

ENTERPRISE AGREEMENT

NO. EA 98/148

DATE REGISTERED 1-4-98

PRICE \$ 24

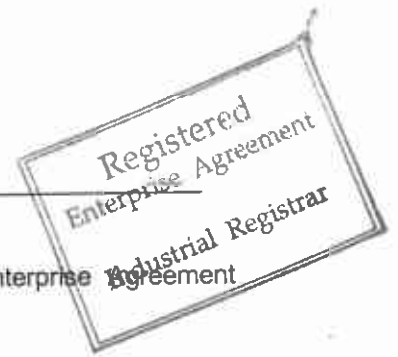
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ENTERPRISE AGREEMENT

1998

**ABB INDUSTRY PTY LIMITED
(BHP NEWCASTLE)**



1. TITLE

This Agreement shall be known as the ABB Industry (BHP 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, referred to throughout this agreement shall mean the first full pay period on or after the nominated date.

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 to perform work for BHP at the BHP Steelworks Newcastle. Where there is any inconsistency between this Agreement and the Award, the Agreement shall prevail to the extent of the inconsistency.

5. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation from the date of 1 January, 1998 and remains until 1 July, 2000. The parties to this agreement undertake to commence negotiations on 1 April, 2000, 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.
- * 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



17. 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.

18. SUPERANNUATION

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

19. TOP UP / 24 HOUR ACCIDENT INSURANCE

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

20. PROCEDURE FOR RESOLVING CLAIMS, ISSUES, AND DISPUTES

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.

(a) Impact on Client

To protect the credibility of the Company and the job security of employee's, the parties agree that disputes will be managed in accordance with the disputes settlement procedure and that work will continue without interruption during the process.

If the above procedures fail to settle a claim, issue or dispute and industrial action is intended which will interrupt or delay BHP Rod and Bar Products Division operations, then no such action will occur until the expiry of 10 days from the time a written notice of such intended action has been given to the Company by the relevant union official.

(b) Impact on Client's Industrial Disputes

When the Company's employees are working within the boundaries of a client's operation and other employees enter into an industrial stoppage, the employees will continue to work where:

- (i) The work is in terms and specifications of a specific fixed price contract, whether described by the client as capital, maintenance or services
- (ii) The work can be continued without carrying out any work of the other employees on strike

In instances where work physically cannot continue because of the other employees' stoppage, there will be no restriction on work carrying on in the Company workshop (whether on site or not) or carrying out work at another contract location.

21. PICNIC DAY

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 work shall be scheduled on the first Monday of December each year which is the Annual Building Industry Picnic Day.

Employees working on Maintenance work for BHP shall substitute their day off to align with the steelworks " picnic day " which normally occurs around Anzac Day each year.

22. 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.

ABB Industry (BHP Newcastle)



23. SIGNATORIES

Signed by: *[Handwritten Signature]*
For and on behalf of ABB Industry Pty Limited

Date: 6/2/98

Signed by: *B. Rendon*
For and on behalf of ETU NSW BRANCH

Date: 10-3-98