

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/169

**TITLE: ABB Australia Pty Ltd - Port Kembla Workshops
Enterprise Agreement 2003-2006**

I.R.C. NO: IRC3/2986

DATE APPROVED/COMMENCEMENT: 30 June 2003

TERM: 33

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/344

GAZETTAL REFERENCE: 10 October 2003

DATE TERMINATED:

NUMBER OF PAGES: 41

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees of the company engaged in the classification structures of Engineering Technician levels 1-IV and Engineering/Production Employee levels III, IV and 11 (C6 - C14). It applies to employees working at Five Islands Rd, Port Kembla in the Port Kembla Fabrication, Machine and Heat Treatment Workshops, who fall within the coverage of the Metal, Engineering and Associated Industries Award.

PARTIES: ABB Australia Pty Limited -&- the Australian Workers Union (NSW), Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union

ABB AUSTRALIA PTY LTD - PORT KEMBLA WORKSHOPS ENTERPRISE AGREEMENT 2003 -2006

PART 1

APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement shall be known as the ABB Australia Pty Ltd - Port Kembla Workshops Enterprise Agreement 2003-2006

ARRANGEMENT

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3. Application and Scope of the Agreement

This Enterprise Agreement shall apply to the following workshops on Five Islands Road Port Kembla (collectively known as "the Workshops"):

Port Kembla Fabrication Workshop

Port Kembla Machine Workshop

Port Kembla Heat Treatment Workshop

This Agreement rescinds and replaces any and all prior agreements, site customs and/or practices, and/or understandings between the parties at the locations in sub-clause 3.1, regardless of whether or not such agreement or understanding is or was written or unwritten, registered or unregistered. This does not extend to exclude the operation of the Company's written policies and procedures as they may change from time to time.

4. Parties Bound

This Agreement is binding on the following ("the parties"):

- (a) ABB Australia Pty Ltd ("the Company"); and
- (b) Employees of the Company within the classification structure of this Agreement, and engaged at the locations set out in clause 3 of this Agreement ("the employees").
- (c) The Australian Workers Union, New South Wales branch ("AWU") and the Automotive Food Metals Engineering, Printing and Kindred Industries Union, New South Wales branch ("AMWU").

5. Date and Period of Operation

This agreement comes into force on and from the date of certification and operates until 31st March 2006.

6. Renewal of Agreement

The parties to the agreement agree to commence negotiations no later than three (3) months prior to the expiry of this Agreement for an agreement to replace this Agreement.

7. Relationship to Parent Award

The Enterprise Agreement shall be read and interpreted wholly in conjunction with the Metal, Engineering and Associated Industries Award, 1998 Part I (the Parent Award), provided that where there is any inconsistency with the Parent Awards this Enterprise Agreement shall take precedence to the extent of the inconsistency.

8. No Extra Claims Commitment

During the period of operation of this agreement, no extra claims for rates of pay or any other terms and/or condition of employment shall be made by any of the parties to this agreement.

9. Objectives

The objectives of this Agreement are to:

- (a) Contribute to a secure future for ABB Australia Pty Limited and the employees by:
 - (i) Increasing the efficiency and performance of the workshops by the effective utilisation of the skill and commitment of the employees, thereby maximising productivity and quality of work, flexibility of the workforce and reducing lost time;
 - (ii) Enhancing a culture that fosters all employees endeavouring to meet work order requirements and ensuring Client satisfaction.
- (b) Achieve cost effectiveness and timely completion of client jobs by total flexibility of work practices, multi-skilling to eliminate unproductive time, operating with flexible working hours and achieving all other performance related initiatives.
- (c) Improve job satisfaction of employees.
- (d) Improve safety performance in our working environment
- (e) Maintain good communication channels to enhance the teamwork trust and shared commitment to the success and competitiveness of the Company.
- (f) Improve the job security/continuity of employment of employees.

10. Commitments and Expectations

In order that the objectives of this Agreement, as expressed in Clause 9 above, are achieved, the parties are committed to ensure that:

All provisions of this Agreement shall be read and interpreted in a manner consistent with achieving the objectives in Clause 9.

PART 2

EMPLOYMENT ARRANGEMENTS AND RELATIONSHIPS EMPLOYER AND EMPLOYEE RESPONSIBILITIES

(Refer Annexure A)

11.1 Employee Responsibilities - Flexibility of Work Practices

To enhance the long-term employment prospects of the core employees it is agreed by all parties that anyone who possesses the skills and competency to perform a task will undertake that task when requested to do so. This shall include a requirement to hold appropriate certification or license where such certification/license is a requirement under relevant State/Federal legislation. The maintenance of trade skills and the increase of multi-skilling among trades persons and other employees will be established using accredited modules, and wherever possible, using the framework of recognised training.

The parties of this Agreement agree that:

- (i) All employees shall perform the duties required of them provided they are within their skill, competence, experience, and qualifications and that they are given adequate supervision and a safe working environment. Union membership or non-membership shall not restrict the operation of this clause.
- (ii) In the interests of promoting teamwork and personal development, all employees shall co-operate when required in assisting and instructing other employees to enable all members of work teams to become more flexible and versatile.
- (iii) The parties shall collectively work towards minimisation of bst time by flexible work practices, including but not limited to circumstances such as shop equipment breakdown or material unavailability. Employees shall undertake reasonable alternate work within the scope of the employees' skills and competence where practical, and will continue when it is safe to do so. If that is not possible then concerned employees and the Company will make constructive use of the time by arranging safety, process improvement sessions, plant equipment maintenance or relevant skill development training.
- (iv) Where an employee performs work that is paid at a higher rate, he/she will be paid at that same rate if such work is planned in advance and required to be performed for longer than 2 days.
- (v) At times employees may be required to carry out a certain amount of non-trades work; such as:
 - Timely and accurate completion of all administrative work, including but not limited to payroll records, work orders and job reports, purchasing authority records and documentation management systems
 - Store work as directed
 - Housekeeping in the vicinity of the work performed is the responsibility of each employee and will be undertaken irrespective of job or skill classification as, when and where required
- vi. All employees will comply with and observe all relevant policies and procedures, including but not limited to the Company's No Smoking Policy and Drug and Alcohol Policy.

