

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/168

TITLE: Siemens Ltd Building Technologies Electrical Contracting On-Site Construction and Service Enterprise Agreement-NSW 2003-2006

I.R.C. NO: IRC4/2494

DATE APPROVED/COMMENCEMENT: 12 May 2004 / 18 April 2003

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/298

GAZETTAL REFERENCE: 25 June 2004

DATE TERMINATED:

NUMBER OF PAGES: 24

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by Seimens Pty Ltd located at 885 Mountain Highway, Bayswater, Victoria 3153 engaged pursuant to the Electrical, Electronic and Communications Contracting Industry (State) Award

PARTIES: Siemens Limited -&- the Electrical Trades Union of Australia, New South Wales Branch

**SIEMENS LTD BUILDING TECHNOLOGIES ELECTRICAL
CONTRACTING ON-SITE CONSTRUCTION AND SERVICE
ENTERPRISE AGREEMENT 2003-2006**

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1. Title

This Agreement shall be known as the "SIEMENS LTD BUILDING TECHNOLOGIES ELECTRICAL CONTRACTING ENTERPRISE AGREEMENT " - NSW 2003 -2006

2. Parties and Persons Bound

This agreement shall be binding upon:

- 2.1 Siemens Ltd Building Technologies (hereinafter known as the "Company") in respect to its employees engaged in the occupation, industries and callings covered by the Electrical, Electronic and Communications Contracting Industry (State) Award and who are eligible to be members of the Electrical Trade 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 Siemens Ltd Building Technologies.

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 Agreement and industry standard;
- 3.3 Create a co-operative and productive industrial relations environment;
- 3.4 Provide workers with more varied, fulfilling and better paid jobs;
- 3.5 Promote the continued skill formation of workers;
- 3.6 Maintain a safe working environment;
- 3.7 Establish effective communications between the Company and its workers 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;

4. Application of the Agreement

- 4.1 The parties to this agreement shall apply the conditions as applicable contained in :

Common Clauses - Applicable to all work covered by this Agreement

Appendix 1 - Security Systems employees

Appendix 2 - Building Automation employees

Appendix 3 - Dispute Settlement Procedures

Appendix 4 - Consultative Mechanism Guidelines

5. Commitments

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

- 5.1 The measures contained in this agreement lead to real gains in productivity.
- 5.2 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.

- 5.3 The measures provided for in this agreement will be implemented through consultative mechanisms agreed to between the Union, the Company and the Consultative Committee.
- 5.4 Productivity measures will not be implemented at the expense of health and safety standards and safety standards will be improved.
- 5.5 The dispute settlement procedures provided for in this Agreement are rigorously applied and enforced.
- 5.6 A free flow of information occurs between the company and employees concerning all aspects of the construction process (including the pre-construction process) to improve the setting up and running of jobs once a contract has been awarded

6. Period of Operation

- 6.1 This Agreement shall operate from the 18 April 2003 to 18 April 2006. The agreement may only be terminated by the parties to the agreement in the manner prescribed in the *NSW Relations Act 1996*.
- 6.2 This Agreement shall be certified in the NSW Industrial Relations Commission as a Certified Agreement

7. Relationship to Parent Award and Agreement

- 7.1 The Electrical, Electronic and Communications Contracting Industry (State) Award (the 'Parent Agreement') as varied from time to time shall be read in conjunction with this Agreement
- 7.2 The terms of this agreement shall prevail over the terms of the Electrical, Electronic and Communications Contracting Industry (State) Award to the extent of any express inconsistency.

8. Increases to Wages and Productivity Incentives

In recognition of the productivity measures identified herein, the following increases shall apply for employees covered by this agreement from the first full pay period on or after:

- 8.1 From 18 April 2003 the new rates of pay for all employees from that date will be the rates of pay as shown in Appendix 1 Table 1 and Appendix 2 Table 1
- 8.2 From 1 April 2004 the new rates of pay for all employees from that date will be the rates of pay as shown in Appendix 1 Table 2 and Appendix 2 Table 2
- 8.3 From 1 October 2004 the new rates of pay for all employees from that date will be the rates of pay as shown in Appendix 1 Table 3 and Appendix 2 Table 3.
- 8.4 From 1 April 2005 the new rates of pay for all employees from that date will be the rates of pay as shown in Appendix 1 Table 4 and Appendix 2 Table 4.
- 8.5 From 1 October 2005 the new rates of pay for an employees from that date will be the rates of pay as shown in Appendix 1 Table 5 and Appendix 2 Table 5.
- 8.6 In regard to NSW Construction Industry sites (Clause 19.2) after 1 April 2004 the ordinary weekly rates contained in Appendix 2 will be divided by 36 to calculate the ordinary hourly rate.

