

ENTERPRISE AGREEMENT

NO. EA 98/169
.....

DATE REGISTERED 28-5-98
.....

PRICE \$ 38-00
.....

**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA98/169

TITLE: H R Glossop Enterprise Agreement, 1998-1999

I.R.C. NO: 98/2106

DATE APPROVED/COMMENCEMENT: 28 May 1998

TERM: Expires 1 December 1999

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to the Company in respect of all apprentices, tradespersons and non-trades electrical workers who are engaged pursuant to the Electrical Contracting Industry (State) Award

PARTIES: H. R. Glossop Pty Ltd -&- Electrical Trades Union of Australia, New South Wales Branch

H. R. GLOSSOP PTY. LIMITED

Registered
Enterprise Agreement
Industrial Registrar

H R GLOSSOP PTY LTD

ENTERPRISE AGREEMENT

H R GLOSSOP PTY LTD
ENTERPRISE AGREEMENT 1998 - 1999



1. INTRODUCTION

This agreement has been jointly developed by H R Glossop Pty Ltd its employees and the ETU, 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 market place, thus delivering projects on time within budget along with job satisfaction and security for employees.

2. TITLE

This agreement shall be known as the H R Glossop Enterprise Agreement, 1998-1999.

3. DEFINITIONS

For the purpose of this Agreement

- * "Agreement" means this Enterprise agreement.
- * "Company" means H R Glossop Pty Ltd
- * "Construction Work" has the same definition as contained in the Parent Award.
- * "Employee" means an employee of the Company performing work within the scope of this Agreement.
- * "Parent Award" means the Electrical Contracting Industry State Award 1992
- * Union means The ETU (Electrical Trades Union OF Australia, NSW Branch.)



4. OBJECTIVES

The parties of 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.
- * Create a co-operative, safe and productive environment of 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 Parent Award and this Agreement for all employees.
- * To substantially reduce disputation and eventually eliminate lost time due to disputation.

5. PARTIES BOUND

This Agreement shall be binding upon:

- a. H R Glossop Pty Ltd
- b. All employees engaged in any of the occupations, industries or callings specified in the Parent Award.
- c. Electrical Trades Union Of Australia NSW Branch
- d. National Electrical Contractors Association.



6. APPLICATION OF AGREEMENT

This Agreement applies to the Company in respect of all apprentices, tradespersons and non trades electrical workers who are engaged pursuant to the Parent Award. Employees engaged on a casual basis shall be paid in accordance with the provisions of the Electrical Contracting Industry State Award as varied from time to time.

Where there is any inconsistency between this Agreement and the Parent Award, the Agreement shall prevail to the extent of the inconsistency.

7. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation from the date of registration and remain in force till 1st December 1999.

8. NO EXTRA CLAIMS

The employees and the Union shall not pursue any extra claims, either Award or over Award for the life of the Agreement. Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement.

9. 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.

10. CONDITIONS OF EMPLOYMENT

a. It is a term of condition of employment and of the obligations and rights occurring under this Agreement, that an employee:

- i) Properly use and maintain all appropriate protective clothing and tools and equipment provided by the Company for the specified circumstances: and
- ii) Use any technology and perform any duties which are within the limits of the employees skill, competence and training: and

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12. CONSULTATIVE MECHANISM

The parties agree that a precondition for the effective operation of the Agreement is the establishment of consultative mechanisms with the Company. To this end, a Consultative Committee comprising of Company appointed representatives and employee elected representatives shall be established and maintained. The purpose of the Consultative Committee shall be to consult, develop, recommend and assist to implement strategies and measures designed to achieve the objectives outlined under Clause 4 of this Agreement.

13. HOURS OF WORK

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 affected site personnel so as to provide greater flexibility and 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, quality and quality of life.

The parameters for ordinary hours for the purpose of this Agreement shall be an average of 38 hours per week and shall be between 6am and 6pm on any or all of the days Monday to Friday. The ordinary hours of work shall be worked continuously except for meal breaks. Different methods of implementation of the hours of work may be applied to various groups or sections of employees by agreement.

