) years commencing from the first pay period on or after ~~the date of acceptance.~~ 2nd July.

5. Duress:

The parties confirm that the agreement was not entered into under duress.

6. Award Relationship:

Other than the conditions of employment outlined in this agreement, the employees of Integral Energy Contracting (IEC) are governed under the Integral Energy Conditions of Employment Award 1997.

7. Agreement:

Agreement is reached in the following terms:

7.1 IEC Business Statement and Objectives:

To be a customer focused, profitable contracting and consultancy business.

IEC's Mission is to be the customers' preferred choice for the design, construction, project management and maintenance of all energy & related infrastructure systems and connections.

IEC's primary market objective is to service large/continuing customers as their electrical contractor of choice. IEC aims to earn sustainable commercial profits at market rates.

Where possible IEC intends to secure long term contracts for work and enter other market segments traditionally serviced by our competitors as well as non-traditional areas that are supported by a benefit to the business.

7.2 Statement of Principle:

In order to meet the challenges of a more competitive environment and the needs of our customers, IEC aims to achieve a more flexible and productive workforce.

The six main objectives of this agreement are:

- To provide a higher standard of customer service over a wide range of hours
- To ensure that IEC maintains and grows its customer base
- To gain the competitive advantage in the market place
- To develop a more flexible, competitive, skilled and safe workforce
- To aim to secure employment and ongoing wage and employment growth
- To retain the maximum amount of work possible through competitive capabilities for the permanent workforce

7.2.1 Review period:

The IEC agreement plays a significant part in ensuring the success of the business by allowing greater flexibility in the way the workforce and business operate. The implementation of the flexible arrangements and options in the agreement will play a significant role in the business achieving the targets and performance measures outlined in the IEC Business Plan.

7.3 Employee involvement and participation:

Employee participation and involvement is encouraged within the IEC business. The IEC Consultative Committee is the formal mechanism whereby employees have the opportunity to provide input that may influence management decisions affecting IEC to improve its competitive and business performance, and to develop and promote a better understanding of issues that impact on the business and the workplace.

7.4 Consultative Process:

The consultative process for implementing flexible working practices within the bounds of this agreement are based on a common understanding by the employer, employees and the unions on a range of options available. The process of reaching agreement regarding such work practices, will be as follows:

- 7.4.1 For the purpose of consultation the employer will demonstrate the business need and consult with the employees concerned in regard to the proposed changes. This will include an analysis and discussion of the issues involved and consideration of the business, customers and individual employees needs so as not to create hardship, with the aim of reaching a mutually acceptable proposal.
- 7.4.2 The objective of such consultation will be to reach agreement between the employer and the employees concerned on the method of implementing and working the proposed workplace changes.
- 7.4.3 Where such proposed changes may have an adverse effect on an employee the employer will make a genuine effort in conjunction with the employee and his/her union representative to find alternatives suitable to all parties. The objective being to meet the needs of both parties, and agreement will not be unreasonably withheld.

7.5 Formal Workplace Arrangements:

To meet the requirements of the business, each local workplace, will be able to enter into their own workplace arrangement to establish greater flexibility than this enterprise agreement subject to the requirements of the Industrial Relations Act 1996.

The process for establishing local workplace arrangements will be as follows:

- 7.5.1 Consultation will occur between the employer and employees concerned, and relevant unions.
- 7.5.2 Consultation will occur as listed in clauses 7.4.1 to 7.4.3 of the above. Following this the proposed workplace arrangement will be put to a meeting of employees directly affected by the arrangement. A majority of these employees voting in favour of the proposal will finalise the arrangement.
- 7.5.3 There shall be no reduction in an employee's ordinary rate of pay for the ordinary hours worked.
- 7.5.4 The employees directly affected will be given a copy of the arrangement document.
- 7.5.5 Such workplace arrangements may include, but not limited to gainsharing or bonuses as components of the negotiated arrangement on contestable works/projects. This will be negotiated on an individual work/project basis.
- 7.5.6 Workplace arrangements are a vehicle for facilitating change by mutual agreement and can include such things, but not limited to, hours of work, taking of recreation days or any agreed work change.

7.6 Hours of Work:

The aim is to facilitate the employer and employees agreeing to the most efficient and appropriate way of meeting customer, business and employee requirements.

