# **ENTERPRISE AGREEMENT**

NO. EA 98/166

DATE REGISTERED. 28.5.98

PRICE \$ 32-00

## REGISTER OF ENTERPRISE AGREEMENTS

**ENTERPRISE AGREEMENT NO: EA98/166** 

TITLE: ABB Industry (Newcastle) Enterprise Agreement 1998

I.R.C. NO: 98/2605

DATE APPROVED/COMMENCEMENT: 28 May 1998 and commenced 1 January 1998

TERM: Expires 1 January 2000

**NEW AGREEMENT OR** 

VARIATION: New

**GAZETTAL REFERENCE:** 

DATE TERMINATED:

NUMBER OF PAGES: 16

**COVERAGE/DESCRIPTION OF** 

EMPLOYEES: Employees who are engaged pursuant to the Electrical Contracting Industry (State) Award and employed in the Newcastle Installation Division of ABB Installation and Service Pty Ltd.

Registered

Enterprise Agreement

Industrial Registrar

PARTIES: ABB Installation and Service Pty Limited -&- Electrical Trades Union of Australia, New South Wales Branch

# **ENTERPRISE AGREEMENT**

1998

Registered Enterprise Agreement

Industrial Registrar

# ABB INDUSTRY PTY LIMITED ( NEWCASTLE )

# **ENTERPRISE AGREEMENT**

1998

Registered
Enterprise Agreement
Industrial Registrar

ABB INDUSTRY PTY LIMITED (NEWCASTLE)

#### 1. TITLE

This Agreement shall be known as the ABB Industry (Newcastle) enterprise Agreement 1998.

#### 2. DEFINITIONS

For the purpose of this Agreement:

- "Agreement" means this enterprise agreement.
- "Award" means the Electrical Contracting Industry (State) Award.
- "Company" means ABB Installation and Service Pty Limited.
- "Employee" means an employee of the Company performing work within the scope of this Agreement.
- "Union" means the Electrical Trades Union of Australia NSW Branch.

Dates, refered to throughout this agreement shall mean the first full pay period on or after the nominated date.

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#### 3. PARTIES BOUND

This Agreement shall be binding upon:

- (a) ABB Industry Pty Limited Newcastle.
- (b) All employees whether members of the Union or not, engaged in any of the occupations, industries or callings, specified in the Award.
- (c) Electrical Trades Union of Australia NSW Branch.

#### 4. APPLICATION OF AGREEMENT

- This Agreement applies to the Company in respect of all employees who are engaged pursuant to the Award and employed in the Newcastle Installation Division of the Company, excepting those employees employed on non-construction work. The union shall be informed of any non-construction work in the region.

  Where there is any inconsistency between this Agreement and the Award, the Agreement shall prevail to the extent of the inconsistency.
- 4.2 Notwithstanding sub-clause 4.1, this Agreement shall not apply to employees engaged on projects or sites where a negotiated site specific agreement between ABBI,its Employees and the ETU applies.

#### DATE AND PERIOD OF OPERATION

This Agreement shall come into operation from the date of 1 January, 1998 and remains until 1 January, 2000 The parties to this agreement undertake to commence negotiations on 1 October, 1999, with the view to establishing a new (continuation) agreement.

#### 6. NO EXTRA CLAIMS

The employees and the Union shall not pursue any extra claims, either award, overaward or safety net increases for the life of the Agreement. Where any dispute arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement.

#### 7. 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.

#### 8. OBJECTIVES

This Agreement has been jointly developed by the parties 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.

The parties to this Agreement are committed to the following shared objectives:

\* to ensure customer satisfaction in the provision of services.

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- \* 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 Award and this Agreement for all employees.
- to substantially reduce and eventually eliminate lost time.

