

ENTERPRISE AGREEMENT

NO. EA 98/~~143~~ 144
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98/144

DATE REGISTERED...30-4-98.....

PRICE \$ 30-00
.....

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/144

TITLE: Honeywell Limited Home and Building Control New South Wales Enterprise Agreement

I.R.C. NO: 98/1704

DATE APPROVED/COMMENCEMENT: 30 April 1998

TERM: Expires 30 September 1999

**NEW AGREEMENT OR
VARIATION: New. Replaces EA 96/243**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees who are engaged pursuant to the Electrical Contracting Industry (State) Award and who are engaged in construction work within the County of Cumberland.

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





HONEYWELL LIMITED

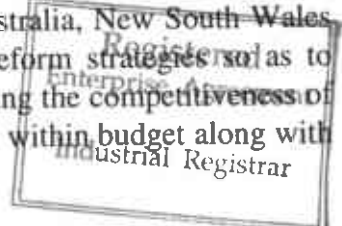
HOME AND BUILDING GROUP

NEW SOUTH WALES

ENTERPRISE AGREEMENT

1. INTRODUCTION

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

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

2. TITLE

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

3. DEFINITIONS

- "Agreement" means this enterprise agreement
- "Company" means Honeywell Limited, Home and Building Control New South Wales
- "County of Cumberland" is shown on the attached map
- "Employee" means an employee of Honeywell Limited Home and Building Control New South Wales employed pursuant to the Award and engaged on site construction work within the scope of this agreement
- "Award" means the Electrical Contracting Industry (State) Award 1992
- "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 effectiveness, productivity, efficiency and flexibility of the Company and its workforce
- creating a cooperative, 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 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 who are engaged in site construction work within the County of Cumberland.

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 come into operation from the date of registration and remain in force until 30th September 1999.



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 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.

8. NOT TO BE USED AS A PRECEDENT

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

9. PARTIES BOUND

This agreement shall be binding upon:

- a) Honeywell Limited Home and Building Control New South Wales
- b) All employees, whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Award; and
- c) The Electrical Trades Union of Australia, New South Wales Branch

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 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 skills, competence and training; and

- iii) assist in the development of and be committed to compliance with relevant safe work method statements; and
 - iv) understand that termination of employment will be based on job requirements and skills and that the principles 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
 - v) 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
 - vi) provide and maintain an adequate kit of tools on accordance with Parent Award requirements, and Enterprise Agreement
 - vii) be committed to the objectives in Clause 4 of this agreement
- b) 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 weeks notice or payment in lieu thereof.
- c) The Company's right to employ persons on a specified task and/ or specified period is acknowledged



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 collective 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. 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.

13. HOURS OF 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 the Agreement following consultations and agreement between the Company and the majority of affected employees so as to provide a greater flexibility and to meet project work 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 or project requirements, productivity, quality and quality of life.

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 the meals breaks. Different methods of implementation of the hours of work may be applied to various groups or sections or employees by agreements.

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.

Shift Work

The above flexible hours of work provisions will also apply to shift work as defined by the Award

14. SUPPLEMENTARY LABOUR

The parties agree that when necessary to meet short term peak work requirements additional labour resources are able to be sourced from Labour Hire Companies and sub-contractors who have an approved enterprise agreement in place with the respective ~~organisation and employee~~ representative trade union.

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15 WAGE INCREASE

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.

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

16. PRODUCTIVITY ALLOWANCE

A productivity allowance per hour worked will be paid to employees engaged upon construction work upon commencement of this 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-story allowance.

The productivity allowance shall be as prescribed in Schedule A.

As an apprentice progresses from one year of his/her apprenticeship to the next, entitlement to the productivity allowance at the rate prescribed for that next year is dependant on the apprentice having successfully passed all his/her TAFE studies to date. Failure to do so means the apprentice does not become entitled to the higher productivity allowance. If it becomes apparent to the employer that the apprentice is having difficulties in his/her TAFE studies, the employer shall do all that is reasonable to assist the apprentice to successfully complete his/her studies.

