

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/121

TITLE: ABB Australia (Orica Site) Enterprise Agreement 2002-2003

I.R.C. NO: 2002/489

DATE APPROVED/COMMENCEMENT: 7 February 2002

TERM: 31 December 2003

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA00/326

GAZETTAL REFERENCE: 26 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged under the Electrical Electronic and Communications Contracting Industry (State) Award 1992

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



**ABB Australia Pty Limited
ORICA SITE
ENTERPRISE AGREEMENT, 2002-2003**

1. INTRODUCTION

This Agreement has been jointly developed by ABB Australia Pty Limited, its employees and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Division, NSW Divisional Branch with the purpose of developing and implementing workplace reform strategies so as to produce a continuous improvement environment aimed directly at improving the competitiveness of the Company within the marketplace, thus delivering projects on time and within budget along with job satisfaction and security for employees.

2. TITLE

This Agreement shall be known as the ABB Australia (Orica Site) Enterprise Agreement, 2002-2003.

3. DEFINITIONS

For the purpose of this Agreement:

- **"Agreement"** means this Enterprise Agreement.
- **"Company"** means ABB Australia Pty Ltd., *Building Services Division*
- **"Employee"** means an employee of the Company performing work within the scope of this Agreement.
- **"NECA"** means the National Electrical Contractors Association.
- **"Parent Award"** means the Electrical ^{*Electronic Communications*} Contracting Industry (State) Award 1992.
- **"Unlon"** means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Division, NSW Divisional Branch (CEPU).



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.
- Establishing and 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.
- To implement a training skills enhancement program consistent with the provisions of the Parent Award and this Agreement for all employees.
- To substantially reduce disputation and eventually eliminate lost time due to disputation.

5. PARTIES BOUND

This Agreement shall be binding upon:

- Building Services Division*
- a) ABB Australia Pty Ltd; and
 - b) All employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award; and
 - c) The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Division, NSW Divisional Branch.



6. APPLICATION OF AGREEMENT

This Agreement applies to the Company in respect of all employees who are engaged pursuant to the Parent Award and who are engaged at the Orica Site Port Botany.

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

7. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation from the date of certification and remain in force until 31 December, 2003.

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

8. NO EXTRA CLAIMS

The Employees and the Union shall not pursue any extra claims, either Award or over Award for the life of the Agreement. Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the company until the Agreement's nominal expiry date has passed. Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement.

9. 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, Plant or Enterprise.

10. CONDITIONS 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 skill, competence and training; and

- iii) understand that termination of employment will be based on job requirements and skills and that the principle of "last on - first off" will not apply. It is the needs and requirements of the Company, together with the efforts, skills and abilities of the employee which will be the determining factors regarding the retrenchment of employees. 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) provide and maintain an adequate kit of tools in accordance with Parent Award requirements; and
 - vi) 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 week's notice or payment in lieu thereof.
 - c) The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.

11. DISPUTE SETTLEMENT PROCEDURE

The parties agree that one of the fundamental objectives of this Agreement is to eliminate lost time in the event of a dispute. Further that it is in the best interests of both parties to achieve prompt resolution of disputes.

The most effective procedure to achieve this, is for the responsibility for resolution to remain as close to the source as is possible, it is with this uppermost in mind that the parties agree to strictly adhere to the dispute settlement procedure as follows:

- a) The employee/s or accredited employees representative wishing to raise any matter affecting the employee/s shall:
 - i) initially raise the matter with the employee/s immediate supervisor/foreperson. If agreement is not reached at this level, the employee/s or representatives 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 or his/her nominee 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 conciliation and/or arbitration.

- d) Whilst the above procedure is being effected, work shall continue normally.
- e) All recommendations, orders and/or directions of the Australian Industrial Relations Commission shall be strictly observed by all parties subject to the industrial rights of the parties.

12. CONSULTATIVE MECHANISM

The parties agree that a precondition for the effective operation of the Agreement is the establishment of consultative mechanisms with the Company. To this end, a Consultative Committee, comprising of Company appointed representatives and employee elected representatives shall be established and maintained. The purpose of the Consultative Committee shall be to consult, develop, recommend and assist to implement strategies and measures designed to achieve the objectives outlined 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 this Agreement following consultation and agreement between the Company and the majority of affected site personnel so as to provide greater flexibility and to meet project and/or shift work or operational requirements. The criteria that will be used in assessing the desirability of proposed changes to hours of work will include the impact on efficiency, operational and project requirements, productivity, quality and quality of life.

