

ENTERPRISE AGREEMENT

NO: E.A. 243 /1996

DATE REGISTERED: 21-8-96

PRICE: \$ 18-00

HONEYWELL LIMITED

HOME & BUILDING CONTROL GROUP

NEW SOUTH WALES

ENTERPRISE AGREEMENT

Revision 7
8 January 1996

1. INTRODUCTION

This Agreement has been jointly developed by Honeywell Limited Home & Building Control in New South Wales, its employees and the Electrical Trades Union of Australia, New South Wales 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.

Honeywell Limited Home & Building Control in New South Wales is engaged in implementing building services into commercial premises. The enterprise operates from Honeywell Limited head office at 5 Thomas Holt Drive, North Ryde, and services construction sites throughout the Sydney metropolitan area.

The parties to this Agreement declare this Agreement was not entered into under duress.

2. TITLE

This Agreement shall be known as the Honeywell Limited Home & Building Control New South Wales Enterprise Agreement.

3. DEFINITIONS

For the purpose of this Agreement:

- "Agreement" means this enterprise agreement.
- "Award" means the Electrical Contracting Industry State Award.
- "Company" means Honeywell Limited Home & Building Control New South Wales.
- "Employee" means an employee of Honeywell Limited Home & Building Control in New South Wales employed pursuant to the Award and engaged on site construction work within the scope of this Agreement.
- "Union" means the Electrical Trades Union of Australia, New South Wales Branch.

4. OBJECTIVES

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

- to ensure customer satisfaction in the provision of services.
- increasing the competitiveness, productivity, efficiency and flexibility of the Company and its workforce.
- creating a co-operative, safe and productive environment on the Company's projects.
- continuing the development of more flexible, efficient and adaptable management and work practices.
- further developing better and more effective communication and consultation between the Company and employees.
- to foster a commitment to the Company's Quality Management System.
- improving job security and the working environment.
- to provide for the use of the full range of skills and knowledge held by employees.
- further developing a training skills enhancement program consistent with the provisions of the Award and this Agreement for all employees.
- to substantially reduce and eventually eliminate lost time.

5. **APPLICATION OF AGREEMENT**

This Agreement applies to the Company in respect of all employees who are engaged pursuant to the Award and engaged on site construction work within the scope of this Agreement.

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

6. **DATE AND PERIOD OF OPERATION**

This Agreement shall take effect from date of registration and operate from date of execution. The Agreement shall remain in force for a period of two (2) years from the date of execution.

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

7. **NO EXTRA CLAIMS**

The Employees and the Unions shall not pursue any extra claims, either award or over award for the life of the Agreement. Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement.

8. **NOT TO BE USED AS A PRECEDENT**

This Agreement shall not be used in any manner whatsoever to obtain similar arrangement or benefits in any other State, Territory, division, group, plant or enterprise.

9. **PARTIES BOUND**

This Agreement shall be binding upon:

- (a) Honeywell Limited
- (b) The Electrical Trades Union of Australia, New South Wales Branch representing all employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Award.

10. **CONTRACT OF EMPLOYMENT**

(a) 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 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 skills, competence and training; and

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- (iii) understand that termination of employment will be based on job requirements and skills 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. However where efforts, skills and abilities are equal then seniority shall take precedence; 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) be committed to the objectives in Clause 4 of this Agreement.

11. DISPUTE SETTLEMENT PROCEDURE

For the purpose of this clause 'dispute' refers to a grievance of an individual employee as well as a grievance of a collective of employees. 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 is possible. It is with the 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;
 - (i) initially raise the matter with employee/s immediate supervisor/foreperson. If agreement is not reached at this level, the employee/s or representative shall then;
 - (ii) 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;
 - (iii) 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 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 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 of New South Wales for resolution.
- (d) Whilst the above procedure is being effected, work shall continue normally.
- (e) All recommendations, orders and/or directions of the Industrial Relations Commission of New South Wales shall be strictly observed by all parties.

12. WAGE INCREASES

In recognition of the productivity measures herein and subject to the continued commitment to and implementation thereof, the wages as detailed in Attachment A to this Agreement shall be available to all employees covered by this Agreement from the first full pay period on or after the date stipulated herein.

These wage increases will be in lieu of any other increases granted by the relevant Industrial Relations Commission during the term of this Agreement except that should the Award hourly rates of pay exceed the rates under this Enterprise Agreement, employees shall be paid at the higher hourly rate figure.

Disability and expense related allowances will be paid in accordance with the Award and varied as the Award is varied.

13. CONSULTATIVE MECHANISM

The parties agree that a precondition for the effective operation of the Agreement is the establishment of agreed consultative mechanisms within the Company. To this end, a consultative committee comprising of two Company appointed representatives and two employee elected representatives shall be established and maintained. The purpose of the consultative committee shall be to develop, recommend and assist to implement strategies and measures designed to achieve the objectives outlined under Clause 4 of this Agreement.

14. INITIATIVES TO IMPROVE PRODUCTIVITY

(a) **EFT:** It is agreed that the company is eligible to make fortnightly payment of wages by Electronic Fund Transfer (EFT). All employees will nominate a bank account for this purpose.

(b) **Hours of Work:** On selected projects, where there is a need for variation to the normal hours of work and/or shift work and where the Company and the majority of employees concerned agree, the spread of hours and/or shift system will be simplified and tailor made to suit the individual workplace needs with provisions drafted in lieu of the current award.