11.2 Reducing Absenteeism

The parties also agree to monitor all leave taken and other lost time, such as, late starting, early finishing, etc. The discipline warning procedure will be applied where necessary in order to improve employee attendance and related performance.

12. Probationary Employment

- 12.1 The employment of all new permanent employees covered by this Agreement is subject to the satisfactory completion of a three (3) month probation period. The probation period shall begin on an employee's first day of work.
- 12.2 Where the employee is absent from work during any part of the probation period, the Company may at its discretion extend the probation period, by up to and no more than the total length of the employee's absence(s). Prior to the end of the original probation period, the employee shall be advised in writing of a decision to extend the probation period.
- 12.3 The Company or an employee may terminate the employment of an employee during this period by giving the employee one (1) week's notice or payment in lieu. This in no way affects the right of the Company to terminate an employee's employment in the case of serious misconduct.

13. Status of Employment

13.1 Whilst employees may be engaged on any one of the following bases, it is the intention of the Company that as far as practicable a permanent full time workforce will be maintained in the workshops. However, the parties to this Agreement recognise that at times of peak workloads, and at other times as required to meet the objectives of the Company and the needs of clients, there may be a requirement to use supplementary labour in order to meet critical deadlines. Such use of supplementary labour may include temporary labour hire or weekly hire employees or bona-fide subcontractors.

13.2 Permanent Employees

Employees may be engaged by the week, either on a full-time or part-time basis for all purposes of this Agreement.

13.3 Full-time Work

An employee not specifically engaged on a part-time or casual basis is for all purposes of this Agreement a full-time employee.

13.4 Part - time Work

An employee may be engaged on a part-time basis. A part-time employee shall mean a weekly employee engaged to work regular days and regular hours, where the average number of hours worked is less than the average worked by a full-time employee.

A part-time employee is entitled to a minimum start per occasion of three (3) continuous hours, except where the Company and the employee concerned agree that a shorter period will apply.

A part-time employee will be paid the relevant hourly wage. Subject to this clause, all provisions of this Agreement shall apply to a part-time employee on a pro rata basis.

13.5 Absence From Duty

Unless provisions of this agreement state otherwise (e.g. sick leave), an employee not attending for duty will lose their pay for the actual time of such non-attendance.

13.6 Workforce Planning

Employees will, as far as practicable, be consulted in relation to forward workforce planning. The Company, however, retains the right to determine workforce requirements overall.
Casual and Supplementary Labour (Labour Hire).

The parties to the Agreement acknowledge that the use of non-permanent labour is part of the flexibility needed in a business such as ours. The conditions for casual and supplementary labour are:

- (i) An employee may be engaged and paid as a casual or labour hire employee. A casual or labour hire employee will be paid a 25% casual loading on the rate applicable under this Agreement. The casual rate of pay is for all purposes unless specified, and includes a loading in lieu of any entitlement to paid leave that would otherwise apply, including annual leave, sick leave and payment for public holidays.
- (ii) A casual or labour hire employee is entitled to a minimum engagement of 4 hours on any day. Subject to this Agreement, there are no restrictions on the utilisation of casual employees provided that the maximum period that a casual employee may be engaged is three (3) consecutive months. If the employee continues in employment after the three-month period, he/she shall be offered employment on a permanent weekly basis. This period of casual employment may be extended to six (6) months by agreement with the Site Consultative Committee.

- (iii) The Company will encourage labour hire companies with which it deals to enter into Enterprise Agreements with employees and the relevant Union(s).

14. Casual and Supplementary Labour (Labour Hire)

The parties to the Agreement acknowledge that the use of non-permanent labour is part of the flexibility needed in a business such as ours. The conditions for casual and supplementary labour are:

- (i) An employee may be engaged and paid as a casual or labour hire employee. A casual or labour hire employee will be paid a 25 % casual loading on the rate applicable under this Agreement. The casual rate of pay is for all purposes unless specified, and includes a loading in lieu of any entitlement to paid leave that would otherwise apply, including annual leave, sick leave and payment for public holidays.
- (ii) A casual or labour hire employee is entitled to a minimum engagement of 4 hours on any day. Subject to this agreement, there are no restrictions on the utilisation of casual employees provided that the maximum period that a casual employee may be engaged is three (3) consecutive months. If the employee continues in employment after the three month period, he/she shall be offered employment on a permanent weekly basis. This period of casual employment may be extended to six (6) months by agreement with the Site Consultative Committee.
- (iii) The company will encourage labour hire companies with which it deals to enter into Enterprise Agreements with employees and the relevant Union(s).

15. Company Policies and Procedures

The Company will ensure that the employees are able to readily access Company Policies and Procedures that apply to the employees.

The employees will observe and act in accordance with Company Policies and Procedures that apply to the employees, including any variations that may occur from time to time. For example, the employees shall observe and act in accordance with the Company’s No Smoking Policy and Drug and Alcohol Policy.