#### 9. CONTRACT OF EMPLOYMENT

- 9.1 In addition to Award obligations, it is a term and condition of employment and of the obligations and rights occurring under this Agreement that an employee shall;
  - (a) Become entitled to payment of the wage prescribed herein, be available, ready and willing to perform such work, including shift work, as the Company shall reasonably require in accordance with the terms and conditions outlined

in this Agreement; and

- (b) comply with any request of the Company within the requirements of the work at hand to work reasonable overtime in excess of the ordinary hours at any time during the seven days of the week at the appropriate remuneration prescribed herein; and
  - Enterprise Agreement
- recognise the requirement of the Company to have an appropriate mix of classifications and skills during any hours of work; and
- properly use all appropriate protective clothing and equipment provided by the Company for specified circumstances; and
- (e) If injured at work employees shall comply with the company's Occupation Health and Safety and Rehabilitation Policy and procedures. Where medical treatment is necessary employees will be required to have the treating doctor complete a company assessment identifying normal or alternative/suitable duties etc, with the view to the injured workers earliest possible return to work. Company supervisors/rehabilitation co-ordinators may meet with the injured worker and the treating doctor to discuss the nature of work available.
  - use any technology and perform any duties which are within the limits of the employee's skill, competence and training, that can safely and legally be performed; and
  - 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 need 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
    - (h) adhere to agreed start and finish times for all work periods; and
  - (i) accept changed work practices and methods and agreements on such matters that are designed to improve the performance of the Company, provided agreed consultative processes are followed; and
  - (j) comply with the Dispute Settlement Procedure of this Agreement on all occasions.
  - (k) properly wear and maintain company provided work clothing.
- 9.2 All new employees (other than casuals) will be engaged on the basis of a two month probationary period. The Company reserves the right to terminate a probationary employee at any time during this two month period subject to a week's notice or payment in lieu thereof.
- 9.3 The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.

in this Agreement; and

- (b) comply with any request of the Company within the requirements of the work at hand to work reasonable overtime in excess of the ordinary hours at any time during the seven days of the week at the appropriate remuneration prescribed herein; and
- (c) recognise the requirement of the Company to have an appropriate mix of classifications and skills during any hours of work; and

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- (d) properly use all appropriate protective clothing and equipment provided by the Company for specified circumstances; and
- (e) If injured at work employees shall comply with the company's Occupation Health and Safety and Rehabilitation Policy and procedures. Where medical treatment is necessary employees will be required to have the treating doctor complete a company assessment identifying normal or alternative/suitable duties etc, with the view to the injured workers earliest possible return to work. Company supervisors/rehabilitation co-ordinators may meet with the injured worker and the treating doctor to discuss the nature of work available.
- (f) use any technology and perform any duties which are within the limits of the employee's skill, competence and training, that can safely and legally be performed; and
- (g) 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 need 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
- (h) adhere to agreed start and finish times for all work periods; and
- accept changed work practices and methods and agreements on such matters that are designed to improve the performance of the Company, provided agreed consultative processes are followed; and
- (j) comply with the Dispute Settlement Procedure of this Agreement on all occasions.
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- All new employees (other than casuals) will be engaged on the basis of a two month probationary period. The Company reserves the right to terminate a probationary employee at any time during this two month period subject to a week's notice or payment in lieu thereof.
- 9.3 The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.

#### 10. HOURS OF WORK

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- 10.1 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 employees concerned 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.
- 10.2 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 days or all of the days Monday to Friday. The ordinary hours of work shall be worked continuously except for meal breaks (which are to be agreed in accordance with the preceding paragraph). Different methods of implementation of the hours of work may be applied to various groups or sections of employees by agreement.
- 10.3 The Union to be informed of changes to hours of work consistent with clauses 10.1 & 10.2 above.
- By agreement, 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.
- 10.5 Shift Work The above Hours of Work provisions will also apply to Shift Work, as defined by the Award.
- 10.6 Starting and Finishing Times Employees shall be dressed and equipped and ready to commence work at the work start time. Wash up time at the end of the working day shall occur after the finish time.

Staggered start, finish times and meal breaks may be introduced following consultation and agreement with the majority of the employees concerned, to assist in overcoming any operational difficulties which might result with all employees commencing work at the same time. As a consequence, breaks taken during the course of the day shall also be staggered.

#### 10.7 Time Off In Lieu Of Overtime.

Where an employee works overtime, the employee may by mutual agreement with the Company forego payment for the overtime and be released for the equivalent period of ordinary hours with pay ie. on an hour for hour basis. Such requests should be employee instigated.

#### 10.8 Overtime

Employees will comply with any request of the Company to work reasonable overtime in excess of ordinary hours at any time during the seven (7) days days of the week at the appropriate remuneration.