Staggered starting and finishing times may be introduced by agreement with employees at the site to help overcome any problems or potential delays. As a consequence, breaks taken during the course of the day shall be also staggered.

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.

Shift Work

The above flexible hours of work provisions will also apply to shift work as defined by the Parent Award.



(i) ROSTERED DAYS OFF (RDO'S)

The parties agree to increased flexibility with regard to the taking of RDO's. RDO's may be rescheduled or staggered over the work cycle rather than on industry RDO days. By agreement between the Company and an employee, RDO's may be banked to a maximum of 5 days. Records of each employee's RDO status will be kept by the Company and made available to the employee upon request.

(ii) STARTING

Employees where required shall be at the workplace (i.e. physical location of task at hand) dressed and equipped and ready to commence work at the work start time. Wash up time shall occur after finish time.

(iii) TIME OFF IN LIEU

Where an employee works overtime, the employee may by mutual agreement with the Company, forgo payment for the overtime and be released for an equivalent period of ordinary hours with pay i.e. on hour for hour basis.

14. WAGE INCREASES/PRODUCTIVITY ALLOWANCE

In recognition of the productivity measures herein and subject to the continued commitment and to the implementation thereof, the following rates of pay as appendix to this agreement to apply.

These wages increases will be in lieu of any increase granted by the Industrial Relations Commissions during the term of this Agreement and will also be in lieu of all disability payments, special rates and multi-storey allowances except the BHP Construction Allowance. BHP Construction Allowance to be paid as per the Wage Schedule A Appendix to this Agreement.

Expense related allowances (with the exception of Fares) will be paid in accordance with the Award and varied as the Award. BHP Construction Allowance to be paid only where the work on any one day exceed 2 hours or more.

Site/project/productivity allowances will only be paid where an allowance is either:

- (a) Awarded by the Industrial Relations Commission: or
- (b) Contractually required by the Client/principal contractor to be paid.



In the event that the Company undertakes work on a project which a specific project Award of the Industrial Relations Commission has been made, then it is agreed that the provisions of that award shall apply to the project in lieu of this agreement.

- (c) Productivity allowance

A productivity allowance of \$1.00 per hour to be paid on all Commercial Building Projects with a project value greater than \$15m. Nil for apprentices. This allowance to be paid on new projects tendered after the date agreement is reached on this enterprise Agreement.

The ETU have advised that a group of Wollongong based Contractors have agreed to pay \$1.25 per hour on projects over \$5M. Subject to satisfactory confirmation the Wollongong contractors would pay the same allowance on these particular building projects. This allowance to be paid on new projects only, except where the Builder guarantees reimbursement for the Contractor.

This Productivity allowance will not apply on any project where a select tender nominates competitors who do not have enterprise Agreements with this provision and therefore places this Company's employees at a disadvantage.

Productivity allowances to be absorbed into site allowances except where contract conditions require otherwise.

15. SUPERANNUATION

The Company will pay superannuation contributions into the NESS Superannuation Scheme (or C+BUS where this is being paid for existing employees) for each employee. The contribution rate shall be as required by the Superannuation Guarantee Legislation, provided that the weekly minimum contribution for all employees, except for apprentices and trainees will be.

\$40.00/Week to 30/06/98
\$45.00/Week from 01/07/98
\$50.00/week from 01/04/99

All superannuation contributions will be paid monthly as required by the Trust Deed.

16. REST PERIOD AFTER OVERTIME

The provisions of subclauses 20.2 and 21.4.1 of the Award shall be altered to provide for a minimum rest period of 8 consecutive hours off duty.

Unless:

- (i) greater than 16 hours has been worked in one period or
- (ii) more than two consecutive 16 hour shifts have been worked.

No rest period to apply if recalled to work to attend a breakdown unless the work exceeds 3 hours.

