

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/85

**TITLE:** Com 10 International Pty Limited Enterprise Agreement 2004

**I.R.C. NO:** IRC4/545

**DATE APPROVED/COMMENCEMENT:** Approved 19 February 2004/Commenced 1 January 2004

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA00/146

**GAZETTAL REFERENCE:** 21 May 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 15

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to the employees of Com 10 International Pty Limited at the Company's NSW operations who fall within the coverage of the Com 10 Pty Limited Enterprise Award 1998

**PARTIES:** Com 10 International Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch

# COM 10 INTERNATIONAL PTY LTD ENTERPRISE AGREEMENT 2004

Clause No. Subject Matter

## TABLE OF CONTENTS

1. AIM OF THIS AGREEMENT
2. CHANGE, WORKPLACE REFORM AND CONSULTATIVE COMMITTEE
3. FORMAL MATTERS
  - 3.1 Title
  - 3.2 Scope and Persons Bound
  - 3.3 Application of Agreement
  - 3.4 Period of Operation
  - 3.5 Closed Agreement
4. RESPONSIBILITIES OF THE PARTIES
5. TRAVEL AND REASONABLE EXPENSES
  - 5.1 Private Motor Vehicle Travel
6. TOOLS
  - 6.1 Tool Allowance
7. WAGE RATES
  - 7.1 Weekly Wage Rates
  - 7.2 Team Leader
  - 7.3 Mixed Function
8. PAYMENT OF WAGES
9. FORMS OF EMPLOYMENT
  - 9.1 Permanent
  - 9.2 Fixed Term
  - 9.3 Full Time
  - 9.4 Part Time
  - 9.5 Casual
  - 9.6 Probationary Period of Employment
10. TERMINATION OF EMPLOYMENT
  - 10.1 Resignation
  - 10.2 Termination
  - 10.3 Summary Dismissal
  - 10.4 Abandonment of Employment
  - 10.5 Redundancy
11. DISRUPTION TO OPERATIONS - STAND DOWN
12. HOURS OF WORK - DAY WORKERS
  - 12.1 Meal Breaks
  - 12.2 Rostered Days off ("RDO")
13. OVERTIME
  - 13.1 Recall to Work
  - 13.2 Saturday Work
  - 13.3 Standing By
  - 13.4 Break During Overtime
  - 13.5 Meal Allowances
  - 13.6 Transport of Employees
  - 13.7 Reasonable Overtime
14. HOLIDAY AND SUNDAY WORK
  - 14.1 Prescribed Public Holidays
  - 14.2 Payment for work on a Public Holiday
  - 14.3 Absence Before or After a Public Holiday
  - 14.4 Payment for Work on Sundays
  - 14.5 Meal Allowance - Holidays and Sundays
15. SHIFT WORK
  - 15.1 Continuous Shift Workers

- 15.2 Non-Continuous shift work
- 15.3 Rosters
- 15.4 Roster Variations
- 15.5 Shift Allowances
- 15.6 Saturday Shifts
- 15.7 Overtime
  - 15.7.1 Continuous Shift Workers
  - 15.7.2 Non-Continuous Shift Workers
- 15.8 Holiday and Sunday Work - Shift Workers
  - 15.8.1 Holiday and Sunday Shifts
- 16. SICK/CARER'S LEAVE
- 17. INCOME PROTECTION INSURANCE
- 18. ANNUAL LEAVE
  - 18.1 Annual Leave Loading
    - 18.1.1 Day Work Employees
    - 18.1.2 Shift Work Employees
- 19. OTHER LEAVE
  - 19.1 Long Service Leave
  - 19.2 Bereavement Leave
  - 19.3 Parental Leave
- 20. UNION INFORMATION
- 21. PROTECTIVE CLOTHING AND EQUIPMENT
- 22. FIRST AID
- 23. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURE
- 24. SUPERANNUATION
- 25. CLASSIFICATION STRUCTURE REVIEW

APPENDIX A - ALLOWANCES

APPENDIX B - APPRENTICE WAGE RATES

APPENDIX C - RECLASSIFICATION GUIDELINES

SIGNATORIES

### **1. Aim of This Agreement**

The aim of this agreement is to perpetuate the cooperative efforts of the parties to improve the operational performance of the Company by continually improving productivity, efficiency, flexibility and adaptability in the workplace.