There shall be no restriction of the working of overtime on an RDO weekend. The practice of one in, all in shall not apply.

### 11. ELECTRONIC FUNDS TRANSFER & PAY WEEK ENDING

The parties agree that all employees will be paid by Electronic Funds Transfer. All employees will nominate a bank account for this purpose.

The ongoing standardization of company payroll proceedures may require the payday to be varied during the life of this agreement. The likely change will result in a Sunday pay week ending with payday on the following Thursday. All employees shall be informed four weeks prior to the change of the pay week ending and payday.

#### 12. CONSULTATIVE MECHANISM

The parties agree that a precondition for the effective operation of this Agreement is the establishment of a Consultative Committee within the Company. It is agreed that through the Consultative Committee, the Company and employees will examine all issues relating to the productivity and efficiency of the Company.

## 13. MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY

13.1 This Agreement is based on achieving further involvement in the enterprise by putting mechanisms in place in conjunction with the Consultative Committee(s)

to achieve demonstrable gains in productivity and efficiency. This will include but not be limited to the following:

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Implementation of this Agreement and its objectives.

Determination of benchmarks, best practices and continuous productivity improvement.

Time productivity improvement programme.

Communication between the company and its employees.

Fostering a consultative and co-operative environment and setting and accepting appropriate levels of accountability and responsibility.

#### 13.2 Employee Involvement

- Employees shall be involved in activities to provide improvement in the following areas:
  - (a) Overall cost of quality including warranty problems, reworks, liability and scrap.
  - (b) On-time completion of project works.
  - (c) Employees to accept responsibility and ownership of jobs.
  - (d) Identifying areas of training required, that are in direct relationship to improving the overall business.
  - (e) Developing a co-operative and harmonious working environment.
  - (f) Ensure that lost time and absenteeism is kept to a minimum.

- (g) Establish that correct and safe work processes are performed, including the reporting of problem areas.
- (h) Acceptance that customer focus and service are of paramount importance and should underline the individual's commitment.
- (i) Increasing awareness and foreseeing potential work delays that may lay ahead due to lack of access or material shortages etc, so that action can be taken to alleviate delays.
- (j) Recording of location and activities to assist with job monitoring and control.
- (k) Correct use and looking after safety equipment.
- (i) Correct use and maintenance of tools, plant and vehicles.
- (m) Prompt reporting of accidents and hazards.

#### 13.3 Training/Information

The Consultative Committee will investigate training and information needs in the following areas:

- (a) Customer Service
  - (b) TQM
  - (c) Quality Assurance
  - (d) On-the-job and technical training
  - (e) Health and Safety Training



#### 13.4 Performance Indicators and Productivity Measures

To measure the effectiveness of the improvement programme and initiatives, the Company records and displays a number of performance indicators in relation to the business. These can be divided into two categories:

- (a) Overall company performance measures applicable to the site.
- (b) Performance measures on specific areas of the contract works.

Examples of performance measures for the businesses include, but are not limited to:

- (a) Field Quality
- (b) On-time completion of project works
- (c) Cycle time reduction
- (d) Internal Process Quality
- (e) Overall cost of poor quality

- (f) Number of customer complaints
- (g) Total absenteeism
- (h) Total overtime
- (i) Labour utilisation
- (i) Time lost due to accidents

## 13.5 Benefits gained from productivity, efficiency, flexibility actions and measures

- (a) The Company is able to concentrate labour into areas of maximum benefit.
- (b) More efficient use of labour.
- (c) Commitment to "Quality and Customer Focus" by all employees will enhance service.
- (d) Focus on absenteeism and direct labour productivity will reduce the labour cost of the Company's service and improve its competitive position.
- (e) The Company will ensure that training provided in accordance with the provision of Clause 13.3 will increase skills and knowledge resulting in lower rework levels, accident rates and increased service performance.

#### 14. REDUNDANCY

- 14.1 The Company will make redundancy contributions to MERT at the rate of \$40.00 effective 1/1/98, \$45.00 effective 1/7/98 per completed week of service for all employees covered by this Agreement, excepting apprentices.
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  Time served as an apprentice will not be included in the determination of continuous service.