Agreement occurs through the process outlined in clauses 7.4 and 7.5. Flexibility can occur through one or more of the following ways, but not limited to:

- 7.6.1 The ordinary hours of work will be an average of 35/36 hours per week (according to the classification) not exceeding 5 days in any week over the work cycle.
- 7.6.2 The normal hours of work may be averaged over a longer cycle period as agreed.
- 7.6.3 Ordinary days and/or hours may be varied through a workplace arrangement.
- 7.6.4 Employees shall not work more than 12 ordinary hours in any one shift.
- 7.6.5 The spread of normal hours may be varied to the individual job by agreement with the employees concerned.
- 7.6.6 The flexibility of normal working days outside Monday to Friday may occur in order to meet a particular customer or business requirement. Where Saturday and/or Sunday form part of the ordinary hours of work they will be paid at the appropriate award overtime rates.
- 7.6.7 For the purpose of this clause penalty provisions applicable to all time worked may be negotiated for various workplace arrangements. These arrangements may include, but not be limited to, gainsharing, bonuses, time in lieu, etc.
- 7.6.8 The rostering and/or variation of recreation days in a work cycle will be by agreement between the employee/s and employer concerned. Notwithstanding the variation of ordinary working days, recreation days will only be taken between Monday and Friday.
- 7.6.9 Recreation days may, by agreement, be banked and taken at an agreed time following the normal work cycle. The number of recreation days banked should not exceed 5 days at any one time. Should this occur the employer and the employee will agree as to how the recreation days will be taken at a time giving regard to the needs of the business and the employee. A recreation day bank balance of zero days is to be achieved at least once a calendar year.
- 7.6.10 The maximum period an employee may work, including overtime, will not exceed 16 hours in a 24 hour period including meal breaks.

7.7 Meal and Rest Breaks:

7.7.1 Meal breaks – normal hours:

An employee will be entitled to an unpaid meal break of 30 minutes. The meal break will be taken at a mutually agreed time between 4 and 6 hours from the employees starting time. Such breaks may be staggered according to the needs of the business.

7.7.2 Meal and Rest Breaks – on overtime:

Meal and rest breaks on overtime arrangements may be varied from the award through a workplace arrangement.

7.8 Meal Allowance:

A reasonable meal to the equivalent value of the allowance may be provided by the organisation in lieu of the meal allowance.

7.9 Supplementary Labour:

7.9.1 To meet business and customer requirements, supplementary labour may be engaged following consultation occurring between the employer and the employees concerned with the relevant union to meet the following:

- ◆ peaks in workload
- ◆ project work
- ◆ leave periods and/or casual absences

7.9.2 Supplementary labour may include engaging casuals, fixed term employees, temporaries/agency personnel and/or contractors from time to time.

The opportunity to use accredited casuals/contractors to assist in work and/or on projects will not be an option unless the following are taken into account:

- ◆ Permanent staff ability to perform the work
- ◆ Specialist competencies and equipment required
- ◆ Budgetary considerations and cost implications
- ◆ Whether there are employees located at other areas who can and are available to perform the work
- ◆ Time constraints

It is not the intention to displace permanent labour where supplementary labour is being used.

7.9.3 To meet the business and customer requirements for service in a time of emergency, supplementary labour may be engaged provided the following procedure is adopted by the employer:

- ◆ The permanent staff's ability to respond has been assessed as being unable to meet the needs of the business and the customer,
- ◆ All appropriate qualified and experienced IEC resources have been exhausted or are insufficient to respond to the emergency.

Options:

- ◆ The first option is for the use of labour from other distributors,
- ◆ The second option is for the use of accredited and suitably experienced contractors
- ◆ The third option is for the use of any accredited contractors which would generally be in the case of a declared category 3 emergency (the type of work may be limited)

7.10 Mobility:

It is the responsibility of the employee to make their way to and from work each normal working day.

7.10.1 Start and finish on the job:

Where the employee is required by the employer, based on business need, to start and finish on the job, in the course of their normal position, as part of a particular workplace arrangement, the following all inclusive daily allowance will apply:

Use of own vehicle:

- ◆ Where an employee is required to report and finish on the job, at their normal starting and finishing times, up to 50 kilometres from the employees usual depot, a payment of \$18 per day will apply.
- ◆ Where an employee is required to report and finish on the job at their normal starting and finishing times in excess of 50 kilometres from their usual depot, this will be deemed to be excess travel and hence a per day rate or other suitable arrangements will be agreed through the consultative process.

Use of Integral Energy Vehicle:

- ◆ Where an employee is required to report and finish on the job, at their normal start and finish times up to 50 kilometres from the employee's usual depot, a payment of \$10 per day will apply.
- ◆ Where an employee is required to report and finish on the job, at their normal start and finish times in excess of 50 kilometres from the employee's usual depot, this will be deemed excess travel and hence a per day rate or other suitable arrangements will be agreed through the consultative process.

This arrangement does not apply where alternate workplace arrangements are already in place.

On site facilities will be provided as required by the appropriate regulations and legislation.