### **2. Change, Workplace Reform and the Consultative Committee**

In recognition of the continued commitment of the parties to introduce changes through consultation, the consultative committee will continue to operate, as in the past, to:

- (a) improve communication and understanding between the Company, its employees, and the CEPU;
- (b) promote a pleasant, safe and secure working environment;
- (c) assist the Company in producing and promoting high quality product to meet customers' needs;
- (d) assist in increasing productivity, efficiency and flexibility;
- (e) monitor the implementation of this Agreement.

### **3. Formal Matters**

#### 3.1 Title

This Agreement shall be known as the Com10 International Pty Limited Enterprise Agreement 2004 ("Agreement").

#### 3.2 Scope and Persons Bound

This Agreement is between Com10 Pty Limited ("the Company") and:

- (a) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union - Electrical Division - New South Wales Branch ("CEPU"); and
  - (b) Employees of the Company engaged in the classifications specified in the Agreement who are members or eligible to the members of the CEPU ("the Employees")
- and shall apply to the Company and Employees engaged from time to time in the Company's New South Wales operations.

#### 3.3 Application of Agreement

This Agreement shall be read in conjunction with the Com10 Pty Limited Enterprise Award 1998 ("Award") provided that this Agreement shall prevail over the Award to the extent of any inconsistency.

#### 3.4 Period of Operation

This Agreement shall operate for 2 years from 1st January 2004.

#### 3.5 Closed Agreement

While this Agreement is in affect, the parties shall make no extra claims of any kind. (Excludes claims for reclassification in accordance with Appendix C)

### **4. Responsibilities of the Parties**

- 4.1 The ability of the parties to achieve the aim of this Agreement partly relies upon the Company and Employees accepting and discharging their obligations and responsibilities to each other and to customers

4.2 The Company shall:

Place priority on Employees' safety and welfare;

Try to maintain a trusting, respectful, open and cooperative relationship with Employees;

Treat internal and external customers and the public in a business-like and courteous manner;

Encourage team work and a high level of Employees' involvement in the operations of the business;

Encourage innovation, initiative and continuous improvement;

Treat Employees equitably and with a concern for their rights and individual needs; and

Provide and encourage training and development consistent with the classification structure.

4.3 Employees shall:

Follow lawful and reasonable instructions at all times;

Comply with all Company policies as varied and communicated to employees from time to time;  
Act in good faith and cooperation at all times in support of the Company's goals and objectives;

Treat internal and external customers and the public in a business-like and courteous manner;

Perform quality work in a safe and responsible manner;

Work to the full scope of personal competence and training across all work processes;

Apply the highest standards of integrity, security and confidentiality to safeguard the business interests of the Company and its customers and, if required by the Company, execute a separate confidentiality agreement;

Ensure that personal and business interests do not conflict with responsibilities and duties to the Company;

Accept responsibility for personal development and seek opportunities to improve personal competence and performance; and

Treat other employees equitably and with concern for their rights and individual needs.

- 4.4 Employees shall do all work directed by the Company that is within their competence and training, even if the work is not part of their ordinary duties.
- 4.5 Employees shall perform work at higher levels of the classification structure, under supervision, as part of developing competence for progression to the higher levels.
- 4.6 Nothing in this Agreement is intended to remove or limit an Employee's obligations under common law.

## **5. Travel and Reasonable Expenses**

### **5.1 Private Motor Vehicle Travel**

Private vehicles may only be used to travel on Company business if they are comprehensively insured. A kilometre allowance shall be payable by the Company, at the rate prescribed by the Income Tax Assessment Act for vehicles in the 1601 to 2600 cc engine capacity range (currently 60.0 cents per kilometre), provided prior approval to use the vehicle is given by the Company.

5.1.2 Claims for travel shall be limited to the kilometres travelled (less the normal distance between home/work/home for travel originating from and/or ending at home) to a maximum cost of first class rail fares or normal economy airfares, whichever the Company considers appropriate.

