

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/77

**TITLE:** Resolve Engineering Pty Ltd Enterprise Agreement NSW 2002

**I.R.C. NO:** IRC3/915

**DATE APPROVED/COMMENCEMENT:** 11 March 2003

**TERM:** 11 March 2005

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 23 May 2003

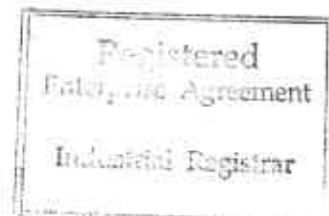
**DATE TERMINATED:**

**NUMBER OF PAGES:** 14

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of Resolve Engineering Pty Ltd, a division of Tyco, located on the AMP building sites and who are covered by the callings and classifications of the Electricians, &c (State) Award, Plumbers and Gasfitters (State) Award and Metal, Engineering and Associated Industries (State) Award.

**PARTIES:** Resolve Engineering Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch



# RESOLVE ENGINEERING PTY LTD

## ENTERPRISE AGREEMENT - NSW 2002

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**1. Title**

This Agreement shall be known as the "RESOLVE ENGINEERING PTY LTD NSW COMMERCIAL/RETAIL ENTERPRISE AGREEMENT"

**2. Parties and Persons Bound**

This agreement shall be binding upon Resolve Engineering Pty Ltd, a division of Tyco, (*employer*) the Australian Manufacturing Workers' Union, New South Wales and the Communications, Electrical, Plumbing Union, NSW Electrical Divisional Branch (*the union*) its officers and New South Wales employees (*employees*) of the employer, eligible to be members of the union.

**3. Area and Scope**

This Agreement shall apply to employees of the employer located on the AMP building sites and who are covered by the callings and classifications of the said awards.

**4. Objectives**

The objectives of this Agreement are to:

- 4.1 Increase the efficiency of the employer by the effective utilisation of the skill and commitment of the employer's employees;
- 4.2 Improve the living standards, job satisfaction and continuity of the employer's Employees by improving upon existing award and industry standard;
- 4.3 Create a cooperative and productive industrial relations environment;
- 4.4 Provide workers with more varied and fulfilling jobs;
- 4.5 Promote the continued skill formation of workers;
- 4.6 Maintain a safe working environment;
- 4.7 Establish effective communications between the Employer and its workers to ensure that the workforce and their Union representative are kept fully informed and have an input into decision making that effects the work environment and the future employment of workers with the Employer;
- 4.8 Maintain and continue the integrity of trade training and adequate numbers of tradespeople through apprenticeships/contracts of training;
- 4.9 Maintain the highest possible standards of facilities management, with a view to enhancing the environment, to efficiently use resources and to ensure the preservation of life and property without exceeding the conditions of order or contract.
- 4.10 To ensure client satisfaction in the provision of services.



**5. Period of Operation**

- 5.1 This Agreement shall remain in force for two (2) years from the certification date.
- 5.2 This Agreement shall be registered in the New South Wales Industrial Relations Commission under the *Industrial Relations Act 1996*.

**6. Relationship between this Agreement and the Parent Awards**

- 6.1 The *Electricians & c. (State) Award, Plumbers & Gasfitters (State) Award* and *Metal, Engineering and Associated Industries (State) Award* as varied from time to time, shall be read in conjunction with this Agreement.
- 6.2 The terms of this Agreement shall prevail over the terms of the Parent Awards to the extent of any express inconsistency.

**7. Wages**

In recognition of the productivity measures identified herein, a 5% pay increase shall apply from the first pay period on or after 1 September 2002 for a period of 12 months, with 2% of this being in recognition of delay in payments during the acquisition stage. A 4% pay increase shall be payable on the first pay period on or after the 1 September 2003 on the current weekly wage. The increases are provided in clause 18 – Classifications.