16. Redundancy

16.1 Application

This clause does not apply where an employee, following mutual agreement between the Company and the employee, transfers from one location to another because of the normal operational requirements of the Company.

16.2 Severance Pay Entitlement

Where The Company decides the job an employee has been doing is no longer to be performed by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision leads to the termination of employment of the employee, the employee is entitled to a severance payment as follows:

If an employee is under 45 years of age, the following scale:

YEARS OF SERVICE	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks

5 years and less than 6 years	14 weeks
6 years and over	16 weeks

Where an employee is 45 years of age or over, the following scale:

YEARS OF SERVICE	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

"Weeks' pay" means the ordinary time rate of pay for the employee concerned. The severance payments are in addition to notice of termination.

16.3 Employees Exempted

This Clause does not apply where employment is terminated because of serious misconduct that justifies dismissal without notice. This clause does not apply in the case of probationary employees, casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

16.4 Alternative Employment

Where the Company is able to identify and offer an alternative position to an employee in lieu of termination of employment for reason of redundancy, the employee is not entitled to severance pay provided that the alternative position is reasonably comparable in terms of pay and classification. The alternative position may be at the same work location or based at a different work location within a reasonable geographical area, provided that the employee will not forfeit the entitlement to severance pay if it is unreasonable for the employee (in his or her circumstances) to permanently transfer to a different work location.

16.5 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties because of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated. The Company may at its option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

16.6 Employee leaving during the notice period

An employee whose employment is terminated for reason of redundancy may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice

16.7 off during notice period

During the period of notice of termination an employee is allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall on the Company's request produce proof of attendance at an interview, or receive no payment for the time absent. For this purpose a statutory declaration will be sufficient.

17. Personal Leave

17.1 Paid personal leave is available to an employee when they are absent:

Due to personal illness or injury (sick leave);

For the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave); or

For bereavement on the death of an immediate family or household member (bereavement leave).

17.2 Definitions

The term "immediate family" includes:

- (a) Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee as his or her partner on a bona fide domestic basis; and
- (b) Child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

17.3 The aggregated amount of personal leave to which an employee is entitled accrues as follows:

Personal Leave entitlement per year of service

For Each Year of Service 76.8 hours

17.4 Personal Leave may accumulate to a maximum of 729.6 hours in accordance with the National Metals & Engineering Award 1998.

17.5 The Company will not pay out any untaken personal leave entitlement upon termination of employment or in any other circumstances not provided for in this clause. An employee receiving workers' compensation payments is not entitled to sick leave for the same period.

17.6 Notice of Absence

An employee must, as soon as reasonably practicable prior to or (at the least) during the ordinary hours of the first day or shift of such absence, inform the Company of their inability to attend for duty. As far as practicable, the employee should also state the nature of the injury or illness and the estimated duration of the absence. If it is not reasonably practicable to inform the Company during the ordinary hours of the first day or shift of such absence, the employee will inform the Company within 24 hours of such absence.

17.7 Medical Evidence

17.7.1 The employee must, if required by the Company, establish by production of a medical certificate or other satisfactory evidence that the employee was unable to work because of injury or personal illness.

17.7.2 An employee who has already had two single day paid sick leave absences in a year, is not entitled to further paid sick leave in that year of a duration of one day only without producing a medical certificate which states that the employee was unable to attend for duty on account of personal illness or injury. The Company may agree to accept a Statutory Declaration in lieu of the required medical certificate.

17.8 Carer's Leave

17.8.1 An employee is entitled to use up to 40 hours personal leave each year to care for members of their immediate family who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

17.8.2 When giving notice, the employee must include:

The name of the person requiring care and support and their relationship to the employee

The reasons for taking such leave, and

The estimated length of absence.

17.8.3 The employee must establish by production of a medical certificate, the illness of the person concerned and that such illness requires care by another. An employee may take unpaid carer's leave by agreement with the employer.

17.9 Bereavement Leave

A full time employee is entitled to use up to 16 hours personal leave as bereavement leave on each occasion, and on production of satisfactory evidence of the death in Australia of either a member of the employee's immediate family or household, or outside Australia where the employee travels outside Australia to attend the funeral. A part time employee is entitled to take two days, up to a maximum of 16 hours bereavement leave on the same basis as prescribed for full time employees, except that leave is only available where the part time employee would normally work on either or both of the two working days following the death.

Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, the Company and the employee should agree on the length of a period of unpaid bereavement leave. In the absence of agreement, a full time employee is entitled to take up to 16 hours unpaid leave, and a part time employee is entitled to take up to two days unpaid leave, to a maximum of 16 hours.

18. Employee Entitlements

It is important for all parties, in particular employees, to be confident that the Company has made adequate provision for the accrued employment entitlements of its employees, and that those entitlements are secure.

The Company remains committed to ensuring that it has made adequate provision for accrued employment entitlements, and to providing clear and accurate information regarding accrued entitlements to employees. To assist in maintaining this commitment, the Company will:

Ensure employee's pay advice records accurately reflect their individual accrued leave entitlements;

Allow individual employee's access to their own leave records; and

Invite up to four (4) nominated employee representatives to attend a briefing, to be held once each quarter, where the Company will present information regarding the status of the Company's accounts in relation to the provision for accrued employment entitlements. Provided that the briefing will not interfere with the ordinary performance of work in any way, including any reporting back to employees after any briefing. The information provided in the briefings will be communicated to all employees using the current agreed processes."