7.10.2 Travel to an alternative regular/nominated place of work and/or change of headquarters:

To endeavour to maximise continuity of work and enhance security of employment, employees may be required to transfer between field service centres from time to time. In such cases a workplace arrangement may be entered into, to facilitate the transfer in a way mutually acceptable to all parties. This does not preclude employees and the employer applying the award provisions.

7.11 *Overnight Travel:*

Where an employee is required to stay away from home overnight, on company business, alternative arrangements from the award provision may be entered into by agreement with the employees concerned. These arrangements may vary subject to specific job and location.

7.12 *Salary Sacrifice:*

An option will be available for employees for the amount of company product under the Fringe Benefits Tax Assessment Act 1986 (currently standing at \$500). This company product only includes products relevant to Integral Energy.

7.13 *Award Special Leave:*

For employees who are entitled to the four (4) days award special leave (refer schedule D of the award) an individual choice exists to:

- ◆ Retain the four (4) days
- ◆ Nominate at any time to trade in the four (4) days for a once off payment of \$3,000.

7.14 *New Classification Structure*

The parties are committed to the need to develop a classification structure and career path guidelines to meet the needs of the business and employees.

7.15 *Self Directed Work Team:*

It is the intention of this agreement to further develop the concept of self directed work teams where it suits the needs of each business.

7.16 *Occupational Health and Safety:*

The management, employees and their unions recognise the importance of developing and maintaining healthy and safe working conditions within IEC to prevent injury, disease and incident. This goal can be best achieved through joint involvement of the employer, employees and unions at all levels by keeping the health and safety standards under constant review.

The employer, employees and unions will strive to improve standards of health and safety within IEC and will regard the relevant regulations and the Occupational Health and Safety Act 1983 as the minimum acceptable levels.



7.17 Attachments to the Agreement:

For specific working arrangements and conditions applicable to shift work and a number of classifications refer to the following:

- ◆ Shift Work
- ◆ Supervisors
- ◆ IEC Officer

8. Dispute Resolution:

Grievances and disputes resolution will be according to the provisions of the Integral Energy award

9. Declaration of Agreement:

Signed for and on behalf of the Integral Energy Contracting business unit of Integral Energy Australia

Signature Karen Waldman
K. Waldman GM, Integral Energy Contracting

Dated: 28 April 1999

Signed for and on behalf of the Federated Municipal and Shire Council Employees Union of Australia, New South Wales Division (including the members of the federally registered Australian Service Union)

Signature:

Name:

Position:

Dated:



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Signature
K. Waldman GM, Integral Energy Contracting

Dated:

Signed for and on behalf of the Federated Municipal and Shire Council Employees Union of Australia, New South Wales Division (*including the members of the federally registered Australian Service Union*)

Signature: *Brian Harris*

Name: *BRIAN HARRIS*

Position: *GENERAL SECRETARY*

Dated: *7. 5. 99*



Signed for and on behalf of the Electrical Trades Union of Australia (New South Wales Branch):

Signature: *B. Ri*

Name: *BERNIE RIORDAN*

Position: *SECRETARY*

Dated: *19.4.99*

Signed for and on behalf of the Association of Professional Engineers, Scientists and Managers, Australia, New South Wales Branch:

Signature:

Name:

Position:

Dated:

Signed for and on behalf of the Australian Manufacturing Worker Union:

Signature:

Name:

Position:

Dated:



Signed for and on behalf of the Electrical Trades Union of Australia (New South Wales Branch):

Signature:

Name:

Position:

Dated:

Signed for and on behalf of the Association of Professional Engineers, Scientists and Managers, Australia, New South Wales Branch:

Signature: *Martin O'Connell*

Name: *MARTIN O'CONNELL*

Position: *DIRECTOR, NSW*

Dated: *7 May 1999*

Signed for and on behalf of the Australian Manufacturing Worker Union:

Signature:

Name:

Position:

Dated:



Signed for and on behalf of the Electrical Trades Union of Australia (New South Wales Branch):

Signature:

Name:

Position:

Dated:

Signed for and on behalf of the Association of Professional Engineers, Scientists and Managers, Australia, New South Wales Branch:

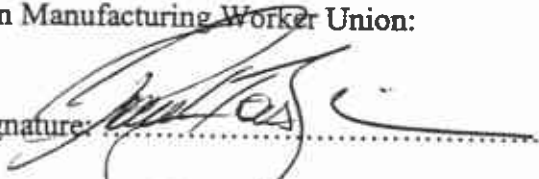
Signature:

Name:

Position:

Dated:

Signed for and on behalf of the Australian Manufacturing Worker Union:

Signature: 

Name: PAUL BASTIAN

Position: STATE SECRETARY

Dated: 13.05.99