**8. Superannuation**

The Employer will pay superannuation contributions into a nominated Superannuation Fund for each employee. It is hereby agreed that this Superannuation Fund or other agreed equivalents will be the funds 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 as per the *Superannuation Guarantee (Administration) Act*. In addition to the statutory amount, employees shall also receive a fixed Superannuation Fund Equalisation Allowance "SFEA" paid as per the employee's nomination.



**9. Dispute Settlement Procedure**

9.1 The procedure outlined in Appendix 1 shall apply.

**10. Consultative Mechanisms**

10.1 The parties agree that a precondition for the effective operation of this agreement is the establishment of agreed consultative mechanism with the Employer. The consultative mechanism shall be established in accordance with the guidelines set out in Appendix 2 hereto.

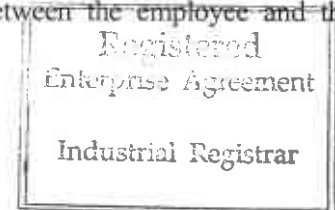
10.2 The committee will consist of equal numbers of management and employee representatives.

10.3 Employee representatives will be elected at a meeting who are covered by this Agreement.

10.4 Any dispute shall be dealt with in accordance with the Dispute Settlement Procedures outlined in Appendix 1.

**11. Staff Modular Development Program**

The Company is committed to developing a skills development program based on the acquisition of skills through accredited training and transfer of internal knowledge. This Program shall be modular and focus on an array of technical and non-technical skill development for employees. The needs of the employee in formulating such a program shall be agreed ~~between the employee and their supervisor/manager.~~



**12. Vehicles**

12.1 The employer provides vehicles to relevant employees to carry out their work function, if required. It is the responsibility of the vehicle driver to ensure the vehicle is maintained regularly and kept in a secure clean state in accordance with company policy and behave in a responsible manner when in control of a company vehicle. The private use of a company vehicle is to be minimised within New South Wales area, however travel outside New South Wales the employee's prescribed area of operations is not permitted unless authorised by the Contracts Manager.

12.2 In accordance with the Vehicle Policy, any traffic offence committed while in control of a vehicle, including parking fines, is the sole responsibility of the driver. All accidents should be reported immediately to the police and to your Manager. No liability is to be admitted at any time.

12.3 The employer will reimburse any parking fees reasonably incurred in carrying out your duties.

**13. Uniforms**

13.1 Uniforms must be worn at all times. They are to be maintained in a clean and presentable manner.

13.2 Uniforms will be replaced due to fair wear and tear at any time providing the redundant uniform is handed in for replacement. A regular issue of clothing therefore will not be required.

13.3 New employees who join the Company shall receive a minimum of two (2) shirts, two (2) pants and one (1) pair of boots after the completion of the first three (3) months of service. Thereafter clause 13.2 shall apply.

13.4 Replacement of uniforms would be on a fair and reasonable basis to ensure all employees are presented in a professional manner.

#### 14. Leave

14.1 Long Service Leave is administered in accordance with the *NSW Building & Construction Industry Long Service Payments Act 1986*.

14.2 Employees shall receive 10 days per annum sick leave accruing on a weekly pro-rata basis. All conditions associated with the taking and granting of this leave shall be in accordance with the Award.

14.3 The Company may grant paid Family Leave where an Employee is unable to attend for work due to special circumstances.

(a) Such special leave shall include:

(i) the death of a close relative or close friend

(ii) Illness of a child, partner or parent, or other dependent of the Employee; absence of a child's carer, or unforeseen closure of a child's school

(iii) other unforeseen occasions considered appropriate at the discretion of the line manager.

(b) The total amount of paid Family Leave which may be granted will not exceed a total of three days per annum. A further two days may be taken from the Employee's existing sick leave accrual.

(c) Any unused leave will not accumulate from year to year.

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#### 15. Redundancy

15.1 Existing employees at 3 May 2001 shall have their current severance payments preserved with no further accrual from the commencement of the Agreement. Employees with less than 52 weeks severance pay at the commencement of this Agreement shall continue to accrue two (2) weeks pay for each year of service with a total payment capped at 52 weeks pay.