(c) **Supplementary Labour:** The parties agree that when necessary to meet short term peak work requirements additional labour resources are able to be sourced from agreed bonafide Labour Hire Companies who meet as a minimum the wages and benefits of this agreement and have an enterprise agreement with at least one of the union signatories to this agreement.

15. INDUSTRY STANDARDS

(a) **Superannuation:** It is a term of this agreement that the company will pay superannuation as defined by, and into the Honeywell Superannuation Scheme for each employee.

All superannuation contributions will be paid monthly as required by the trust deed.

(b) **Redundancy:** It is a term of this agreement that the company will pay a contribution of \$40 per week into the MERT scheme or other industry approved fund for each employee. All redundancy contributions will be paid monthly as per the trust deed.

(c) **Top Up/24 Hour Income Accident Protection Insurance:** It is a term of the agreement that immediately upon signing of this Agreement the company will provide if not already in existence Top-Up/24 Hour Income Accident Insurance with the Coverforce Scheme or other agreed provider(s).

(d) **Site/Productivity Allowances:** It is a term of this agreement that Site/Productivity Allowances will only be paid where the Company is contractually obliged.

(e) **Clothing:** Employees after 152 hours employment with the Company will be supplied with

- (i) A bluey jacket or jumper between 1 April and 30 August as soon as practical, and replaced on a fair wear and tear basis and;
- (ii) three sets of shirts and shorts overalls or trousers bib and brace; or any combination of the above, and replaced on a fair wear and tear basis.
- (iii) safety boots will be provided on commencement of employment which will be maintained by the employee and replaced on a fair wear and tear basis.

It is a term of this Agreement that employees, once issued with the above clothing, shall make every endeavour to wear this clothing at all times when performing work on a construction site.

16. SKILL DEVELOPMENT

The Company acknowledge the changing pace of technology in the 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.

The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company a continuing 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 the Company for:
 - (i) the current and future skills needs of the Company, and
 - (ii) the size structure and nature of the Company.
- (c) The need to develop vocational skills relevant to the Company and the industry.
- (d) Any costs associated with Employee Skill Development agreed by the Company will be paid by the Company and upon proof of expenditure.

(e) All training shall be of Company approved standard.

This shall be achieved either through a recognised industry based scheme or recognised contractor/company based training scheme, or a combination of both.

17. **SAFE WORKING IN INCLEMENT WEATHER**

In any situation where weather conditions do or are likely to affect safe work, affected employees and the company shall consult on and seek the best method for completing work safely or shall seek alternative safe work (including training), if either is available.

No employee shall lose ordinary pay for time lost due to inclement weather if this clause has been complied with, but shall not be paid for time not worked if this clause has not been complied with.

This clause shall operate to the exclusion of any award or other inclement weather provision.

18. SIGNATORIES

FOR AND ON BEHALF OF HONEYWELL LIMITED HOME & BUILDING CONTROL IN
NEW SOUTH WALES


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SIGNED


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WITNESSED

29/1/96
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DATE

ELECTRICAL TRADES UNION OF AUSTRALIA,
NEW SOUTH WALES BRANCH.

FOR AND ON BEHALF OF ~~COMMUNICATIONS, ELECTRICAL, ELECTRONIC
ENERGY, INFORMATION, POSTAL, PLUMBING AND ALLIED WORKERS UNION OF
AUSTRALIA (Electrical Division).~~


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SIGNED


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WITNESSED

31.1.96.
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DATE

FOR AND ON BEHALF OF NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION
NEW SOUTH WALES CHAPTER.

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SIGNED

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WITNESSED

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DATE

Attachment A

Effective Date: First Pay Period after signing of Enterprise Agreement

Category	Relativity	All Purpose Weekly Award Wage
Electrical Worker Grade 1	80%	\$416.00
Electrical Worker Grade 2	85%	\$442.00
Electrical Worker Grade 3	90%	\$468.00
Electrical Worker Grade 4	95%	\$494.00
Electrical Worker Grade 5	100%	\$520.00
Electrical Worker Grade 6	105%	\$546.00
Electrical Worker Grade 7	115%	\$598.00
Electrical Worker Grade 8	125%	\$650.00
Electrical Worker Grade 9	130%	\$676.00
Electrical Worker Grade 10	145%	\$754.00

Effective Date: 1 July 1996

Category	Relativity	All Purpose Weekly Award Wage
Electrical Worker Grade 1	80%	\$432.00
Electrical Worker Grade 2	85%	\$459.00
Electrical Worker Grade 3	90%	\$486.00
Electrical Worker Grade 4	95%	\$513.00
Electrical Worker Grade 5	100%	\$540.00
Electrical Worker Grade 6	105%	\$567.00
Electrical Worker Grade 7	115%	\$621.00
Electrical Worker Grade 8	125%	\$675.00
Electrical Worker Grade 9	130%	\$702.00
Electrical Worker Grade 10	145%	\$783.00

Effective Date: 31 December 1996

Category	Relativity	All Purpose Weekly Award Wage
Electrical Worker Grade 1	80%	\$448.00
Electrical Worker Grade 2	85%	\$476.00
Electrical Worker Grade 3	90%	\$504.00
Electrical Worker Grade 4	95%	\$532.00
Electrical Worker Grade 5	100%	\$560.00
Electrical Worker Grade 6	105%	\$588.00
Electrical Worker Grade 7	115%	\$644.00
Electrical Worker Grade 8	125%	\$700.00
Electrical Worker Grade 9	130%	\$728.00
Electrical Worker Grade 10	145%	\$812.00