5.1.3 The Company shall reimburse out-of-pocket expenses incurred by Employees whilst carrying out their duties. Receipts shall support claims.

## **6. Tools**

6.1 The Company shall continue to provide the tools that have been customarily required to carry out the work covered by this Agreement.

### **6.2 Tool Allowance**

For tools not customarily provided by the Company, and which the Company requires to be provided by trade persons and apprentices for the performance of their duties, and which are supplied by an Employee, a tool allowance shall be payable to the Employee by the Company; this allowance being paid for all purposes of this Agreement. The amount of tool allowance is set out in Appendix A.

## 7. Wage Rates

7.1 The following weekly wage rates shall apply:

Classification Level	Weekly rate as at 01.01.04	Weekly rate as at 01.01.05
C14	\$514.30	\$534.90
C13	\$540.80	\$562.40
C12	\$576.20	\$599.20
C11	\$609.20	\$633.60
C10	\$659.30	\$685.70
C9	\$692.10	\$719.80
C8	\$725.20	\$754.20
C7	\$758.20	\$788.50
C6	\$824.10	\$857.10
C5	\$856.40	\$890.70
C4	\$890.00	\$925.60
C3	\$956.00	\$994.20
C2a	\$988.60	\$1,028.10
C2b	\$1,055.00	\$1,097.20

The wage rates for apprentices are set out in Appendix B of this Agreement

7.2 Team Leader

A team leader is an Employee who is appointed by the Company from time to time or on a permanent basis, to be in charge, lead and coordinate a team of 4 or more other Employees and their activities. In addition to their classification rate of pay, a team leader shall receive an additional amount, per week, as set out in Appendix A.

7.3 Mixed Functions

Except in circumstances where Employees are training and developing their competencies at a higher level of the classification structure, an Employee performing duties at a higher level of the classification structure shall receive payment at the higher level on the following basis:

Up to and including 2 hours of work during a day or shift  
Payment for the actual time worked at the relevant higher level

Greater than 2 hours  
Payment for the whole day or shift at the relevant higher level

## 8. Payment of Wages

8.1 Wages shall be paid weekly by electronic funds transfer to a bank account nominated by an Employee.

8.2 For the purpose of calculating pays, the week shall run from Monday to Sunday and the day on which funds are transferred shall be Wednesday. If Monday is a public holiday, the day on which funds are transferred shall be the following working day. These days may be changed by agreement between the parties.

## 9. Forms of Employment

Employees may be engaged in any of the following forms:

9.1 Permanent

Employees who are engaged indefinitely as:

full time; or

part time.

## 9.2 Fixed Term

Employees who are engaged to work for a fixed term or specific project as:

full time; or

part time.

Fixed term employment shall normally occur for short-term projects or peak work loads and would normally not exceed 6 months without consultation with the local CEPU delegate. Fixed term employees are not entitled to redundancy payments.

## 9.3 Full Time

Employees who are engaged to work an average of 38 ordinary hours per week.

## 9.4 Part Time

Employees who are engaged to work for less than average of 38 ordinary hours per week, and for whom entitlements accrue on a pro rata basis according to the ordinary hours worked. Part time hours may be changed from week to week, by agreement between the individual Employee and the Company.

## 9.5 Casual

Employees who are engaged hourly or daily, for a minimum of 4 hours per day, and for whom entitlements do not accrue. Casual Employees receive a loading of 20% of their classification rate of pay as compensation for annual leave, sick leave, public holidays and all other entitlements. The Company shall consult with the local CEPU delegate if and when a casual employee's period of continuous employment exceeds 3 months.

## 9.6 Probationary Period of Employment

9.6.1 The first three months of employment shall be a probationary period. This period shall be used by Employees to find out whether they wish to pursue continued employment with the Company, and by the Company to find out whether Employees have the necessary qualities and capabilities to carry out their duties and conduct themselves the Company's standards.

9.6.2 The Company may terminate the employment of an Employee during this period by giving the Employee 2 day's notice or payment in lieu. This does not limit any other rights of the Company to terminate an Employee's employment. Employees may also resign with 2 day's notice during this period.