15.2 Employees who are employed post 3 May 2001 shall receive two (2) weeks pay for each completed year of service with a total amount including notice capped at 20 weeks. Employees who are over the age of 45 years shall receive 2 weeks for each year of service with a total amount including notice capped at 26 weeks pay.

15.3 Employees offered and who take up positions due to a restructure or transmission of business and such an offer of employment is on similar terms and conditions as their existing employment will not for the purposes of this agreement or applicable award be considered as redundancy. In such an event, all existing entitlements in this Agreement shall transfer with the employee.

#### 16. Hours of Work/Rostered Day Off

16.1 The ordinary hours of work shall be 38 each week performed between the hours of 6am to 6pm Monday to Friday.

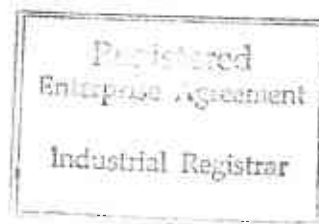
- 16.2 If agreed between employees and the employer, the following option shall be available for the taking of Rostered Days Off (“RDOs”).
- 16.3 Payment of RDOs – Employees who choose this option will work 40 hours per week and be paid for 38. The 2 hours difference will accrue until the employee accrues 8 hours. The employee will be entitled to one paid day off per monthly working cycle, to be taken in accordance with the process agreed between the relevant Manager and employees.

**17. Use of Labour Hire and Casuals**

The Employer may require casuals or short-term hire to meet peak periods of operation. Such periods will not extend further than six (6) months before the employer will review the requirements of the position. Incumbent casuals and short-term hire personnel will be invited to apply for positions in line with company recruitment policy.

**18. Classifications**

18.1 All Employees shall be classified as one of the following:



(a) The weekly wage rates applicable to all non-trades Employees for the duration of the Agreement will be as follows:

| Level                             | Current Weekly Wage | Weekly Wage From pay period on or after 1 Sept 02 | Weekly Wage From pay period on or after 1 Sept 03 |
|-----------------------------------|---------------------|---|---|
| Facilities Service Person Level 1 | 476.17              | 499.98  | 519.02  |
| Facilities Service Person Level 2 | 507.52              | 532.90  | 553.19  |
| Facilities Service Person Level 3 | 536.56              | 563.39  | 584.85  |
| Facilities Service Person Level 4 | 557.46              | 585.33  | 607.63  |
| Facilities Service Person Level 5 | 580.69              | 609.72  | 632.95  |

(b) The weekly wage rates applicable to all trades Employees for the duration of the Agreement will be as follows:

| Level                             | Current Weekly Wage | Weekly Wage From pay period on or after 1 Sept 02 | Weekly Wage From pay period on or after 1 Sept 03 |
|-----------------------------------|---------------------|---|---|
| Facilities Service Person Level 1 | 580.69              | 609.72  | 632.95  |
| Facilities Service Person Level 2 | 609.73              | 640.22  | 664.60  |
| Facilities Service Person Level 3 | 638.76              | 670.70  | 696.25  |
| Facilities Service Person Level 4 | 667.80              | 701.19  | 727.90  |

(c) The weekly wage rates applicable to all workshop supervisory Employees for the duration of the Agreement will be as follows:

| Level                             | Current Weekly Wage | Weekly Wage From pay period on or after 1 Sept 02 | Weekly Wage From pay period on or after 1 Sept 03 |
|-----------------------------------|---------------------|---|---|
| Facilities Service Person Level 1 | 726.92              | 763.26  | 792.34  |
| Facilities Service Person Level 2 | 761.53              | 799.60  | 830.06  |
| Facilities Service Person Level 3 | 796.15              | 835.96  | 867.80  |
| Facilities Service Person Level 4 | 844.60              | 886.83  | 920.61  |

- 18.2 The allowance component of the weekly wage rate for workshop supervisory Employees will not be included in their weekly wage rate for the purpose of calculating any future weekly wage increases.
- 18.3 The parties have agreed that upon signing of this Agreement, the weekly wage rate for each of job classification grades will increase, effective as of the first pay period on or after the commencement of this Agreement. The weekly wage rates set out in this clause are already inclusive of this wage increase.
- 18.4 The Employer shall commit to reviewing and restructuring the current wages classifications to allow for career progression throughout the duration of this Agreement.