During the life of the Agreement the parties agree to discuss and consider the feasibility, value and cost of implementing a scheme that provides portability of entitlements through an industry trust fund.

PART 3

TERMS AND CONDITIONS OF EMPLOYMENT

19. Hours of Work

- 19.1 The employees' hours of work will be flexible in order to meet customer and job requirements. It is also the intention of the Company to take into account employees' flexibility requirements subject to business and client needs. This may include extended shifts, afternoon and night shifts and weekend work. The stated intent of the parties is to maximise the amount of work that is completed in normal hours, thus requiring a high level of flexibility and commitment to the objectives.
- 19.2 As a general guide, a full-time employee will work 38 ordinary hours each week. This may include up to twelve (12) ordinary hours on each rostered shift. The number of days, hours per day worked and roster of days worked will vary to suit the requirements of the business. The roster will be established in consultation with employees. As a general guide, ordinary hours of work will be Monday to Friday with Nominal Start time of 7:20 am.
- 19.3 Rostered Days Off will be on an agreed basis, which may include a group RDO taken to coincide with customer RDO's. Employees required to work RDO's would normally reschedule the RDO to a time suitable to both parties.
- 19.4 The rate of pay for ordinary hours of work on weekends (shift work) is as follows: Saturday shall be paid at time and one half; Sunday shall be paid at double time.
- 19.5 Subject to agreement and 24 hours notice, the Company or employees may vary the rostered hours of work as necessary in order to be responsive to client needs or to accommodate employee personal commitments. The notice period may be waived if the relevant employees agree to do so. However the working of ordinary hours in excess of 8 hours in any one day will only be implemented with agreement of the affected employees.
- 19.6 The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the Company between 6 .00am and 6.00pm. The spread of hours may be altered by up to one hour at either end of the spread, by agreement between the Company and the majority of employees concerned, or in appropriate circumstances, between the Company and the relevant employee.

20. Meal Breaks.

The parties recognise that the scheduling of meal breaks will be flexible, and will be taken at times convenient to operational needs. Normally, a meal break of 30 minutes will be taken between 11:30am and 1:30pm.

Other conditions are as shown in the Site Policy relating to Meal Breaks.

21. Shiftwork

21.1 Definitions

"Rostered Shift" means any shift of which the employee concerned has had at least 24 hours notice.

"Afternoon Shift" means any rostered shift finishing after 6.00pm and at or before midnight.

"Night Shift" means any rostered shift finishing subsequent to midnight and at or before 8:00am.

By agreement between the employer and the majority of employees concerned or in appropriate cases, an individual employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

21.2 The ordinary hours of each shift worker, whether the shift is continuous or not shall be an average of 38 per week.

21.3 Shift Allowances

For any employee engaged on shiftwork, the ordinary rates of pay are as follows:

Day shift: paid at ordinary time rates

Afternoon shift: paid at ordinary time rates plus 15%

Night shift:

Where an employee works less than five (5) consecutive rostered shifts on night shift, time and one half for the first two (2) hours and double time thereafter or,

Where an employee works more than or equal to five (5) consecutive rostered shifts on night shifts, ordinary time rates of pay plus 30%

21.3.1 Weekend Shifts

Saturday shifts shall be paid at time and one half and Sunday shifts at double time

21.3.2 Public Holidays

Continuous shifts on a public holiday shall be paid at double time. Other than continuous shifts shall be paid at double time and one half.

22. Overtime

22.1 All time worked in excess of the ordinary hours in clause 18 and Clause 20 will be paid at time and a half for the first two hours and double time there after.

- 22.2 An employee required to continue at work on overtime for more than one and a half hours after his/her normal ceasing time, who was not notified before leaving work on the previous day or shift that he/she would be required to work overtime, will receive either a meal free of cost and further meals for each subsequent meal break into which the work extends, or a meal allowance at the Award rate in lieu of the above.
- 22.3 Transport Home - Where an employee working overtime finishes work at a time when reasonable means of transport is not available to them, the Company will within a reasonable time transport or organise transport for the employee to his/her home.

23. Call-Outs & Stand-Bys

- 23.1 The spirit of this clause is to maintain flexible work practices and customer satisfaction. Whilst employees should attend callouts with the expectation of being at work for four (4) hours on the assigned work - which may take less time - it is not the intention to fill the time out with additional, routine or scheduled work. However, it is possible that additional work directly related or peripheral to the call-out work will arise once the job is underway. The called-out employee(s) would be asked to complete such additional work as part of the original call-out.
- 23.2 Call outs are an accepted part of the job and all employees will respond within reason at any time to meet customer needs. Failure to do so on a regular basis will be considered a breach of employment conditions and be subject to the discipline warning procedures. Where an employee on-call is called out to the workplace, he or she will be paid for a minimum of four (4) hours work at the rate of time and one half for the first two hours and double time thereafter.
- 23.3 An employee called out to the workplace will undertake work as assigned. If the employee completes all the assigned work within 4 hours and no other work is available, the employee may return home and receive the minimum 4-hour payment.
- 23.4 This clause does not apply where it is customary for an employee to return to the workplace to perform a specific job outside the employee's ordinary working hours, or where overtime is continuous with the commencement or completion of ordinary working time.

Any issues with the application of this clause need to be brought up through the Dispute Settling Procedure.