9. 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.

- 9.1 The Company shall allow full access to its employees during normal working hours to accredited officials of the Union.

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

10. Dispute Settlement Procedure

- 10.1 The procedure outlined in Appendix 3 shall apply.

11. Consultative Mechanisms

- 11.1 The parties agree that a precondition for the effective operation of this Agreement is the establishment of agreed consultative mechanism within the Company. The consultative mechanism shall be established in accordance with the guidelines set out in Appendix 4 hereto.
- 11.2 The State Secretary (or nominee) of the Union shall have a standing invitation to participate in the consultative mechanisms established within the Company.
- 11.3 The NSW Branch Manager of the Company shall have a standing invitation to participate in the consultation mechanism established within the Company.
- 11.4 To assist employees to participate effectively within the consultative mechanism training as agreed between the Company and the Union, will be provided as soon as practicable after the consultative mechanisms are established (if required).

12. Non - Award Conditions

The Company will provide benefits under the following non-award industry standards:

- 12.1 The Company will pay superannuation contributions into either the NESS Superannuation Scheme, EISS or the C+BUS Superannuation Fund for each employee. It is hereby agreed that either of these superannuation funds will be the sole fund utilised under this Agreement. The contribution rate shall be as required by the Superannuation Guarantee Legislation.

All superannuation contributions will be paid monthly as required by the Trust Deed.

- 12.2 A Redundancy pay scheme will apply as detailed in Clause 11 of the Parent Award relating to continuous period of service. The Company will not apply the customary turnover of labour clause or the fifteen or less clause under the Parent Award. Upon commencement of this agreement, the Company will make contributions to MERT on behalf of employees (excluding apprentices) engaged upon construction work at the following rates:

From 11 December 2002 a rate of \$65.00 per week worked

From 1 October 2003 a rate of \$70.00 per week worked

From 1 October 2004 a rate of \$75.00 per week worked

- 12.3 Long Service Leave in accordance with the Construction Industry Long Service Leave Scheme.

- 12.4 Productivity Allowance

- 12.4.1 A productivity allowance per hour worked will be paid to employees from the date of agreement. This allowance will not be subject to penalty addition and shall be in lieu of all or any Parent Award disability allowances, with the exception of the multi-storey allowance.

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

- i) Where such an allowances is awarded by the Industrial Relations Commission; or

- ii) Where such an allowance is required by a site condition specified at the time of tender. It is incumbent upon the company to enquire of the Head Contractor/Client at the time of tender 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

If the Contract between the Employer and the Head Contractor/Client does not contain provision for a site allowance, and after the contract is made the head contractor makes an agreement under which a site allowance is payable, then the head contractor should then agree in writing to reimburse the employer the full cost of the said allowance.

12.5 Top Up

It is a term of the Agreement the Company will pay Top-up/24 Hour Employee Insurance (to a maximum of \$12.00, unless otherwise agreed) under the Electric Top Up fund (or other agreed fund) from the date of agreement. Within one month of agreement, the company will provide documentary evidence to the Union that the company has taken out a policy with the relevant scheme.

13. 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 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.

Training courses may be a combination of both in-house and externally accredited courses.

14. Self Directed Work Teams

The parties agree that work teams will be an important organisational concept within the company. Each work team will be based upon the Security Systems or Building Automation Services field of work in which the Company operated.

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.