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#### 15. TOTAL LEAVE

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

(The operative date for the provisions of this clause shall take affect once the Payroll system has been changed to accommodate Total Leave---approx 2 months)

#### 15.1 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 refereed 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,  $(6.21 \pm 38 = .16343)$ 

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.

#### 15.2 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. Industrial Registrar

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#### 15.3 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.

#### 15.4 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

#### 15.5 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.

(date to be agreed to, as referred to in item i), ii), iii) above shall be the operative date for the provisions of clause 15. Total Leave. approx 2 months)

## 15.6 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.

#### 15.7 Total Leave (as termination pay)

Untaken Total Leave shall be paid on termination

#### 15.8 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 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.

#### 15.9 Part Time Employees

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

#### 15.10 Shift Workers

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

#### 15.11 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 15.1(b) of this clause. Annual leave for casuals is paid out weekly.

#### 16. WAGE INCREASES

In recognition of the productivity measures herein and subject to the continued commitment to and implementation thereof, the schedule attached (Appendix A) describes the increases that shall be available to all employees covered by this Agreement.

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17. POWER STATION SITE'S

Employees working on Power Station Site's shall receive an All purpose hourly wage rate based on a "TOTAL WAGE RATE" of pay.

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.) productivity allowance, and shall apply as an all purpose payment.

#### 18. CLOTHING

- (a) Two pair of trousers and two long sleeve shirts shall be issued to new employees on the completion of their probationary period or commencement on site to comply with site/safety requirements. Clothing to be replaced on a fair wear and tear basis. Clothing provided by the company shall be worn at work.

  Should employees resign and leave the site within two weeks of receipt of these items the employees shall refund the cost of the clothing at the following rate:
  - \* within 1 week 2/3 of the cost
  - \* more than 1 week but less than 2 weeks 1/3 of the cost
- (b) Safety boots will be replaced on a fair wear and tear basis.

#### 19. SUPERANNUATION

Contributions shall be made into the N.E.S.S. Fund at \$40.00 effective 1/1/98, \$45.00 effective 1/7/98, \$50.00 effective 1/4/99, or the SGC percentage where greater. SGC percentages to apply for apprentices.

#### 20. TOP UP / 24 HOUR ACCIDENT INSURANCE

The Company shall provide top up insurance/24 hour accident insurance on behalf of its employees.

#### PROCEDURE FOR RESOLVING CLAIMS, ISSUES, AND DISPUTES 21.

All parties to this Agreement recognise and accept that people have differing view points and hence, conflict will arise from time to time. To ensure the credibility of the Company and the job security of employees, it is agreed that it is in the interests of all parties to manage the resolution of conflict by means which do not damage the Company's business or its client relationships.

To enable claims, issues and disputes to be progressed while work proceeds normally and without interruption, the procedures outlined in this clause will apply.

- Employee/s and/or delegate of the union/s will place the claim, issue or dispute before the front line supervisor. This group will take all reasonable steps to settle the matter together.
- Failing agreement, all parties will place the claim, issue or dispute before the site manager. This group will take all reasonable steps to settle the matter.
- If the claim, issue or dispute remains unsettled, the delegate/s and/or employee/s will contact their union official immediately who will arrange a conference with company management in order to settle the matter
- If the claim, issue or dispute remains unsolved at this stage, then the parties shall refer the matter to the Industrial Relations Commission of NSW for resolution through conciliation and or arbitration.

The above procedures will be progressed quickly, but reasonable time limits will be applied.

Where a claim, issue or dispute relates to a safety matter the above procedure will be followed. However, where an Occupational Health and Safety Committee exists, the committee or a member of the committee may be involved in assisting the settlement of the matter. Upon advice that a safety dispute exists, the supervisor will take immediate corrective action to allow work to continue without risk to health and safety. Nothing in this procedure changes the rights and obligations employees and employers have under the N.S.W. Occupational Health and Safety Act. 1983. Enterprise Agreement

#### 22. **PICNIC DAY**

Industrial Registrar In accordance with picnic day provision the Company will require from an employee proof of picnic day attendance, ie tickets purchase before payment will be made for the day. No workshall be scheduled on the first Monday of December each year which is the Annual Building Industry Picnic Day.