24. Classification Structure

CLASSIFICATION NUMBER	CLASSIFICATION TITLE
C6	Engineering Technician Level IV Engineering Tradesperson - Special Class Level III
C7	Engineering Technician Level III Engineering Tradesperson - Special Class Level II
C8	Engineering Technician - Level II Engineering Tradesperson - Special Class Level I
C9	Engineering Technician - Level I Engineering Tradesperson - Level II
C10	Engineering Tradesperson - Level I Production Systems Employee
C11	Engineering/Production Employee - Level IV
C12	Engineering/ Production Employee - Level III
C13	Engineering /Production Employee Level 11
C14	Engineering /Production Employee Level 11

The career opportunities for employees within the metals industry are as set out in the National Metal and Engineering and associated Industry Award (1998). However, the classifications at C5 to C1 do not form part of this agreement.

25. Wages

A full-time employee will be paid wages not less than the wages for the appropriate classification, as in Attachment 2.

The weekly rate of pay for the above classifications in this Agreement is an all purpose rate inclusive of any allowance or other payments that could otherwise apply (except for annual leave loading) i.e. it represents an all purpose rate, including any allowance for, but not limited to:

Hot Places

Hot Work

Dirty Work

Restrictive Spaces
High Places

Oil Tanks

Explosive Powered Tools

Disability

The above listed allowances may apply after agreement in special cases where employees are working at customer sites and extraordinary conditions are in existence.

26. Allowances

26.1 First Aid Allowance

ABB Service Centre is committed to providing a safe place of work and in complying with all relevant OHS Acts, Regulations, and Standards. To that end, ABB will provide facilities and trained personnel that will ensure such compliance.

It is intended to phase out the First Aid allowance in favour of point(s) under MISTAS and the following will apply to First Aid allowance ONLY:

Nominated First Aiders (number to satisfy the OHS Act and Regulations, but nominally four) will have the choice of either MISTAS points or payment at the Award rate (as proclaimed from time to time). Preference for nominated First Aider will be given to those with Industrial First aid training;

Relief for the nominated First Aiders, who have not elected to take the points, would be paid the Award allowance for the time spent as a nominated first aider;

All other employees who have current, certified first aid training and are willing to use the skill (i.e. as needed, or as a relief) will be given the points under MISTAS.

All other employees who hold the skill but do not wish to use it will not be given point(s) under MISTAS. Those who currently claim the point(s) but are unwilling to use the skills will lose any points awarded to date.

In all cases, the first aid and emergency response service provided by Serco (on BHP Steel's site) will be available to supplement requirements if a nominated first aider is unavailable.

26.2 Site Work - Team Leader Allowance.

For work (not deliveries, site inspections or liaison) done on site (i.e. not at a premises controlled by ABB) where it is necessary for an employee to:

Interpret, understand, sign-off and work under site-specific OHS conditions;

Liaise directly with the customer's Site Supervisor;

Provide direction to others;

Display and use leadership skills

And,

That employee is not already paid as a Team Leader, or receiving an allowance for a Team Leader role,

Then,

The nominated Team Leader will be paid the appropriate Allowance for the time spent in that position. This also applies if less than three employees are in the workgroup on site.

This condition can be varied by agreement with the individual or majority in a group of employees.

The operation of this clause is specific to Workshop-based personnel engaged on occasional site work.

27. Wages Increases

During the term of this Agreement, wages rates will be increased as follows:

TIMING	INCREMENT
On signing of the Agreement	2.0%
6 months after signature	2.0%
12 months after signature	2.0%
18 months after signature	2.0%
24 months after signature	2.5%
30 months after signature	2.5%

Each increase will commence the pay period following the due date.

28. Performance Incentive Scheme.

28.1 ABB will offer employees participation in a Performance Incentive Scheme. The basis of the scheme is that each employee can gain an Incentive Payment when the business exceeds the performance criteria. The Incentive Scheme will operate to a maximum value of 4% of permanent, hourly payroll and against KPI's that will be driven by business viability, productivity, & profitability.

28.2 The parties agree that the scheme should be subject to annual review (within three months following the anniversary of the signing of the Agreement) through the Consultative Committee.

29. Payment of Wages

Payment of wages for employees will be fortnightly by Electronic Funds Transfer (EFT) to a maximum of two bank accounts as nominated in writing to the Company by the employee. A third bank account is available at the discretion of the Site Manager.

30. Apprentices

30.1 The terms of the agreement will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by an Apprentice Authority.

30.2 Rates of pay

The minimum weekly wage and hourly rate for apprentices shall be as follows:

4 YEAR TERM APPRENTICESHIP	% OF C10 LEVEL
First	42%
Second	55%
Third	75%
Fourth	88%

31. Termination of Employment

31.1 Notice of termination by the Company

In order to terminate the employment of a full-time or part-time employee, the Company shall give to the employee at least the period of notice specified in the following table:

PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.

Payment in lieu of notice will be made if the Company does not require the appropriate notice period to be worked. Employment may be terminated by the employee working part of the required period of notice and by the Company making payment for the remainder of the period of notice.

The period of notice in this clause shall not apply in the case of dismissal for serious and wilful misconduct that justifies instant dismissal, or in the case of casual employees, or tasks where the employment is terminated by the expiration of the fixed term or completion of the specified task respectively.

31.2 Notice of termination by employee

The notice of termination required to be given by an employee is the same as that required of the Company, save and except there is no requirement on the employee to give additional notice based on the age of the employee concerned.

If an employee fails to give notice the employer shall have the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

31.3 Time off during notice period

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

32. Superannuation

32.1 Superannuation contributions will be made by the Company on behalf of all eligible employees to a complying fund, in accordance with the relevant superannuation legislation.