The parameters for ordinary hours for the purpose of this Agreement shall be an average of 38 hours per week and shall be between 6.00am and 6.00pm on any or all of the days Monday to Friday. The ordinary hours of work shall be worked continuously except for meal breaks. Different methods of implementation of the hours of work may be applied to various groups or sections of employees by agreement.

Staggered starting and finishing times may be introduced by agreement with employees at the site to help overcome any problems or potential delays. As a consequence, breaks taken during the course of the day shall also be staggered.

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

Shift Work

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

Starting

Employees shall be at the nearest gang box or site shed dressed and equipped and ready to commence work at the work start time. Wash up time shall occur after the finish time.



14. WAGES

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

These wage increases will be in lieu of any other increases granted by the Australian Industrial Relations Commission during the term of this Agreement except that should the Parent Award's all purpose hourly wage rates exceed the rates under this Agreement, employees shall be paid at the higher hourly rate.

15. 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 disadvantage 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.

16. SUPERANNUATION

The Company will pay superannuation contributions into the NESS No.1 Superannuation Scheme (or C+BUS where appropriate) for each employee. It is hereby agreed that this superannuation fund will be the sole fund utilised under this agreement. 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 \$70 per week worked.

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

17. REDUNDANCY

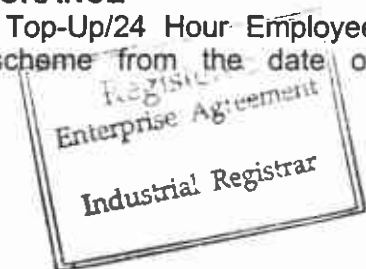
Redundancy will be paid strictly according to the provisions of the Electrical Contracting Industry Redundancy and Technological Change (State) Award with the exception that this award shall apply notwithstanding that employment is terminated by the Company due to the ordinary and customary turnover of labour.

Upon commencement of this Agreement, the Company will make contributions to MERT on behalf of employees (other than apprentices and trainees) at the following rates:

- From date of agreement, at the rate of \$57.50 per week worked;
- From 1 April 2002, at the rate of \$60.00 per week worked;
- From 1 October 2002, at the rate of \$62.50 per week worked;
- From 1 April 2003, at the rate of \$65.00 per week worked;
- From 1 October 2003, at the rate of 67.50 per week worked;

18. 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.



19. CLOTHING

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

- a) Two sets of shorts, overalls or trousers bib and brace, or any combination of clothing as agreed between the employees and the Company which shall be replaced on a fair wear and tear basis;
- b) Safety boots will be replaced on a fair wear and tear basis.
- c) A jumper, or in the case of employees engaged upon construction work, a bluey jacket, which shall be replaced on a fair wear and tear basis.

20. TRANSFER OF LABOUR

If a halt to productive work occurs which is not the fault or the responsibility of the Company, the parties agree that employees can be relocated to other unaffected areas to continue productive work or to other sites if work is available. 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 electrical contracting industry and the need for employees to understand those changes and have the necessary skill requirements to keep the Company at the forefront of the industry.

The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- 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.

Taking into account:

- The current and future skill needs of the Company.
- The size, structure and nature of the Company.
- The need to develop vocational skills relevant to the Company and the Electrical Contracting Industry.

Where, by agreement between the employee and employer, an employee undertakes training providing skills which are not a company specific requirement, any time spent in the completion of this training shall be unpaid.



22. WET WEATHER PROCEDURE

In the event of wet weather, work in the open will continue until the particular work in hand can no longer be done safely and efficiently.

Whilst it is raining, employees will be required to:

- Continue to work under cover or relocate to alternative work under cover, on site.
- Obtain materials and services for employees working under cover where there is only minimal exposure to inclement weather.
- When required, perform emergency and safety work. In addition, work on unexpected breakdowns which can be corrected in limited time duration.

Should a portion of the project be affected by wet weather, all other employees not so affected shall continue working in accordance with award conditions, regardless that some employees may be entitled to cease work due to wet weather.

If a halt to productive work occurs due to inclement weather, the parties agree that employees may be relocated to other unaffected sites.

Where the above steps are not possible, affected employees may be required to attend tool box meetings, work planning sessions or skills development activities, all of which will count as productive time for payment purposes.

23. PAYMENT OF WAGES

Wages will be paid weekly 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.

The ongoing standardization of company payroll procedures may require the payday to be varied during the life of this agreement.

24. MAJOR CONTRACT WORKS

Major project and major shutdown works will be performed under the ABB Industry Electrical Contracting Industry EBA for Construction work.

After completing the major project or major shutdown work, the employee will return under the same conditions that they were previously covered under, the Agreement.