# 10. Termination of Employment

## 10.1 Resignation

Subject to 9.6.2 Employees may terminate their employment by giving 1 week's notice in writing. In the absence of the required notice, the Company shall be entitled to withhold monies equal to the value of the number of days for which the required notice was not given.

## 10.2 Termination

Subject to 9.6.2 the Company may terminate the employment of Employees by giving a period of notice, or equivalent payment based on the ordinary hourly rate, in lieu, according to the length of continuous service as follows:

Continuous Service	Notice Period
Not more than 1 year	1 week
More than 1 year/not more than 3 years	2 weeks
More than 3 years/not more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice is increased by 1 week where the Employee is over 45 years old and has completed at least 2 years continuous service with the Company.

### 10.3 Summary Dismissal

Notwithstanding 10.2, the Company has the right to dismiss any Employee without notice for malingering, theft and/or wilful damage to company property or serious misconduct.

### 10.4 Abandonment of Employment

Where an Employee is absent from duty without authorisation for a continuous period of more than 3 scheduled workdays, the Employee shall be regarded as having abandoned employment.

### 10.5 Redundancy

In the event of genuine redundancies, Employees shall receive the entitlements set out in clause 10 of the Award.

## **11. Disruption to Operations - Stand Down**

11.1 The Company shall have the right to deduct payment for any day an Employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppages of work by any cause for which the Company cannot reasonably be held responsible.

## **12. Hours of Work - Day Workers**

12.1 The ordinary hours of work may be worked on any or all days of the week, Monday to Friday inclusive, between the hours of 6am and 6pm, at the discretion of the Company, following consultation with the local CEPU delegate. The maximum number of ordinary hours per day shall be 8, unless the company and the majority of employees in a section agree to a greater number of ordinary hours.

### 12.2 Meal Breaks

Employees are entitled to take an unpaid meal break to a limit of 30 minutes, no later than 5 hours after the commencement of a work period.

### 12.3 Rostered Days Off ("RDO")

12.3.1 The parties agree on the need to keep production equipment operating efficiently and to maintain production flow. To achieve this, RDOs will be designated for each month, with the exception of January, April and December.

12.3.2 Employees are entitled to one (1) RDO per 19 working days. It is desirable that RDOs be taken in the month in which they accrue. It is the Company's intention to limit the accrual of RDOs to 3 days, and under no circumstances shall Employees be permitted to accrue more than 5 RDOs.

12.3.3 Flexibility in the taking of RDOs in a section of the Company will reflect business needs of that section. Individual needs will be accommodated where possible.



12.3.4 The Company and Employees are required to give the following notice when taking and allocating RDOs.

- (i) Up to and including 3 RDO's - 5 days' notice;
- (ii) More than 3 RDO's - 1 month's notice

To meet emergency situations, a shorter notice period may be given if agreed between the Company and the Employee.

### **13. Overtime**

13.1 Overtime shall be paid at the rate of time and a half for the first 2 hours, and double time for each and every hour subsequently worked. In computing overtime, each day's work shall stand alone.

13.2 When overtime is worked, and wherever reasonably practicable, the minimum break between one work period and the next shall be 10 consecutive hours. For shift workers, this minimum break shall be reduced to 8 consecutive hours in circumstances where:

a shift worker is changing roster; or

where a shift worker does not report for work and a day worker, or another shift worker, is required to replace the shift worker; or

where a shift is worked by arrangement between employees themselves

13.3 Recall to Work

13.3.1 If an Employee is required by the Company to resume work without having the minimum break specified above, the Employee shall be paid at the rate of double time for the number of hours worked until the Employee is released to take the minimum break.

13.3.2 An Employee recalled to work overtime, after leaving the Company's premises, shall be paid for a minimum 4 hours work or, where the Employee has been paid for standing by in accordance with 13.5, a minimum of 3 hours work.

13.3.3 13.1.1 and 13.3.2 shall not apply where it is customary for an Employee to return to the Company's premises to perform a specific job, outside ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

13.3.4 Overtime worked in accordance with 13.3.1, 13.3.2 and 13.3.3 shall not be regarded as overtime for the purpose of 13.2 if the actual time worked is less than 3 hours when the Employee is recalled to work.