32.2 Salary Sacrifice provisions

An employee may request that the Company make additional contributions to the superannuation fund to which, at the date this Agreement is made, employer contributions are being made on the employee's behalf. These contributions are distinct from and in addition to employer contributions as defined above. For the purposes of this clause, these additional contributions will be known as "Salary Sacrifice Contributions".

All arrangements for Salary Sacrifice Contributions are subject to the Company's approval and any relevant statutory obligations.

On each occasion on which the Company makes a salary sacrifice contribution for an employee, that employee's gross earnings shall be reduced by an amount equal to the salary sacrifice contribution. For the purposes of this sub-clause "occasion" means the calculation and processing of the payroll in accordance with the applicable pay period.

Salary Sacrifice Contributions can be made to the level of the "Aged Board Deduction Limits" issued by the Australian Taxation Office, less the amount of Company contributions.

Employees may arrange to have Salary Sacrifice Contributions made at a set weekly dollar amount: or as a percentage of earnings.

Other than in pressing circumstances, an employee may not vary their Salary Sacrifice Contributions more than once per annum at a time determined by the Company.

32.3 Record of Salary Sacrifice Contribution Arrangements

Where an employee elects to enter into a Salary Sacrifice Contribution arrangement, the details of the arrangement will be recorded and circulated to the employee.

32.4 Additional Superannuation

The Company agrees to provide to all permanent employees a contribution of one per-cent (1.0%) of the employee's wage or salary in relation to ordinary hours of work only, for the purpose of funding an appropriate insurance arrangement. At the employee's election, this insurance contribution rate may be directed to Death and/or Disability insurance cover, Income Continuance insurance (for example injury or illness) or as a superannuation contribution - or any combination of those options - provided that the Company's contribution rate is no more than 1.0% of the employee's annual wage or salary in relation to ordinary hours of work in any year of service.

In the event that an employee's insurance arrangements under this clause exceeds the Company's contribution rate in any year of service, the employee will contribute the balance of the costs via a

written salary sacrifice arrangement. The Company's contribution rate may not in any circumstances be taken as a part of an employee's salary.

Unless an alternative scheme is agreed in writing between the Company and an employee, this insurance contribution must be made through the appropriate superannuation scheme.

This insurance contribution scheme (but not the contribution rate) may be reviewed on an annual basis by the Company, or as required due to changes in the details of any relevant insurance policy or legislation affecting the scheme.

In the event the Company decides to discontinue the scheme, the parties will discuss whether the contribution rate is to cease or be made to the employee's superannuation fund.

32.5 Changes to the Applicable Law

In the event that the law governing taxation and superannuation changes in such a way as to render any part of this clause unattainable or ineffective or, in the opinion of the Company, inappropriate, the Company, affected employees and the Union will meet to discuss the matter; and if appropriate to vary or terminate this clause.

32.6 Resolution of Disputes and Grievances

Where an employee wishes to raise a grievance in relation to this clause or its operation, the employee shall contact the Company's pay office. If the matter cannot be resolved, it shall be referred to the Human Resources Manager or nominee, and to the Union. Any grievance that cannot be resolved at the local level shall be resolved in accordance with the Dispute Resolution Procedure in this Agreement.

PART 4

LEAVE ENTITLEMENTS

33. Annual Leave

33.1 All employees covered by this Agreement are entitled to annual leave in accordance with the *NSW Annual Holidays Act 1944*.

33.2 By mutual agreement between the employee and the Company, Annual Leave will be taken at short notice if the work situation is such that there is no work immediately available. Employees with 4 weeks or more accrued leave will be first to be asked to take annual leave, provided such individual persons are not required for specific work.

33.3 Annual Leave Loading is paid at the rate of 17.5% per annum.

34. Long Service Leave

Currently an employee covered by this Agreement is entitled to long service leave in accordance with the NSW the *Long Service Leave Act 1955*. Leave is reserved on this matter to re-open discussions between the parties during the life of this agreement.

35. Public Holidays

An employee (other than a casual employee) is entitled to the following public holidays without loss of pay:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, and an additional public holiday either as prescribed in the Metal,

Engineering and Associated Industries Award or a Union Picnic Day and any other day proclaimed as a holiday for the State or observed generally.

The Union Picnic Day may be substituted for another Industry Picnic Day by agreement of the majority of employees.

The Company and employees may reach agreement to substitute any other day for the day or days described above. Where an employee is required to work on a public holiday, the employee shall be paid at the prescribed award rates.

35.1 An employee absent without leave on the full working day before or the full working day after a public holiday or holidays shall forfeit wages for the holiday as well as for the day or part day of absence, except where the Company is satisfied the absence was due to illness or other reasonable cause supported by a medical certificate or other satisfactory evidence.

36. Parental Leave

An employee covered by this agreement shall be entitled to Parental Leave in accordance with the *NSW Industrial Relations Act 1996*.

In the event that the Company makes any changes to the Parental Leave policy, these will apply to this Agreement.

PART 5

COMMUNICATIONS & BEST PRACTICE

37. Dispute Settlement Procedures

The parties to this Agreement are committed to eliminating industrial disputation, and preventing any interruption to the performance of work and consequential loss of production and wages. To achieve this objective, the parties will work to resolve disputes and workplace issues in accordance with the Dispute Settlement Procedure contained within the Metals and Engineering and associated Industry Award (1998).

38. Impact of Client Industrial Disputes on Company Contracts' Work

38.1 Where employees of a Client engage in industrial action, the employees covered by this agreement will continue work uninterrupted.

38.2 The only exception to clause 31.1 is where the parties agree that in the circumstances of the industrial action taken by employees of the Client, there is a reasonable concern that normal work would expose the employees to an imminent risk to health and safety.