15. Protective Clothing

The company will provide protective clothing to its 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 :-

Alternative to Overalls may be

One (1) shirt and one (1) pair shorts and

Two (2) shirt and one (1) pair long trousers

or

Three (3) shirts and two (2) pair of shorts

or

Three (3) shirt' and two (2) pair of long trousers and

One (1) pair boots

One (1) Kembla ((lined) (navy) jacket or woollen jumper

B. There After Yearly issues

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

Two (2) pair boots

One (1) jacket Kembla or equal- (the jacket is to be woollen) or woollen jumper

Two (2) shirts and one (1) pair of shorts

and

One (1) shirt and one (1) pair of long trousers

or

Three (3) shirts and two (2) pair of shorts

or

Three (3) and two (2) pair of long trousers

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

16. 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.

17. Induction Procedures

- 17.1 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 Company Delegate.
- 17.2 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.
- 17.3 A detailed explanation shall be provided regarding Security, Emergency Procedures, rates of pay, and any applicable agreements affecting wages, conditions and work practices.

17.4 The induction presentation and materials shall have regard to the language skills of the employer/employee.

17.5 Each employee will attend a Workcover site safety induction course.

18. Apprentices

The provisions of this Enterprise Agreement will apply to all apprentices. The rates of pay will be the percentage for Apprentices contained in the parent award however based on the rate for a Level 1 Security System employees under this agreement.

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

19. Hours of Work/Rostered Day Off

19.1 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.

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) By agreement between the Company and the Employees the existing ordinary hours of work shall be between 6.00am and 6.00pm Upon agreement being reached between the Company and the employees affected the ordinary hours starting time may commence between the hours of 6.00am -9.30am.
- ii) 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:

Employee will have the option as laid down below either option 1 or 2.

Option 1

The employee works on the industry nominated RDO day and then has one day off within 3 weeks of that Industry RDO day.

Option 2

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 to consult with the employer regarding taking banked RDO days off.

19.2 NSW Construction Industry Project Sites

Where employees are working on NSW Construction Industry Sites within the County of Cumberland 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 the 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 change in hours of work will include the impact on efficiency operational and project requirements, productivity and quality of life.

The parameters for ordinary hours for the purpose of this agreement shall be an average of 38 hours (36 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.

An employees 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 in accordance with clause 22.6 of the Parent Award.

The parties agree that the taking of the RDO's may be altered in order to improve productivity by exercising a more flexible arrangement in respect of the spreading of employees taking an RDO being distributed during the 20 day work cycle. This will enable the project to work productively on those days scheduled as industry RDO's.

However, it is recognized that there is merit in programming no work on RDO's adjacent to public holiday weekends during the working year. This will allow the management and employees of the company to have quality paid leisure time. As at 1 April 2004, work is prohibited on the weekends and agreed RDO's adjacent to Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day. Employees may use new RDO accruals for payment of the applicable Saturdays.

The ordinary working hours shall be worked in a 20 day cycle, Monday to Friday inclusive, with 8 hours worked for each of 19 days with 0.4 (0.8 after 1 April 2004) of an hour on each of those days accruing for a paid RDO. This shall be taken as a paid day off. The 0.4 of an hour (0.8 after 1 April 2004) accrual also applies on paid leave. A RDO shall be taken as provided below:

Agreement shall be reached by the company and employees as to which day shall taken as a RDO when such an entitlement is due. Its is agreed a company roster system may apply. However all employees with an RDO entitlement may use accruals for the Saturday and industry agreed RDO's of the public holiday weekends stipulated in the Hours of Work clause above.

RDO's may be banked at a maximum of 5 days in any 12-month period. These RDO's may be taken as a group of consecutive days or any other combination as may be suitable.

RDO's will not be paid out by the Company.

Any dispute arising from this clause shall be resolved through the dispute settlement procedure.

Where more than 1 accrued RDO is to be taken on consecutive working days, application for such time shall be sought giving a reasonable period of notice.

A new employee will be eligible for an RDO after achieving 7.6 (7.2 after 1 April 2004) hours RDO accrual.

Where there is an agreed emergency or a special client need and subject` to the agreement of applicable employees and the written agreement of the Secretary of the union, limited work may be carried out on the No Work weekends and adjacent fixed RDO's unless impracticable. The Company will give the union 48 hours notice of any such need for work so as to ensure appropriate consultation.

20. Quality

The parties are committed to work with the company in the 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.