Site/project allowances will be paid in addition to the productivity allowance where such an addition is wither:

- a) Awarded by the Industrial Relations Commission
- b) Required by contract condition specified at the time of tender. It is incumbent upon the Company to enquire of the head contractor/ client at the time of the tender whether a site/ project allowance is contractually required to be paid and in particular whether it is required to be paid in accordance with the Construction Industry Site Allowance Matrix.

17. NO DISADVANTAGE

No employee shall suffer an overall reduction in pay as a result of the making of this Agreement. The components used to determine if any financial advantage has occurred are wage rates, productivity allowance and excess fares and travel time only. Site allowance, superannuation, redundancy and top-up/24 hour employee insurance contributions will not form part of an employee pay for this purpose. Further, this assessment will be based on an ordinary 38 hour working week and no overtime shall be taken into account.

18. INDUSTRY STANDARDS

a) Superannuation:

The company will pay superannuation contributions into the Honeywell Superannuation Scheme for each employee. The contribution rate shall be as required by the Superannuation Guarantee Legislation provided that the weekly minimum contribution for all employees, except apprentices and trainees, will be:

From 1 February 1988: \$50 per week worked

From 30 September 1998: \$60 per week worked

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 \$41.60 (per week) into the MERT scheme or other industry approved fund for each employee (other than apprentices and trainees). All redundancy contributions will be paid monthly as per the trust deed. The amount paid into the MERT scheme will be increased to \$45 (per week) from March 1 1998.

c) Site/ Productivity Allowances: It is a term of this agreement that Site/ Productivity allowances will only be paid where the Company is contractually obliged or as granted by the IRC

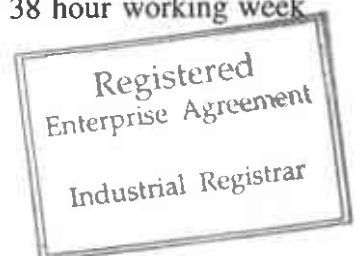
d) Clothing: Employees after 152 hours employment with the Company will be supplied with:

- 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.

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

It is a term of the Agreement the Company will pay Top-Up/24 Hour Employee Insurance under the WageCover or other agreed scheme from the date of commencement of the Agreement.

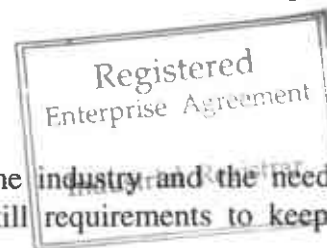


20. TRANSFER OF LABOUR

If a halt to productive work occurs which is not the fault or responsibility of the Company, the parties agree to that employees can be relocated to other unaffected areas to continue productive work or to other sites if work is available. Provided that employees will continue to be paid in accordance with this Agreement during such a temporary transfer.

21. SKILL DEVELOPMENT

The Company acknowledges 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, logged in an appropriate training register and be no less than 5 paid working days per annum

22. 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.

Employees may also be directed to participate in making an affected work area safe by way of dewatering or similar corrective action in an effort to provide both a safe working environment and continuity of work on the same site.

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.

23. PAYMENT OF WAGES

Wages will be paid fortnightly by electronic funds transfer (EFT). The company shall comply with all provisions to the keeping of time and wage records and the production of payslips in accordance with the Industrial Relations Act 1996.

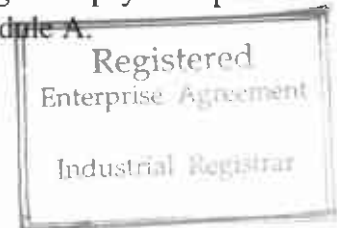
Each employee is responsible for the accurate and timely completion and provision of time sheets and production records.

24. FARES AND TRAVELLING ALLOWANCES

Employees will be paid an excess fares allowance as prescribed by Schedule A where they have an entitlement to this allowance under the Award.

Where an employee has an entitlement to the average excess travelling time payment pursuant to subclause 4.4.2 of the Award, the payment will be as prescribed by Schedule A.

Both allowances are fixed for the life of this agreement.