38.3 Subject to relevant provisions of the occupational health and safety law, even if the employee(s) have a reasonable concern about an imminent risk to his or her health or safety, the employee(s) must not unreasonably fail to comply with a direction to perform other available work that is safe and appropriate for the employee to perform.

39. Right of Entry of Union Officials

- 39.1 Subject to notifying the relevant Workshop Manager in advance of his/her intentions and complying with normal site requirements, an authorised industrial officer may enter the workshops, during working hours, for the purpose of holding discussions with the employees at the premises in any lunch time or non-working time.
- 39.2 Subject to notifying the Workshop Manager in advance of his/her intentions, and complying with normal site requirements, an authorised industrial officer may enter, during working hours, the workshops for the purpose of investigating any suspected breach of the industrial relations legislation or this agreement, in accordance with the *NSW Industrial Relations Act 1996*. The official shall not interfere with work being carried out on/in the Workshops.

40. Occupational, Health, Safety, Environment and Risk Management

The company is wholly committed to the health, safety, and welfare of its employees at work and believes that employee participation is an integral part of creating a safe and healthy work environment. As part of this commitment the company will have an active Safety Committee that will have the following functions:

Assist in the development of a healthy and safe working environment and safe systems of work

Investigate any unsafe matters brought to the committee's attention, in liaison with the HSE Adviser

Assist in the monitoring of any measures taken to ensure the safe use, maintenance and if necessary, replacement of equipment designed to protect employees from potentially hazardous situations.

Make recommendations as appropriate to ensure the health, safety, and welfare of all employees and contractors of ABB Australia Pty Limited.

On approval from management, to carry out site inspections using hazard checklists and make appropriate recommendations.

Assist management in accident investigation. Assist management by recommending the appropriate personal protective equipment required to ensure the health, safety, and welfare of employees.

In line with the company's commitment to occupational health and safety and further improve on its record in this area, the company is committed to a number of initiatives to provide an even safer work environment for all its employees, including:

Implementation of Port Kembla Workshops Health Safety and Environment (HSE) Plan

Job Safety and Environmental Analysis (JSEA) - preparation and review

Unsafe Acts Prevention (UAP)

Hazard Alert notebooks

It is considered a condition of employment that all members of the workforce are committed to and comply with:

All the above initiatives,

All policies and procedures developed in the interests of employees Health, safety, environment, and welfare,

Any other requirement imposed on the company in the interests of employee health, safety, environment, and welfare.

Failure to comply with any of the above is considered a serious breach of employment and repeated offences will result in the discipline and warning procedure being applied and may lead to termination of employment.

The Hazard Alert booklet shall be used as an integral part of our formal warning system when dealing with breaches of occupational health and safety.

The parties to this Agreement agree to adopt the following principles as a guide to handling safety issues

- (i) That all employees shall act in good faith and co-operate to find or create a safe working environment so that work may continue;
- (ii) That should a portion of a project be affected by safety issues, all other employees not so affected shall continue to work;
- (iii) That should a portion of a project be affected by safety issues, employees so affected shall accept transfer to another work location on the site or to another site or other place of work, if, in the opinion of the Company, useful work is available in that area, other site or place of work is within the scope of the employees' skill, competency and the flexibility provisions as contained within the scope of the parent award.
- (iv) That employees shall accept the use of protective clothing where that will allow work to continue safely;
- (v) That employees who cannot be employed on productive work may, at the opinion of the Company, be required to use available time for activities such as skill development, planning, consultation, information sharing, etc.

40.1 Workshop Safety Committee

40.1.1 In accordance with the *NSW Occupational Health and Safety Act 1983*, the Company will ensure that a workshop safety committee is established for each of the workshops within the scope of this Agreement.

40.1.2 The Company will work to ensure a broad employee participation in each workshop safety committee to: -

Increase the number of employees who formally participate in important workplace issues;

Ensure that employees' responsibilities do not conflict or impinge upon their ability to perform their work within the ordinary hours of work and any scheduled overtime.

41. Communication and Consultation.

In order to enhance the consultation process and ensure that issues are raised, discussed, and resolved in a timely manner the following will be implemented.

41.1 Employee Meeting Time

Employees will be given 10 minutes paid meeting time immediately prior to the weekly ToolBox Meetings. This period will be for the whole group of employees to raise issues of importance with their Consultative Committee representatives, who can then prioritise the issues and raise them at the ToolBox Meeting; refer them to the Consultative Committee agenda; or discuss them with their immediate supervisor as appropriate.

Urgent or important issues should be discussed immediately with the immediate supervisor, the OHS, or Consultative Committee representative - or raised through the Dispute Settling Procedure;

Where a Union official wishes to discuss issues with the workforce, this can be arranged through the Site Manager. Such meetings will be arranged to minimise disruption to the business and ABB's customers.

41.2 Consultative Committee.

Open, honest communication and consultation are seen as vital to the success of our business. The role of the Consultative Committee (CC) is to represent the ideas and opinions of the employees covered by this Agreement. The CC is one of the ways in which employees can 'have their say' about how the business is run. The Consultative Committee is not a decision-making body as the final decision rests with the Site Manager, but it is a powerful influencing body with the ability to provide input from employees. This should result in better decisions being made.

A consultative process will be established and a committee formed to represent all parts of the business. It will monitor the achievement of defined objectives and resolve any workplace issues. Employees covered by this Agreement will play an active part in the Consultative Committee.