21. Occupational Health and Safety

The provision of the relevant acts shall apply. No worker 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

22. No Further Claims

The Company, Employees and the Union agree not to pursue any further claims except where consistent with this Agreement

23. Subsequent Agreement

The company shall contact the union for negotiation between the parties to commence no later than two (2) months prior to the completion date of this Agreement with the intention of reaching a subsequent Certified Agreement

24. Contracts of Employment

24.1 This Agreement including those matters incorporated into it and the Electrical Contracting Industry Agreement 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

24.2 The employer will not employ any employee in classifications covered by this Enterprise Agreement 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.

25. Warning Procedure for Employee Performance and Conduct

The Warning 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 either in lieu of a verbal warning or after a verbal warning.
- c) A second written warning will be issued only after extensive discussions have taken place between the person involved, the Company representative, the Company Delegate and an official from the Union. If agreement cannot be reached then clause 10 of this agreement will be invoked
- 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 and an official from the Union. If agreement cannot be reached then clause 10 of this agreement will be invoked
- e) At all stages of the Warning 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 file.
- f) After a period of 12 months of improved performance of conduct then these warnings will be null and void

26. Agreement Availability

A copy of the Agreement will be provided to all parties covered by this Agreement

27. Electronic Funds Transfer

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

28. 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 plant or enterprise other than Landis & Staefa Division NSW.

29. 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) Q A N on-Conformances
- (f) Customer Complaints
- (g) Absenteeism
- (h) Program vs Actual Time Comparisons

30. Supplementary Labour - Commissioning

If the Company wishes to supplement its commissioning technicians with labour from another company, this is available, provided the labour hired is paid the same terms and conditions as the existing employees whilst completing the work as detailed in this agreement

31. 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.

32. Payroll Deductions for Union Fees

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

33. Transmission of Business

In accordance with the provisions of the Electrical, Electronic and Communications Contracting Industry (State) Award (the 'Parent Agreement').

APPENDIX 1

Security System Job Description/Classification Structure

Position: System Specialist Levels 1, 2, 3, 4, 5 & 6.

Department: Branch Systems Operations

SUMMARY

Responsible For:-

Handles start-up, checkout, and troubleshooting tasks for systems and service installed jobs. Acts as the department expert in troubleshooting job problems. Responsible for on-site customer training. Assists in development of other Specialists.

Reports To:-

Branch Systems Operations Manager Project Manager

System Specialist Supervisor

Direction: -

Level 1 Direct supervision	Work is checked regularly
Level 2 Direct supervision	Work is checked regularly
Level 3 General supervision	Work is checked regularly
Level 4 General supervision	Work is checked regularly
Level 5 Minimal supervision	
Provides guidance to outside contractors; limited direction to other specialists	
Level 6 Minimal supervision	
Provides guidance to outside contractors; limited direction to other specialists	

MAJOR RESPONSIBILITIES

Responsible for start-up and checkout of systems and service installed jobs, as assigned

Performs wiring checkout of systems and automation systems start-ups

When directed, coordinates electrical installation with electrical contractor at job site as required

Completes final critical adjustments and calibration on automation systems following installation and preliminary set up

Makes recommendations to superior regarding changes, improvements or installation of automation system on basis on own findings in the course of assignments.

Completes and submits written reports covering all aspects of each assignment, including customer, nature of trouble, equipment involved, time and material used

If improper operation is due to another component of the automation system rather than company's product, discusses problem with customer and advises of best course of action to accomplish correction of trouble, and/or contacts service department of manufacturer of faulty component involved to arrange for servicing.

Participates in jobsite final walk-through.

Performs Defect Liability as directed Handles emergency service calls, request at commissioning time, on-site or on-line, as directed

Responds to customer service calls, checks indicated points of trouble, and analyses full requirements of system involved and checks and tests systems components.

Diagnoses trouble or defects in sensors, field cabinets, or control console and determines corrective action.

Performs on-line service (POST) to troubleshoot and remedy customers' system problems.

Disconnects and dismantles instruments as necessary and corrects trouble or defect by adjusting, repairing and replacing parts or units.

Repairs and converts a variety of company's products at branch service and repair shop.