25. PICNIC DAY

In accordance with picnic day provision, the Company will require from an employee proof of picnic day attendance. ie) an ETU ticket purchase, before payment will be made for the day. A ticket purchased in relation to alternative union picnic day is not sufficient for the purposes of payment.

26. DISTANT / AWAY WORK

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

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

All arrangements regarding distant sites shall be formalised in writing and witnessed by another employee. The selection of employees for away work shall be solely at the discretion of the Company.

27. 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 the customer. This requires the Company to establish and maintain, implement and train and continuously improve its procedures and processes, and the employees to follow 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 signify

that work has been carried out in accordance with the customer's specific requirements. Where necessary, training will be provided in these activities.

28. CLASSIFICATIONS

There will be no Grade 6 reclassification claims for the duration of this Agreement except where such claims are in strict accordance with the Award criteria.

29. TOOLS

The parties agree that a necessary precondition for a productive and efficient workforce is to ensure that employees maintain and provide an adequate kit of tools.

A priority for the consultative committee is to develop an agreed tool list for employees consistent with the nature of work undertaken by the Company.



30. GROUP TRAINING COMPANIES

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

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

31 SIGNATORIES

Signed by:  Date: 30.3.98.
For and on behalf of Honeywell Limited, Home and Building Control, New South Wales

Signed by:  Date: 3.4.98
For and on behalf of Electrical Trades Union of Australia, NSW Branch

SCHEDULE A

Effective Date: First Pay Period after signing of Enterprise Agreement

CLASSIFICATION	All Purpose hourly rate	Productivity Allowance	Daily Average Excess Fares Allowance	Daily Average Excess Travel Time
	\$	\$	\$	\$
Grade 1	11.72	1.60	14.15	9.37
Grade 2	12.33	1.70	14.15	9.86
Grade 3	12.94	1.80	14.15	10.35
Grade 4	13.55	1.90	14.15	10.84
Grade 5 - unlicensed	14.43	2.00	14.15	11.54
Grade 5 - cert of regn	14.78	2.00	14.15	11.82
Grade 5 - qual super	15.09	2.00	14.15	12.07
Grade 6- qual super	15.71	2.00	14.15	12.07
Grade 7 - qual super	16.93	2.00	14.15	12.07
Grade 8 - qual super	18.15	2.00	14.15	12.07
Grade 9 - qual super	18.77	2.00	14.15	12.07
Grade 10 - qual super	20.60	2.00	14.15	12.07
APPRENTICES	\$	\$	\$	\$
Indentured 1 st Year	5.82	0.50	10.75	4.66
Indentured 2 nd Year	7.69	0.75	11.70	6.15
Indentured 3 rd Year	10.67	1.40	13.00	8.54
Indentured 4 th Year	12.18	1.90	13.90	9.74
Trainee 1 st Year	6.56	0.50	10.75	5.25
Trainee 2 nd Year	8.64	0.75	11.70	6.91
Trainee 3 rd Year	11.67	1.40	13.00	9.34
Trainee 4 th Year	12.77	1.90	13.90	10.22



- Notes:
1. The wage increases are payable from the first full pay period on or after the dates specified.
 2. Fares and travelling allowances (where applicable) are payable in addition to these rates.