Minutes of committee meetings will be recorded and distributed in a timely manner. An agenda system will allow prior consultation with employees on matters to be discussed at the next meeting.

The communication mechanism established through the Consultative Committee will be an essential part of ensuring success is achieved in the subjects that are dealt with. With the ongoing influence of restructuring and the high priority of enterprise bargaining, the consultative committee will play a large part in the successful operation of the enterprise.

The Consultative Committee, which will meet on a regular basis, will deal with a range of issues, typically:

- Review work practices and identify areas of impediment to productivity and

- Work place flexibility.

- Refine performance indicators to measure productivity.

- Discuss other issues affecting the total workforce.

41.3 EBA Negotiation Feedback

During the period of renegotiating the EBA (see Item 6) the employees will be allowed paid feedback meetings, generally following regular discussions between the parties to the agreement. The duration and frequency of these meetings will be at the discretion of the Site Manager but will be agreed in advance as part of the negotiation timetable.

PART 6

MISCELLANEOUS

42. Protective Clothing

42.1 Clothing Issue.

The Company will provide Personal protective clothing in line with the current policy on site. Such policy is subject to change after consultation with the site OHS Committee and the OHS Co-ordinator.

A points (or other agreed) system will be introduced (see Site Policy on PPE) to allow employees a limited choice of clothing, dependent on personal choice and wear patterns. The system will be designed to allow employees the choice of two sets of clothing per year plus a winter jacket or jumper every two

years. It is the employee's responsibility to select appropriate clothing that will ensure compliance with the Company or Site policy at all times.

Clothing issue will usually be once per year, between April and June where possible.

Two (2) full sets of clothing (excluding winter jacket or jumper) will be provided to permanent employees at the start of their employment.

Clothing remains the property of ABB Australia Pty Ltd and must be returned if an employee leaves the Company during their probationary period. A deduction of the FULL COST of any unreturned clothing will be made from final payouts if this is not complied with.

Employees agree to wear the protective clothing as supplied. Failure to do so may lead to disciplinary action.

Employees agree to maintain the uniform to the standard required by the Company (as decided by the Site Manager) at their own cost. Items damaged beyond repair will be replaced at the discretion of the Site Manager.

43. Training & Skills Development

- 43.1 Skills development is an integral part of the philosophy adopted by the parties to the Agreement.
- 43.2 Through the consultative process a Skills Development program will be implemented which will support flexible work practices and multi-skilling. Training will be, wherever practical, designed to meet recognised national and state standards so that portability is achieved. However, the Company reserves the right to arrange training that best suits the Company's needs and will work towards having such training recognised and accredited.
- 43.3 The parties agree to have a written training policy and plan completed through the Consultative Committee within six months of the signing of the Agreement
- 43.4 Once a person is classified at a particular level in the classification structure with his/her skills utilised in productive work, he/she will be paid at the pertinent rate.

44. Paid Union Training Leave

With practical consideration of work demands, union delegates shall be allowed up to 5 days paid training leave per year to attend relevant Trade Union Training courses cited and approved by TUTA or the union.

45. Signatures of the Parties

Signed for and on behalf of Alex Spillett
ABB Australia Pty Limited

Date: 29 April 2003

SIGNED FOR AND ON BEHALF OF THE AUTOMOTIVE FOOD METALS ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION, NEW SOUTH WALES BRANCH ("AMWU") UNION

Secretary Paul Bastian

Date: 26 May 2003

SIGNED FOR AND ON BEHALF OF THE AUSTRALIAN WORKERS UNION, NEW SOUTH WALES BRANCH
("AWU") UNION

Secretary Phillip Graham Reid

Date: 29 April 2003

APPENDIX A

POLICY - EMPLOYER & EMPLOYEE RESPONSIBILITIES

1. Policy Statement

1.1. In order to maintain an effective and harmonious working environment, ABB Service Pty Limited (the "Company") has expectations of employees to abide by standards of behaviour, and recognise the responsibilities they hold in relation to the company, other employees and themselves.

2. Supporting Statements

Employee responsibilities include:

Treating others in a professional and respectful manner

Positively contributing to client agreements and requirements.

Adhering to the policies and procedures at the Company.

Conducting work in a way that is competent, safe, and responsible and in accordance with performance standards and their position profile.

Protecting and safeguarding the confidentiality and property of clients, employee, and the Company.

Avoiding conflicts of interest with the Company and other personal or business interests.

Reporting for work as rostered unless otherwise negotiated through leave conditions.

Advising the manager or supervisor in the event of absence as early as possible, and at least 2 hours after commencement of work time.

Accepting responsibility for own performance development and seek opportunities for improvement.

Respecting the rights and needs of other employees and treat them equitably and with dignity.

In order for employees to effectively meet their responsibilities, the Company will:

Treat all employees equitably and with trust, dignity and concern for their rights and needs.

Provide a safe and healthy workplace.

Advise employees of expectations on performance standards and conduct.

Provide necessary information, learning opportunities, resources, and support.

3. Implementation

In the event that either party does not meet their responsibilities, issues can be dealt with under the Staff Development and Performance Review policy, the Performance Monitoring policy, and/or the Employee Grievance policy.

APPENDIX B

EX - BHP EMPLOYEES

1. This agreement acknowledges that employees who have been made redundant from BHP have received payments in accordance with their award, statutory and contractual entitlements in respect of redundancy pay, notice of termination and/or payments in lieu of notice of termination; and
2. ABB will not be required to have regard to the BHP employees' service with BHP for the purpose of calculating their entitlements to redundancy pay and notice in lieu of termination or payments in lieu of notice with ABB.