**19. Allowances**

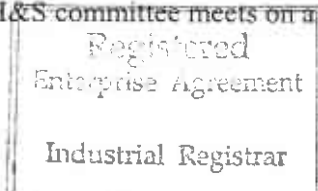
19.1 The weekly wage rate in clause 18, for each level of classified employees includes applicable award allowances. No allowances will be payable to any Employee during the term of this Agreement, except for a licence allowance payable to trades employees who are electricians; and a licence and registration allowance payable to trades employees who are plumbers or gas fitters. For the duration of this Agreement, the licence and registration allowances will be paid at the following rate:

| <b>Electricians</b>               | <b>Rate Per Week</b> |
|-----------------------------------|----------------------|
| Electrician Grade A               | \$26.90              |
| <b>Plumbers and Gasfitters</b>    | <b>Rate Per Hour</b> |
| Plumbers or Gasfitters Licence    | \$0.62               |
| Drainers Licence                  | \$0.52               |
| Gasfitters and Drainers licence   | \$0.82               |
| Plumbers and Gasfitters licence   | \$0.82               |
| Plumbers and Drainers licence     | \$0.82               |
| Plumbers, Gasfitters and Drainers | \$1.13               |
| Plumbers Registration licence     | \$0.49               |

19.2 The allowances set out in clause 19.1 will not be included in a trade Employee's weekly wage rate for the purposes of calculating any future weekly wage increases.

**20. Occupational Health and Safety**

The parties agree to comply with the Policies and Procedures set out in the Tyco Services OH&S Manual and as required by legislation. Disputes regarding OH&S will be dealt with in line with Appendix 2 clause 1.2.9 of this agreement. The OH&S committee meets on a regular basis to discuss OH&S matters.



**21. No Further Claims**

The Employer, Employees and Unions 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 within Appendix 1 of this Agreement.

**22. Electronic Funds Transfer**

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



**23. 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 and shall specifically be confined to the contracts outlined in clause 3.

**24. Performance Measurement**

An integral part of this Award is the requirement for the parties to develop and utilise productivity and efficiency indicators to be able to continually improve performance and the employer's market position.

These indicators by agreement can include:-

- (a) Lost Time
- (b) Waste
- (c) Rework
- (d) Plant and Equipment Life
- (e) QA Non-Conformances
- (f) Customer Complaints
- (g) Absenteeism
- (h) Program vs Actual Time Comparisons

**25. Mobile Phones**

Should an employee be authorised to use their own mobile phone, the Employer will pay for business related telephone calls only.

Mobile phones provided by the Employer are to be used for business related calls only. All calls are to be kept to a minimum time frame.

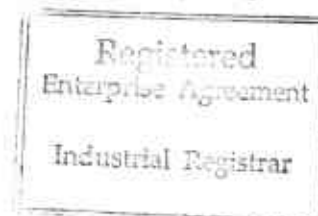
**26. Holidays**

In addition to the statutory public holidays, employees shall be entitled to take one (1) additional holiday per annum as either the union picnic day or another alternative day as agreed by the on-site Facilities Manager.

**27. Anti-Discrimination**

The parties to this EBA agree that:

- (a) it is their intention to achieve the principal object in paragraph 3(j) of the *Workplace Relations Act 1996*, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and



- (b) any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and
- (c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (d) nothing in these provisions prohibits:
  - (i) where the EBA is approved before 23 June 2000, the payment of junior rates of pay; or
  - (ii) any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
  - (iii) any discriminatory conduct (or conduct having a discriminatory effect) if:
    - (e) the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.