13.4 Saturday Work

13.4.1 A day worker required to work overtime on a Saturday shall be paid for a minimum of 4 hours, except where the overtime is continuous with overtime commenced on a Friday.

13.5 Standing By

An Employee who is required to be ready, willing and able (standing by) to be recalled to work outside ordinary hours shall be paid for the actual number of hours of standing by at the ordinary rate of pay.

13.6 Break During Overtime

13.6.1 An Employee working overtime shall be allowed a break of 20 minutes, paid at the appropriate overtime rate, after each 4 hours of overtime worked. An exception to this is where a day worker works overtime on a Saturday and the first break, if occurring between 10am and 1pm, is paid at the ordinary rate of pay.

13.6.2 Unless the period of overtime is less than one-and-a-half hours, an Employee before starting overtime, after working ordinary hours, shall be allowed a break of 20 minutes, which shall be paid at the ordinary rate of pay. The Company and an Employee may agree to vary this provision to meet the circumstances of the work and provided that the Company shall not be required to make any payment with respect to any time allowed in excess of 20 minutes.

#### 13.7 Meal Allowance

Where an Employee works overtime of more than 1.5 hours following ordinary time and the Company does not advise the Employee, on the previous day, or earlier, that the Employee was required to work the overtime, the Company shall, at its discretion, either:

provide the Employee with a meal; or

pay the Employee a meal allowance as set out in Appendix 1.

#### 13.8 Transport of Employees

When an employee, working overtime, finishes work at a time when the usual means of transport is unavailable, or in other circumstances that the relevant manager considers appropriate, the Company shall provide transport or pay for the additional cost of a reasonable alternative means of transport, for example, a taxi to the Employee's home.

#### 13.9 Reasonable Overtime

It shall be a condition of employment that Employees shall work a reasonable amount of overtime to meet the needs of the Company.

### **14 Holidays and Sunday Work**

#### 14.1 Prescribed Public Holidays

Employees, except casual Employees, shall be entitled to the following public holidays; New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day or another day that is generally observed in the locality as a substitute for any of these days, and/or proclaimed or gazetted public holidays throughout New South Wales. In addition to these days, Employees who are members of the CEPU shall receive an additional "picnic" day, which, unless otherwise agreed between the parties, shall be observed on the Tuesday after Easter Monday. The picnic day shall be treated as a public holiday for the purpose of this clause. Where the Company and an Employee agree, other days may be substituted for any of the above days.

#### 14.2 Payment for Work on a Public Holiday

Employees may be required by the Company to work on any of the above public holidays. Employees not engaged on continuous work shall be paid, at the rate of double time and a half, for work carried out on a public holiday, with a minimum payment of 4 hours.

#### 14.3 Absence Before and After a Public Holiday

Employees shall not be entitled to payment for a public holiday if the Employee is absent from work, without an excuse satisfactory to the Company, or without consent of the Company, on the ordinary working day before or after a public holiday.

14.4 Payment for Work on Sundays

Employees who work on a Sunday shall be paid at the rate of double time for such work, with a minimum payment of 4 hours.

14.5 Meal Allowance - Holidays and Sundays

Employees not engaged on continuous work, who are required to work for more than 4 hours on a public holiday or a Sunday without being notified on the previous day or earlier of the requirement to work, shall either be supplied with a meal by the Company, or paid the meal allowance set out in Appendix 1 for each meal break given and taken. The exception to this IS WHERE employees living in the same locality as their workplace can reasonably return home for meals.

**15. Shift Work**

15.1 The following definitions shall apply:

Afternoon Shift - finishing after 6pm and at or before midnight;

Night Shift - finishing after midnight and at or before 8am;

Continuous Work - work carried on with consecutive shifts throughout the 24 hours of each of at least 6 consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company; and

Rostered Shift - a shift of which the employee concerned has had at least 48 hours notice.

15.2 Continuous Shift Workers

The maximum number of ordinary hours on any shift shall be 10, inclusive of a meal break of 20 minutes. The meal break shall be taken no later than 5 hours after the commencement of the shift.