25. PICNIC DAY

In accordance with picnic day provisions, the Company shall require from an weekly hire 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.



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 its customer. This requires the Company to establish and maintain, implement, train and continuously improve its procedures and processes, and the employees to follow the procedures, document their compliance and participate in the improvement process. In particular, this will require employees to regularly and reliably fill out documentation and checklists to 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. 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 who have an enterprise agreement with the union signatory to this Agreement.

31. GROUP TRAINING COMPANIES

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

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



32. TOTAL LEAVE

Total Leave is in consideration of Annual Leave, 17.5% Annual Leave Loading, Sick Leave, Bereavement Leave, Statutory Holidays, Picnic Day, Family/Carers Leave and Rostered Day's Off

32.1 Total Leave Concept and Accrual

The Total Leave Concept and Accrual is intended to be an authorised leave package' which a weekly hired employee can draw from.

The following entitlements shall form part of the total leave package.

a) Annual leave 152 hours

Annual leave loading 26.6 hours which is recognition of and as compensation for the 17.5% annual leave loading.

Sick leave & Bereavement leave of 64 hours.

Statutory holidays & Picnic day of 80 hours.

Total leave 296 hours

plus loading on A/L 26.6 = 322.6 hours (plus RDO accrual as referred to at b) below)

Total leave is accrued weekly at the rate of 6.21 hours per week for each completed week of service. Total leave shall be accrued on authorised paid absences and authorised unpaid absences. Total leave is not accrued whilst an employee is on unauthorised absence. The rate of reduction for the weekly rate of accrual is .16343 hours per hour absent. This reduction rate is calculated by dividing 6.21 hours by 38, ($6.21 \div 38 = .16343$)

b) Rostered day off (RDO) accrual adds into the total leave package. Employees who's working hours are 8 ordinary per day shall accumulate .4 hours (5 percent per hour) per 8 hour paid day added weekly to the employees total leave accrual. This arrangement maintains the 38 hour per week for ordinary hours worked, and the 38 hour average pay requirement.

Accrued time need not be taken off during the current work cycle.

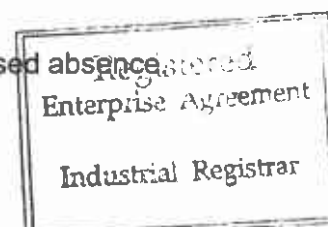
32.2 Method of Taking Leave

When you apply for leave, you must give one (1) weeks written notice (or less if mutually agreed) except in the case of Paid Time Off taken as sick leave. Application for Paid Time Off, other than sick leave, shall be via a leave application form.

When you intend to utilise Paid Time Off for sick leave purposes, to be entitled to payment you must notify the employer prior to the commencement of the shift, unless there are exceptional reasons that make such notification impracticable, that you are sick and the expected duration of the absence.

A Doctors certificate shall be supplied on request.

Paid Time Off paid as sick leave is regarded as an authorised absence



32.3 Utilisation of Total Leave

An employee may utilise Total Leave as follows:

a) Total Leave (as Sick Leave)

The employee may take sick leave as required. For every day of sick leave used one day of Total Leave is deducted or part thereof.

b) Total Leave (as Paid Time Off)

Total Leave can be used for any period of authorised absence. On each occasion total Leave is used the employee accrual is reduced by the period of authorised absence.

c) Typical examples of where employees may be required by the company to take Total Leave (as Paid Time Off)

i) Total Leave (as building Industry RDO's)

Total Leave is required to be taken on building industry sites which have a nominated monthly RDO where:

- The site is closed for work
- The site is deemed closed for work where insufficient supervision and services.

ii) Total Leave (as Statutory holidays)

Total Leave is required to be taken on Statutory holidays where:

- The site is closed for work
- The site is deemed closed for work where insufficient supervision and service

Statutory Holidays will generally be observed as a day off as has been the usual practice of the Company.

iii) Total Leave (where insufficient work)

Due to a shortage of work or at Christmas time, the Company may direct individual employees or groups of employees to take Total Leave. In such circumstances the Company shall provide employees two weeks notice.

32.4 Total Leave (rate of pay)

Total leave when claiming leave shall be paid at the employees current "ordinary rate" of pay immediately prior to the taking of Total Leave.