Delivers technical support to end users and field labour when applicable.

Presents a professional image of the Company when speaking to customers (all levels).

Training and development

Trains and develops other Specialists on the Company's equipment and company policies and procedures

Trains customers on the Company's system prior to job turnover.

QUALIFICATION:

EDUCATION

High school education or equivalent

Diploma or certificate qualification as minimum in a technical capacity is desirable

EXPERIENCE

Security Systems - Access Control -Experience

Years of experience is years of experience in this sector of the industry .

Level 1

A Level 1 Technician should possess and/or be proficient at;

Basic computer skills

Using basic electronic test equipment

A basic understanding of Access Control, CCTV and Alarm systems

Typically would have minimal self-supervision experience and minimal industry experience.

Should be trade qualified or possess equivalent industry experience and should be ASIAL licensed.

Level 2

A Level 2 Technician should possess and/or be proficient at;

Siemens proprietary Access Control systems - hardware and software

Basic modules of the Advantage/SiPass and/or future Group Company Access Control products

High Level Interfaces to the proprietary products

CCTV systems

Self Supervision capability

Typically would have a sound fault finding capability but may require assistance.

May engage in some rudimentary Customer/ End User training.

Level 3

A Level 3 Technician should possess and/or be proficient at;

Siemens proprietary Access Control systems - hardware and software

Core modules of the Advantage/SiPass and/or future Group Company Access Control products

High Level Interfaces to the proprietary products

CCTV systems

Self Supervision capability

Fault finding on all proprietary product

Customer / End User training, either one on one or group orientated.

Level 4

A Level 4 Technician should possess and/or be proficient at;

Siemens proprietary Access Control systems - hardware and software

Core modules of the Advantage/SiPass and/or future Group Company Access Control products

High Level Interfaces to the proprietary products

CCTV systems - all hardware and software

Self Supervision capability

Fault finding on all proprietary product, CCTV, Alarm and Intercom systems

Customer / End User training, either one on one or group orientated.

Ability to Set up and commission proprietary product, CCTV, Alarm and Intercom systems

Basic knowledge of non proprietary Siemens supported Access Control product

Typically would have a competent fault finding, set up and commissioning capability but may require assistance.

Level 5

A Level 5 Technician should possess and/or be proficient at;

Siemens proprietary Access Control systems - hardware and software

Core modules of the Advantage/SiPass and/or future Group Company Access Control products

High Level Interfaces to the proprietary products

CCTV systems - all hardware and software

Self Supervision capability

Fault finding on all proprietary product, CCTV, Alarm and Intercom systems

Customer / End User training, either one on one or group orientated.

Ability to Set up and commission proprietary product, CCTV, Alarm and Intercom systems

Basic knowledge of non proprietary Siemens supported Access Control product

Advanced PC, hardware and software skills

Ability to integrate / configure security components across multi user sites

Ability to provide internal training

Ability to assist in planning and managing tasks / projects

Level 6

A Level 6 Technician should possess and/or be proficient at;

Siemens proprietary Access Control systems - hardware and software

All modules of the Advantage/SiPass and/or future Group Company Access Control products

High Level Interfaces to the proprietary products

CCTV systems - all hardware and software

Self Supervision capability

Fault finding on all proprietary product, CCTV, Alarm and Intercom systems

Customer / End User training, either one on one or group orientated.

Ability to Set up and commission proprietary product, CCTV, Alarm and Intercom systems

Advanced knowledge of non proprietary Siemens supported Access Control product

Advanced PC, hardware and software skills

Ability to integrate / configure security components across multi user sites

Ability to provide internal training

Ability to assist in planning and managing tasks / projects

Advanced knowledge of Networks with an ability to fault find.