15.3 Non-Continuous Shift Work

The maximum number of ordinary hours on any shift, excluding a meal break, shall be 10. The meal break shall be taken no later than 5 hours after the commencement of the shift. Except at the regular change over shifts, an Employee shall not be required to work more than one shift in any 24 hours.

15.4 Rosters

Shift rosters shall specify the commencing and finishing times ordinary working hours of the respective shifts.

15.5 Roster Variations

The method of working shifts may be varied by agreement between the Company and the local CEPU delegate to meet the Company's needs or, in the absence of agreement, by 7 days notice from the Company. The commencing and finishing times of shifts may be varied by agreement between the Company and the local CEPU delegate to suit the needs of the Company or, in the absence of agreement, by 7 days notice from the Company.

15.6 Shift Allowances

15.6.1 Afternoon or night shift 15%

15.6.2 Afternoon or night shift which does not continue for at least 5 successive afternoons or night 50% for the first 2 hours and 100% for the remaining hours.

15.6.3 Night shifts only, or night shifts for a longer period than 4 consecutive weeks, or night shifts which do not rotate or alternate with another shift or with a day work so as to the Employee at least one third of working time off night shift in each shift cycle 30%

15.7 Saturday Shifts

50% (in substitution for, and not cumulative upon the allowances specified in 15.6)

15.8 Overtime

15.8.1 Continuous Shift Workers

All overtime worked by continuous shift workers shall be paid at the rate of double time.

15.8.2 Non- Continuous Shift Workers

All overtime worked by non-continuous shift workers shall be paid at the rate of time-and-a-half for the first 2 hours and double time thereafter, except in the following circumstances in which the ordinary time rate is paid:

Where overtime is worked:

by arrangement between the Employees themselves; or

for the purpose of effecting the customary rotation of the shifts; or

on a shift to which an Employee is transferred at short notice as an alternative to standing the Employee down in circumstances that would entitle the Company to deduct payment.

15.9 Holiday and Sunday work - Shift Workers

15.9.1 Shift workers shall be paid, for all time worked on a public holiday or a Sunday, in accordance with clause 14 - HOLIDAY AND SUNDAY WORK.

15.9.2 A shift worker who is rostered off work on a public holiday shall, by mutual agreement with the relevant manager, receive an alternative day off, at a mutually convenient time, or payment for 7.6 hours at the ordinary time rate of pay.

15.9.3 Holiday and Sunday Shifts

Where shifts fall partly on a public holiday or a Sunday, the shift shall be regarded as having been worked on the public holiday or the Sunday if the major portion of the shift falls on the public holiday or the Sunday.

## 16. Sick/Carer's Leave

16.1 Subject to 16.2, employees, except casual Employees, are entitled to 40 hours (year 1) and 64 hours (subsequent years) of paid sick/carer's leave, in circumstances where they cannot attend for duty due to legitimate personal illness or injury, or where they are required to personally care for an ill or injured member of their immediate family (i.e. spouse/partner, child, parent or grandparent), subject to the provision of a medical certificate to the satisfaction of the Company, if required. Any untaken sick/carer's leave at the end of each year of continuous service shall be available to an Employee for 12 years from the end of each year. Any medical certificates submitted by an Employee must be signed by the doctor and show the date of examination, the dates covered by the certificate, and the expected duration of the absence.

- 16.2 During the first 3 months of continuous service, Employees shall be entitled to no more than 24 hours of paid sick/carer's leave.
- 16.3 Employees shall act in good faith and in cooperation in the operation of this clause. If considered necessary by the Company, an Employee shall be required to attend a medical examination by a medical practitioner nominated by the Company, with respect to the illness or injury. The medical practitioner shall provide a report to the Company.
- 16.4 The Company shall promptly instigate a return to work plan, where appropriate, in conjunction with the Employee and based upon medical advice, to help the Employee safely resume suitable duties. The aim of the plan shall be to return the Employee to full employment and normal duties as soon as possible.
- 16.5 Up to 2 individual one-day absences per year may be taken by Employees who are genuinely ill or injured without the need to provide a medical certificate. If, at any time the Company deems that an Employee is abusing this provision, the Company may, at its discretion following consultation with the local CEPU to delegate, require a medical certificate from the Employee for each and every absence.