**28 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 customers. 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.

**29 Tools**

The parties agree that a necessary precondition for a productive and efficient workforce is to ensure that employees maintain and provide hand tools relevant to their respective trade.

**30 Delegates Training**

The employee delegate may make application to the Employer for paid leave to attend Union courses. The Employer's approval of an application for such leave is subject to the training courses being relevant, payment being at ordinary time and work requirements and needs on the site at the time.

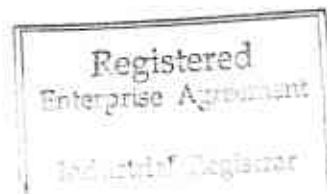
**31 Right of Entry**

Right of entry shall be in accordance with the Industrial Relations Act 1996.

## APPENDIX 1

### GRIEVANCE/DISPUTES SETTLEMENT PROCEDURES

- 1.1 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.
- 1.2 **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.
- 1.2.2 In the first instance, concerns and disputes should be resolved between the employee(s) affected and the appropriate supervisor.
- 1.2.3 If the matter remains unresolved, it may be referred to the on-site Facilities Manager for resolution.
- 1.2.4 If it cannot be resolved at this level, the Regional Manager may consult with the affected employee(s), the Facilities Manager and where necessary, seek the input of the consultative committee.
- 1.2.5 In these discussions, the affected employee (s) 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.
- 1.2.6 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.
- 1.2.7 Should the discussions fail to settle the dispute, the Union representative and/or official involved, may 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.
- 1.2.8 Failing a satisfactory settlement being achieved following the discussions outlined above, the dispute shall be referred to the Australian Industrial Relations Commission for conciliation or arbitration.
- 1.2.9 In the event the grievance or dispute relates to safety in the workplace the Supervisor shall refer the matter to the Tyco Services NSW OH&S Manager without delay for immediate review and advice to both parties. If an area is considered dangerous by any party that area shall be isolated with suitable signage and barricades until the issue has been resolved.



## APPENDIX 2

### 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 representatives must be elected by the employees at a meeting convened by employees covered by this Agreement.

#### 4. Meetings

Meetings shall be held in the first year of the Agreement every quarter or as required, but thereafter no less frequently than every six (6) months. All meetings shall be convened by the Chairperson/Secretary.

#### 5. Quorum

A quorum shall consist of not less than two (2) from each side.

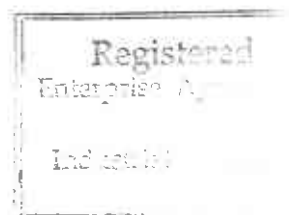
#### 6. Agenda

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 that 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 five (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.

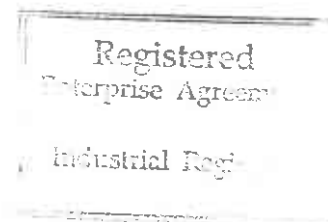
## 9. **Discrimination**

Management shall not dismiss 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 Employer 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 Employer employee representatives shall be entitled to reasonable paid time to attend training courses approved by the committee.

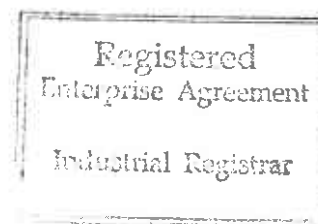
**14. Decision Making Process of the Committee**

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 award shall apply to any disputes that affect the Committee.



# SIGNATORY PAGE

Signed for and on behalf of Resolve Engineering Pty Ltd

Signature: [Signature]

Date: 29-11-02

Position: REGIONAL MANAGER  
GARRY BROWN

Witness: [Signature]

Signed for and on behalf of the Electrical Trades Union of Australia, New South Wales Branch

Signature: [Signature]

Date: 9.12.02

Position: SECRETARY

Witness: [Signature]

Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union

Signature: [Signature]

Date: 9 JAN 03

Position: [Signature]

Witness: [Signature]