#### 23. **UNION MEMBERSHIP**

To the extent that the appropriate legislation permits, the Company shall give favourable consideration to the employment of financial members of the appropriate Union respondent to this award.

#### 24. **TEAM BASED GAINSHARING**

At the discretion of the company, it may establish a system of team based gainsharing to share contract incentives or profit gained from achieving outcomes and or productivity improvements

Such arrangements would be established on a project by project basis with the Parties to this agreement.

#### ABB Industry ( Newcastle )

#### 25. SIGNATORIES

Signed by:

Date: 19/5/98

For and on behalf of ABB Industry Pty Limited

Signed by: D. Kurdu

Date: 20.5.98

For and on behalf of ETU NSW BRANCH



ABB Industry (Newcastle)

Schedule A Not applicable on Power Station Sites.

		Erom 28/0/08	From 29/3/99	From 1/7/99	Date accepte	Date accepted to 31/12/99
Slassification	From 16/3/30	All Durnoso	All-Purpose	All-Purpose	Daily Average	Dally Average
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Grade	12.87	13.38	13.92	14.40	00.00	40.80
Grade A	13.49	14.02	14.59	10.17	0.00	44.40
Grade 3	1411	14.68	15.26	15.87	8.00	04.11
Grade 4	45.02	15.62	16.24	16.89	8.00	12.00
Grade 5 unlicenced	10.00	16.00	16.64	17.31	8.00	12.00
Grade 5 cert of regn	10,03	16.30	16.97	17.65	8.00	12.00
Grade 5 qual super	15.70	10.00	17.66	18.37	8.00	12.00
Grada 6 qual super	16.33	10.80	00.04	19.78	8.00	12.00
Grada 7 qual Super	17.57	18.2/	20.00	21.16	8.00	12.00
Glade a misl supply	18.81	19.56	20.35	04.07	000	12.00
Grade o qual super	19.44	20.22	21.02	21.87	0000	2000
Grade 9 qual super	21.31	22.16	23.05	23.97	8.00	12.00
Grade 10 qual super						
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Indentured 3rd year	12 GR	13.95	14.51	15.09	8.00	10.13
Indentured 4th year	00.21					
	68.83	7.51	7.81	8.12	8.00	5.45
Trainee 1st year	0000	0.89	10.28	10.69	8.00	6.58
Trainee 2nd year	0,00	13.37	13.90	14.46	8.00	9.71
Trainee 3rd year	12.13	14.61		15.80	8:00	10.62
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ABB in Call Lastry (Newcastle)

17.00

School Die on Power Station Station		28/9/98	From 29/3/99	From 1/7/99
	From 16/3/98	PIONE SUSPENSE	All-Purpose	All-Purpose
.e.cation	All-Purpose	All-Fulposo	Hourly rate	Hourly rate
	Hourly rate	mou filmou		
		-	•	s
	5	46.03	16,54	17.07
	15,44	10.00	17,195	17.755
1	16.145	47.27	17.94	18.52
Grade	16.84	10.01	18.685	19.295
Grade 2	17,535	10,100	19.74	20.39
Grade 3	18.52	19.12	20.14	20.81
Grade 4 unlicenced	18.89	19:30	20.47	21.15
Grade 5 cert of regn	19.20	19.00	21.16	21.87
ade 2 canal super	19.83	20.48	22.50	23.26
Grade 5 quel	21.07	21.77	22.85	24.66
Grade b dum	22.31	23.06	24.52	25.37
Grade   Super	22.94	23.12	26.55	27.47
Grade 9 qual super	24.81	00,02		
Grade 10 qual super				300 0
		9.265	9.535	60976
contices	8.655	11 5063	11,9463	12,3163
Applicatived 1st year	10.7963	AF 24	15.82	16.33
Indentitied 2nd year	14.22	11.	17.776	18,356
Indellined 3rd year	15,946			
Indentitied 4th year		1 11 10 10 1	10.491	10.801
Indelina	9.511	10,135	13.103	13,513
ingo 1st year	11,813	12/13	17.114	17.674
Trained 2nd year	15,364	10,004	18.528	19.128
Trained 3rd year	16.608	17.930	ere ere	
Trailer				