### **17. Income Protection Insurance**

- 17.1 The Company shall continue to take out income protection insurance, with a provider of the Company's choice, for all Employees covered by this Agreement provided the cost of the premium does not exceed 1% of the cost of wages.

### **18. Annual Leave**

- 18.1 Employees, except casual Employees. Shall receive 4 weeks of annual leave after 12 months of continuous service and after every following 12 months in accordance with the *Annual Holidays Act 1944* (NSW).
- 18.2 Seven day shift workers shall receive annual leave, in addition to the entitlement set out in 18.1, on the basis of 1 day for every 36 ordinary shifts worked as a seven day shift worker, up to a maximum of 1 week of additional leave.
- 18.3 Annual Leave Loading
- 18.3.1 Day work Employees
- Day work Employees shall receive annual leave loading of 17.5%, calculated with reference to the ordinary time rate of pay for their classification, set out in the table in clause 7, for the period of annual leave being taken.
- 18.3.2 Shift Work Employees
- Shift work Employees taking annual leave shall be paid the greater if the annual leave loading, of 17.5% calculated with reference to the ordinary time rate of pay for their classification, set out in the table in clause 7, for the period of annual leave being taken, or the shift work allowances and weekend penalty rates, where applicable, for the ordinary time (excluding time on a public holiday prescribed by clause 15) which the shift work Employee would have otherwise worked.
- 18.3.3 Employees shall not receive annual leave loading for untaken annual leave at the time of termination of their employment other than in circumstances where the Company, for reasons other than misconduct, terminates the employment.

### **19. Other Leave**

- 19.1 Long Service Leave

In accordance with the *Long Service Leave Act 1955* (NSW).

19.2 Bereavement Leave

Employees, except casual Employees, shall be entitled to a maximum of 2 days paid leave, on each occasion and on the production of satisfactory evidence, of the death in Australia of the Employee's spouse/partner, parent, brother/sister, child/stepchild, or parent-in-law.

19.3 Parental Leave

In accordance with the *Industrial Relations Act 1996* (NSW).

**20. Union Information**

- 20.1 The Company will allocate space on a local notice board for the CEPU to communicate with its members by posting formal union notices.
- 20.2 Subject to operational obligations, local CEPU delegates will receive a reasonable amount of time and access to facilities to enable them to carry out their roles.

**21. Protective Clothing and Equipment**

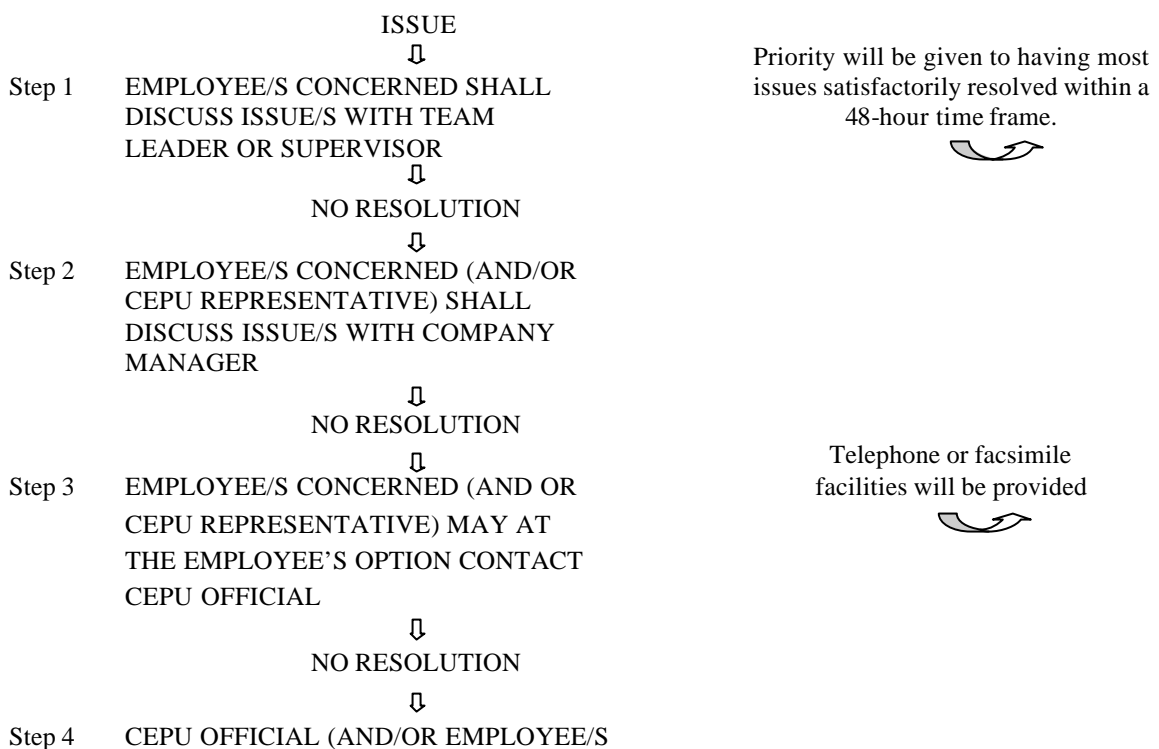
- 21.1 Employees, where required by the Company, shall wear and use uniforms, protective clothing, and safety equipment and shall properly launder and care for all items issued.