The employee will receive a statement of their total leave balance on their pay slip on a weekly basis

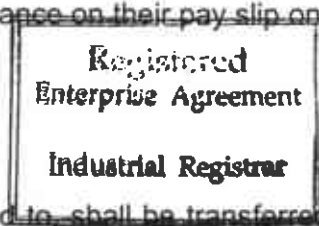
32.5 Treatment of pre existing accruals

i) Pre existing annual leave accrual

Accrual balance held in annual leave on a date to be agreed to, shall be transferred into the Total Leave account at the rate of 1 hours annual leave converting to 1.175 hours total leave. This amount includes the 17.5% leave loading.

ii) Pre existing rostered day accrual

Accrual balance in RDO's on a date to be agreed to, shall be transferred into the Total Leave account



iii) Pre existing sick leave accrual

Accrual balance held in sick leave on a date to be agreed to, shall be held as a sick leave entitlement that can be drawn upon where sick leave claimed from Total Leave in any year exceeds 64 hours.

32.6 Total Leave (Annual Advance Payment)

In consideration of additional hours being accrued weekly by employees under the "Total Leave concept" i.e. 64 hours sick leave and 26.6 hours annual leave loading, employees may request payment of two weeks or an agreed amount of total leave accrual prior to Christmas each year without time off

Payment in lieu of leave shall be deducted from an employees Total Leave accrual.

32.7 Total Leave (as termination pay)

Untaken Total Leave shall be paid on termination

32.8 Total Leave Definitions

"Total Leave" - Accumulation of: Annual Leave
Annual Leave Loading
Sick Leave
Bereavement Leave
Rostered Day Off Accrual
Statutory Holidays & Picnic Day.
Family/Carers Leave.



Note. "Total Leave" may also be referred to as Paid Time Off (PTO)

"Day" - One day is defined as 8.00 ordinary hours; taking of leave is by the day or part thereof. .4 hours RDO accrual is deducted from the 8 hours. (therefore paying $7.6 \times 5 = 38$ hours average pay)

Where employees work on locations where the daily ordinary hours are greater or less than 8 hours as prescribed above , then those hours will be deemed as the "Day" hours.

For the purpose of the Total Leave clause Sick Leave is Total Leave taken as sick leave.

"Authorised Absence" - Approved Total Leave of any form.

"Unauthorised Leave" - Leave taken without approval and unpaid; e.g. Sick Leave unpaid as doctors certificate is not provided or any industrial action including strikes, bans, and limitations.

The company reserves the right to decline multiple "single day" leave requests (during a month) for individual employees.

The provisions of the "Total Leave" clause of this agreement are in lieu of the following award provisions: Clauses 14.2.2, 14.2.3, 14.2.4, 14.2.5, 19.5.1.2.1, 19.5.1.2.2, 19.5.2, 19.6, 19.7, 19.8, 21.1, 21.2, 21.4.3, 22.9.2, 23., 24., 25.3, (**relevant to Annual Leave, Leave Loading, Sick Leave, Bereavement Leave, Public Holidays, Picnic Day and Rostered Days Off**), in their entirety.

32.9 Part Time Employees

Part-Time employees shall be entitled to receive pro-rata entitlement to Total Leave.

32.10 Shift Workers

Additional Total Leave provisions shall be determined in respect of shift workers based on their shift pattern worked.

32.11 Casual Employees

A casual employee is not eligible for the weekly accrual of Total Leave, other than for the accruing of Total Leave in respect of RDO's as referred to at item 33.1(b) of this clause.


Annual leave for casuals is paid out weekly.

33. RENEWAL OF AGREEMENT


Discussions will take place no later than 8 weeks prior to the expiry of this Agreement to renegotiate a future agreement.



34. SIGNATORIES

Signed by:  Date: 9/1/2002

For and on behalf of ABB Australia Pty Ltd.

Signed by:  Date: 22-1-02

For and on behalf of the Communications, Electrical, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Division, NSW Divisional Branch.



Schedule A

Classification	4% from 1/1/02	4% from 1/1/03
	All-Purpose Hourly rate	All-Purpose Hourly rate
Trades Assistant	20.3748	21.1898
Unlicenced Electrician	23.3345	24.2679
Licenced Electrician or Instrument	24.2202	25.1891
Licenced Electrician and Instrument	25.1063	26.1106
Licenced Leading Hand	25.1673	26.1740
Apprentices		
Indentured 1st year	10.3478	10.7617
Indentured 2nd year	13.4572	13.9955
Indentured 3rd year	18.2407	18.9703
Indentured 4th year	21.3500	22.2040

Employees working at the Orica site shall receive an All purpose hourly wage rates listed above based on a "TOTAL WAGE RATE".

The "TOTAL WAGE RATE" payable for individual classifications comprehends all award entitlements, including base rate, supplementary payments, construction allowance, special allowance, tool allowance (as applicable), excess travel time, excess fares, site special rates/disabilities (such as height, confined spaces, hot places etc.), and shall apply as an all purpose payment.