TABLE 1

RATES OF PAY FROM THE FIRST FULL PERIOD AFTER 18 APRIL 2003

Classification	SECURITY SYSTEMS EMPLOYEES	
	Total Weekly Wage	Hourly Rate (All purpose Rate)
Level 1	668.04	17.58
Level 2	816.62	21.49
Level 3	851.96	22.42
Level 4	896.80	23.60

Level 5	983.06	25.87
Level 6	1021.44	26.88

TABLE 2

RATES OF PAY FROM THE FIRST FULL PERIOD AFTER 1 APRIL 2004

Classification	SECURITY SYSTEMS EMPLOYEES	
	Total Weekly Wage	Hourly Rate (All purpose Rate)
Level 1	681.34	17.93
Level 2	832.96	21.92
Level 3	877.42	23.09
Level 4	914.66	24.07
Level 5	1002.82	26.39
Level 6	1041.96	27.42

TABLE 3

Classification	SECURITY SYSTEMS EMPLOYEES	
	Total Weekly Wage	Hourly Rate (All purpose Rate)
Level 1	695.02	18.29
Level 2	849.68	22.36
Level 3	894.90	23.55
Level 4	933.28	24.56
Level 5	1022.96	26.92
Level 6	1062.86	27.97

TABLE 4

RATES OF PAY FROM THE FIRST FULL PERIOD AFTER 1 APRIL 2005

SECURITY SYSTEMS EMPLOYEES

Classification	SECURITY SYSTEMS EMPLOYEES	
	Total Weekly Wage	Hourly Rate (All purpose Rate)
Level 1	712.50	18.75
Level 2	870.96	22.92
Level 3	917.32	24.14
Level 4	956.46	25.17
Level 5	1048.42	27.59
Level 6	1089.46	28.67

TABLE 5

RATES OF PAY FROM THE FIRST FULL PERIOD AFTER 1 OCTOBER 2005

Classification	SECURITY SYSTEMS EMPLOYEES	
	Total Weekly Wage	Hourly Rate (All purpose Rate)
Level 1	730.36	19.22
Level 2	892.62	23.49
Level 3	940.12	24.74
Level 4	980.40	25.80
Level 5	1074.64	28.28
Level 6	1116.82	29.39

APPENDIX 2

Building Automation Job Description/Classification Structure

Position: System Specialist Levels 1, 2, 3, 4, 5 & 6.

Department: Branch Systems Operations

SUMMARY

Responsible For:-

Handles start-up, checkout, and troubleshooting tasks for systems and service installed jobs. Acts as the department expert in troubleshooting job problems. Responsible for on-site customer training. Assists in development of other Specialists.

Reports To:-

Branch Systems Operations Manager
Project Manager
System Specialist Supervisor

Direction: -

Level 1 Direct supervision	Work is checked regularly
Level 2 Direct supervision	Work is checked regularly
Level 3 General supervision	Work is checked regularly
Level 4 Minimal supervision	
	Provides guidance to outside contractors; limited direction to other specialists
Level 5 Minimal supervision	
	Provides guidance to outside contractors; limited direction to other specialists
Level 6 Minimal supervision	
	Provides guidance to outside contractors; limited direction to other specialists

MAJOR RESPONSIBILITIES

Responsible for start-up and checkout of systems and service installed jobs, as assigned

Performs wiring checkout of systems and automation systems start-ups

When directed, coordinates electrical installation with electrical contractor at job site as required

Completes final critical adjustments and calibration on automation systems following installation and preliminary set up

Makes recommendations to superior regarding changes, improvements or installation of automation system on basis on own findings in the course of assignments.

Completes and submits written reports covering all aspects of each assignment, including customer, nature of trouble, equipment involved, time and material used

If improper operation is due to another component of the automation system rather than company's product, discusses problem with customer and advises of best course of action to accomplish correction of trouble, and/or contacts service department of manufacturer of faulty component involved to arrange for servicing.

Participates in jobsite final walk-through.

Performs Defect Liability as directed Handles emergency service calls, request at commissioning time, on-site or on-line, as directed

Responds to customer service calls, checks indicated points of trouble, and analyses full requirements of system involved and checks and tests systems components.

Diagnoses trouble or defects in sensors, field cabinets, or control console and determines corrective action.

Performs on-line service (POST) to troubleshoot and remedy customers' system problems.

Disconnects and dismantles instruments as necessary and corrects trouble or defect by adjusting, repairing and replacing parts or units.

Repairs and converts a variety of company's products at branch service and repair shop.

Delivers technical support to end users and field labour when applicable.

Presents a professional image of the Company when speaking to customers (all levels).