Effective Date: First Pay Period on or after 1 February 1998

CLASSIFICATION	All Purpose hourly rate	Productivity Allowance	Daily Average Excess Fares Allowance	Daily Average Excess Travel Time
	\$	\$	\$	\$
Grade 1	13.04	1.60	8.00	9.60
Grade 2	13.73	1.70	8.00	10.20
Grade 3	14.40	1.80	8.00	10.80
Grade 4	15.09	1.90	8.00	11.40
Grade 5 - unlicensed	16.07	2.00	8.00	12.00
Grade 5 - cert of regn	16.46	2.00	8.00	12.00
Grade 5 - qual super	16.80	2.00	8.00	12.00
Grade 6 - qual super	17.49	2.00	8.00	12.00
Grade 7 - qual super	18.65	2.00	8.00	12.00
Grade 8 - qual super	20.21	2.00	8.00	12.00
Grade 9 - qual super	20.89	2.00	8.00	12.00
Grade 10 - qual super	22.94	2.00	8.00	12.00
APPRENTICES	\$	\$	\$	\$
Indentured 1st Year	6.48	0.50	8.00	4.84
Indentured 2nd Year	8.56	0.75	8.00	6.37
Indentured 3rd Year	11.88	1.40	8.00	8.88
Indentured 4th Year	13.56	1.90	8.00	10.13
Trainee 1st Year	7.30	0.50	8.00	5.45
Trainee 2nd Year	9.61	0.75	8.00	6.58
Trainee 3rd Year	12.99	1.40	8.00	9.71
Trainee 4th Year	14.22	1.90	8.00	10.62

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Effective Date: First Pay Period on or after 1 August 1998

CLASSIFICATION	All Purpose hourly rate	Productivity Allowance	Daily Average Excess Fares Allowance	Daily Average Excess Travel Time
	\$	\$	\$	\$
Grade 1	13.59	1.60	8.00	9.60
Grade 2	14.30	1.70	8.00	10.20
Grade 3	15.00	1.80	8.00	10.80
Grade 4	15.72	1.90	8.00	11.40
Grade 5 - unlicensed	16.74	2.00	8.00	12.00
Grade 5 - cert of regn	17.15	2.00	8.00	12.00
Grade 5 - qual super	17.50	2.00	8.00	12.00
Grade 6 - qual super	18.22	2.00	8.00	12.00
Grade 7 - qual super	19.63	2.00	8.00	12.00
Grade 8 - qual super	21.05	2.00	8.00	12.00
Grade 9 - qual super	21.76	2.00	8.00	12.00
Grade 10 - qual super	23.89	2.00	8.00	12.00
APPRENTICES	\$	\$	\$	\$
Indentured 1st Year	6.75	0.50	8.00	4.84
Indentured 2nd Year	8.92	0.75	8.00	6.37
Indentured 3rd Year	12.37	1.40	8.00	8.88
Indentured 4th Year	14.12	1.90	8.00	10.13
Trainee 1st Year	7.60	0.50	8.00	5.45
Trainee 2nd Year	10.01	0.75	8.00	6.58
Trainee 3rd Year	13.53	1.40	8.00	9.71
Trainee 4th Year	14.81	1.90	8.00	10.62