**22. First Aid**

- 22.1 An Employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications, approved by the Work Cover Authority of New South Wales, and who is appointed by the Company to render first aid, shall be paid the allowances set in Appendix 1.

**23. Grievance and Dispute Resolution Procedure**

- 23.1 In the event of any issues or grievances arising, they shall be dealt with in accordance with the following steps:



REPRESENTATIVE) SHALL DISCUSS  
ISSUE/S WITH COMPANY REPRESENTATIVES

If settlement cannot be reached through the above steps any party to this Agreement may take the appropriate steps to have the issue/s referred to the New South Wales Industrial Relations Commission for assistance.

While the above procedure is being carried out, work will continue in a safe and normal manner and no strikes, bans, limitations or disruptions to operations, of any kind, shall be put in place.

**24. Superannuation**

The Company shall continue to meet the requirements of the Superannuation Guarantee Act. At the time of this agreement, superannuation payments are made to the Australian Retirement Fund. This fund may be reviewed in consultation with the CEPU.

**25. Classification Structure Review**

The parties agree to review the classification structure during the life of this agreement and to develop a competency based structure suited to the Company's operational needs.

**APPENDIX A**

ALLOWANCES

Clause No.	Brief Description	Rate as at 01-01-04	Rate as at 01-01-05
6.2	Tool Allowance	11.40 per week	11.80per week
13.7	Meal Allowance	7.50 per meal	7.75 per meal
22	First Aid Allowance	2.10 per day	2.15 per day
7.2	Team Leader Allowance	36.00 per week	37.00 per week

**APPENDIX B**

APPRENTICE WAGE RATES

Apprentices and Trainees -

The minimum weekly rates of wages for apprentices shall be as follows:

1st Year	\$230.00	\$239.00
2nd Year	\$310.00	\$322.00
3rd Year	\$430.00	\$447.00
4th Year	\$480.00	\$500.00

**APPENDIX C**

RECLASSIFICATION GUIDELINES

Lodgement of Reclassification Request

1. Once an employee has lodged their Reclassification Request Form, Management has a period of 4 weeks from date of lodgement to action the request
2. A maximum of two assessments will be done per week
3. If there are a large number of Reclassification Requests lodges and the time frame of 4 weeks to action the requests is not sufficient, the requests will be actioned in order of lodgement date and time received.

4. If a Reclassification request is not actioned within the required 4 week period and the delay is not due to circumstances as outlined in 3 above, the employee will receive there new rate where applicable from the 4 week expiry date.

SIGNATORIES

Signed of behalf of Com10 International Pty Limited

\_\_\_\_\_

(Print)

\_\_\_\_\_

(Witness)

\_\_\_\_\_

(Signature)

Signed on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union - Electrical Division - New South Wales Branch.

\_\_\_\_\_

(Print)

\_\_\_\_\_

(Witness)

\_\_\_\_\_

(Signature)