Training and development

Trains and develops other Specialists on the Company's equipment and company policies and procedures

Trains customers on the Company's system prior to job turnover.

QUALIFICATION:

EDUCATION

High school education or equivalent

Diploma or certificate qualification as minimum in a technical capacity is required.

EXPERIENCE

Building Automation - Building Management Systems - Experience

On attaining a level the required training/experience will be provided to the technician over the following 12 months. - Note to be amended pending clause 13

Years of experience is years of experience in this sector of the industry

Level 1

A Level 1 Technician should possess and/or be proficient at;

Basic computer skills

Using basic electronic test equipment

A basic understanding of Building Management and Control Systems, HVAC Principles and Electrical Principles.

Typically would have minimal self-supervision experience and minimal industry experience.

Should be diploma or certificate qualified in either a mechanical or electrical trade.

Level 2

A Level 2 Technician should possess and/or be proficient at;

Strong Computer Skills

Operation of Siemens proprietary Building Management and Control systems - hardware and software including fundamental commissioning and service skills.

Fundamental modules of the Apogee or Desigo and/or future Group Company Building Management and Control products

Knowledge of HVAC systems

Knowledge of Electrical systems

Experience in Operation and Fault Finding of BMS systems

Self Supervision capability

Typically would have a sound fault finding capability but may require assistance.
May engage in some rudimentary Customer/ End User training.

Level 3

A Level 3 Technician should possess and/or be proficient at;

Strong Computer Skills

Commissioning and Service of Siemens proprietary Building Management and Control systems - hardware and software

All modules of the Apogee or Desigo and/or future Group Company Building Management and Control products

Service of High Level Interfaces third party vendor systems

Knowledge of HVAC systems

Knowledge of Electrical systems

Experience in Operation and Fault Finding of BMS systems

Knowledge of Project set-up and engineering/commissioning/service requirements for projects and/or maintenance contracts

Self Supervision capability

Customer / End User one on one training

Typically would have a competent fault finding, set up, commissioning and engineering capability but may require assistance.

Level 4

A Level 4 Technician should possess and/or be proficient at;

Strong Computer Skills - Including networking knowledge & troubleshooting

Commissioning and Service of Siemens proprietary Building Management and Control systems - hardware and software

All modules of the Apogee or Desigo and/or future Group Company Building Management and Control products

Commissioning and Service of High Level Interfaces third party vendor systems

Advanced Knowledge of HVAC systems - including fault finding

Advanced Knowledge of Electrical systems - including fault finding

Experience in Operation and Fault Finding of BMS systems

Experience in Project set-up and engineering/commissioning/service requirements for projects and/or maintenance contracts

Self Supervision

Customer / End User one on one training

Knowledge of set up and commissioning proprietary, and 3rd party peripherals typically utilised in Building Management Systems (e.g.Variable Speed Drives etc.)

Typically would have advanced fault finding, set up, commissioning and engineering capability and extensive experience in customer training.

Level 5

A Level 5 Technician should possess and/or be proficient at;

Advanced Computer Skills - Including networking knowledge & troubleshooting, PC, hardware and software skills

Commissioning and Service of Siemens proprietary Building Management and Control systems - hardware and software

All modules of the Apogee or Desigo and/or future Group Company Building Management and Control products

Ability to integrate / configure BMS components across multi-user sites

Experience in set up and commissioning proprietary, and 3rd party peripherals typically utilised in Building Management Systems (e.g.Variable Speed Drives etc.)

Commissioning and Service of High Level Interfaces third party vendor systems

Advanced Experience in HVAC systems - including fault finding

Advanced Experience in Electrical systems - including fault finding

Experience in Operation and Fault Finding of BMS systems

Strong experience in Project set-up and engineering/commissioning/service requirements for projects and/or maintenance contracts

Ability to perform engineering functions for project requirements including, software, graphics, database, CAD/Engineering drawings, and other documentation when required

Ability to assist in planning and managing tasks for projects and/or maintenance contracts

Self Supervision

Customer / End User training, either one on one or group orientated

Ability to provide internal training

Typically would have advanced fault finding, set up, commissioning and engineering capability and extensive experience in customer training.