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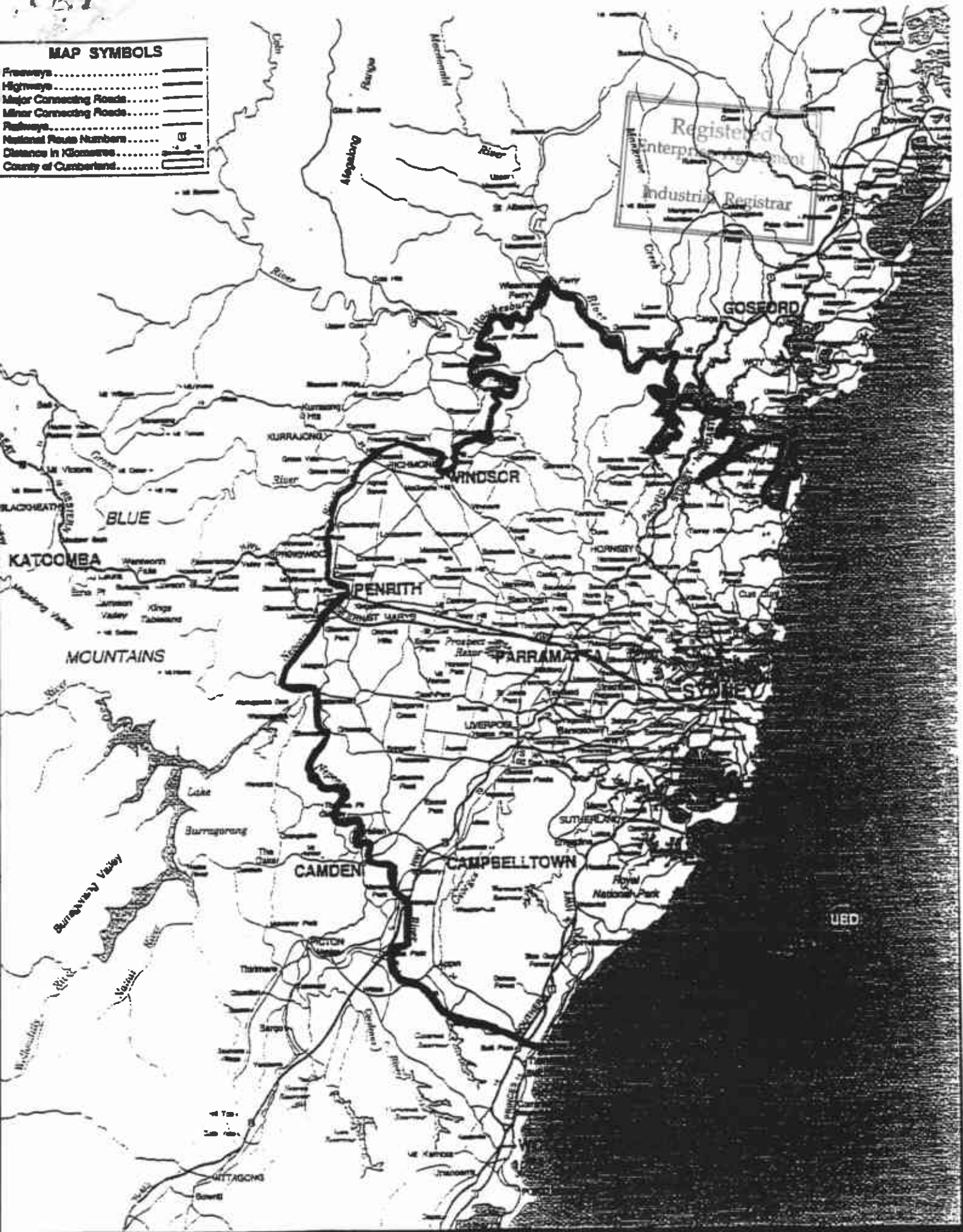
Effective Date: First Pay Period on or after 1 February 1999

CLASSIFICATION	All Purpose hourly rate	Productivity Allowance	Daily Average Excess Fares Allowance	Daily Average Excess Travel Time
	\$	\$	\$	\$
Grade 1	14.75	1.60	8.00	9.60
Grade 2	15.53	1.70	8.00	10.20
Grade 3	16.29	1.80	8.00	10.80
Grade 4	17.06	1.90	8.00	11.40
Grade 5 - unlicensed	18.17	2.00	8.00	12.00
Grade 5 - cert of regn	18.61	2.00	8.00	12.00
Grade 5 - qual super	19.00	2.00	8.00	12.00
Grade 6 - qual super	19.78	2.00	8.00	12.00
Grade 7 - qual super	21.32	2.00	8.00	12.00
Grade 8 - qual super	22.85	2.00	8.00	12.00
Grade 9 - qual super	23.63	2.00	8.00	12.00
Grade 10 - qual super	25.94	2.00	8.00	12.00
APPRENTICES	\$	\$	\$	\$
Indentured 1st Year	7.33	0.50	8.00	4.84
Indentured 2nd Year	9.68	0.75	8.00	6.37
Indentured 3rd Year	13.43	1.40	8.00	8.88
Indentured 4th Year	15.33	1.90	8.00	10.13
Trainee 1st Year	8.25	0.50	8.00	5.45
Trainee 2nd Year	10.87	0.75	8.00	6.58
Trainee 3rd Year	14.70	1.40	8.00	9.71
Trainee 4th Year	16.08	1.90	8.00	10.62



MAP SYMBOLS

Freeways	
Highways	
Major Connecting Roads	
Minor Connecting Roads	
Railways	
National Route Numbers	
Distance in Kilometres	
County of Cumberland	



UED