Level 6

A Level 6 Technician should possess and/or be proficient at;

Advanced Computer Skills - Including networking knowledge & troubleshooting, PC, hardware and software skills

Commissioning and Service of Siemens proprietary Building Management and Control systems - hardware and software

All modules of the Apogee or Desigo and/or future Group Company Building Management and Control products

Ability to integrate / configure BMS components across multi-user sites

Ability to set up and commission proprietary, and 3rd party peripherals typically utilised in Building Management Systems (e.g. Variable Speed Drives etc.)

Commissioning and Service of High Level Interfaces third party vendor systems

Advanced Experience in HVAC systems - including fault finding

Advanced Experience in Electrical systems - including fault finding

Experience in Operation and Fault Finding of BMS systems

Strong experience in Project set-up and engineering/commissioning/service requirements for projects and/or maintenance contracts

Ability to perform engineering functions for project requirements including, software, graphics, database, CAD/Engineering drawings, and other documentation when required

Ability to assist in planning and managing tasks for projects and/or maintenance contracts including the direction and supervision of other technicians to meet project/contract commissioning programs.

Self Supervision

Customer / End User training, either one on one or group orientated

Ability to provide internal training

Typically would have advanced fault finding, set up, commissioning and engineering capability and extensive experience in customer training.

TABLE 1

RATES OF PAY FROM THE FIRST FULL PERIOD AFTER 18 APRIL 2003

BUILDING AUTOMATION EMPLOYEES		
Classification	Total Weekly Wage	Hourly Rate (All purpose Rate)
Level 1	747.84	19.68
Level 2	828.02	21.79
Level 3	873.24	22.98
Level 4	983.06	25.87

Level 5	1021.44	26.88
Level 6	1077.30	28.35

TABLE 2

RATES OF PAY FROM THE FIRST FULL PERIOD AFTER 1 APRIL 2004

Classification	BUILDING AUTOMATION EMPLOYEES	
	Total Weekly Wage	Hourly Rate (All purpose Rate)
Level 1	762.66	20.07
Level 2	844.74	22.23
Level 3	890.72	23.44
Level 4	1002.82	26.39
Level 5	1041.96	27.42
Level 6	1098.96	28.92

TABLE 3

RATES OF PAY FROM THE FIRST FULL PERIOD AFTER 1 OCTOBER 2004

Classification	BUILDING AUTOMATION EMPLOYEES	
	Total Weekly Wage	Hourly Rate (All purpose Rate)
Level 1	777.86	20.47
Level 2	861.46	22.67
Level 3	908.58	23.91
Level 4	1022.96	26.92
Level 5	1062.86	27.97
Level 6	1121.00	29.50

TABLE 4

RATES OF PAY FROM THE FIRST FULL PERIOD AFTER 1 APRIL 2005

Classification	BUILDING AUTOMATION EMPLOYEES	
	Total Weekly Wage	Hourly Rate (All purpose Rate)
Level 1	797.24	20.98
Level 2	883.12	23.24
Level 3	931.38	24.51
Level 4	1048.42	27.59
Level 5	1089.46	28.67
Level 6	1149.12	30.24

TABLE 5

RATES OF PAY FROM THE FIRST FULL PERIOD AFTER 1 OCTOBER 2005

BUILDING AUTOMATION EMPLOYEES

Classification	Total Weekly Wage	Hourly Rate (All purpose Rate)
Level 1	817.00	21.50
Level 2	905.16	23.82
Level 3	954.56	25.12
Level 4	1074.64	28.28
Level 5	1116.82	29.39

APPENDIX 3

GRIEVANCE/DISPUTES SETTLEMENT PROCEDURES

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.

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
- 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 Industrial Relations Commission for conciliation or arbitration.
- 1.2.8 Notwithstanding anything contained in the previous seven paragraphs the respondents shall be free to exercise their rights if the dispute is not resolve within seven days.

APPENDIX 4

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 three 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 or injure 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.

SIGNATORY PAGE

Signed by: _____ Date: 30/ 03 / 2004
For and on behalf of
Siemens Ltd

Signed by: _____ Date: 07 / 04 / 2004
For and on behalf of
The Electrical Trade Union of Australia
(NSW Branch)