17. REDUNDANCY/TOP UP INSURANCE

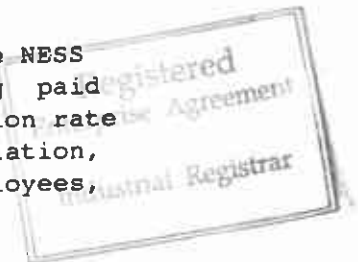
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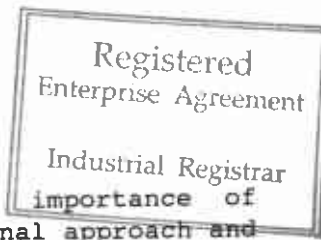
Redundancy will be paid strictly in accordance with the provisions of the Electrical Contracting Industry Redundancy and Technological Change (State) Award, except that the reference to "ordinary and customary turnover of labour in Clause 3(1V) shall be deleted. Contributions to a severance or redundancy scheme will only be made where the Company is required by contract condition.

An apprentice remaining in the employment of the Company at the conclusion of his/her apprenticeship shall commence his/her period of continuous service for redundancy calculation purposes only on the day following his/her apprenticeship completion.

17.2

Top up insurance will be provided by the Company on projects where contractually obliged at time of Tender submission.





18. UNIFORM AND CLOTHING

(a) The Company and its employees recognise the the Company client relationship and the professional appearance of each employee and as such employees issued with company uniforms and clothing shall wear such items during all working hours and each employee shall maintain their clothing in a respectable condition.

Clothing will be replaced every 12 months or as deemed by the company and will be in August each year. The standard issue shall consist of:

- 2 pair long cotton drill trousers.
- 2 long sleeve cotton drill shirts, fitted with appropriate logo.
- or any other combination of clothing as agreed to by the Company and their employees.

1 pr safety boots (To be replaced on a wear and tear basis)

Clothing/Uniform issue is restricted to employees with greater than 3 months service (i.e. after 456 continuous hours).

There shall be no automatic re-issue of clothing where an employee is placed on a new site.

(b) Sloppy Joe/Jackets

Employees issued with sloppy joes and jackets will wear this clothing in addition to their normal clothing issue where the weather or climate is such that the employee requires additional warm clothing. Sloppy joes and jackets will be fitted with appropriate Company logo.

Sloppy joes and jackets will only be provided to permanent employees with greater than 3 months service. Employees issued with sloppy joes and jackets will only have them replaced on a wear and tear basis upon presentation of the old unserviceable items. There will be no automatic re-issue of sloppy joes or jackets where an employee is placed on a new site.

(c)

The above mentioned clothing issue shall be fixed and not subject to any site agreement.

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19. TRANSFER OF LABOUR

If a halt to productive work occurs which is not the fault of the responsibility of the Company, the parties agree that employees can be relocated to other unaffected areas to continue productive work or to other sites if work is available.

Where labour is lent or lent on hire as a means of providing continuity of employment during downturns of work. It is agreed that this will be done by consultation and agreement with the individual or individuals involved, with Union representation if necessary. This may lead to some of the provisions of this agreement not applying

20. CALL OUTS

Staff with company vehicles agree to make themselves available for "Call outs". The company agree they will not make unreasonable requests on staff to attend "Call outs".

21. SKILL DEVELOPMENT

The Company acknowledges the changing pace of technology in the electrical contracting industry and the need for employees to understand those changes and have the necessary skill requirements to keep the Company at the forefront of the industry.

The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) Developing a more highly skilled and flexible workforce.
- (b) Providing employees with career opportunities through appropriate training to acquire the additional skills as required by the Company.

Taking into account:

- * The current and future skill needs of the Company.
- * The size structure and nature of the Company.

- * The need to develop vocational skills relevant to the Company and the Electrical Contracting Industry.



22. TRAINING

Staff agree to be available for up to 20hrs/year for training, the first 4 hours to be unpaid, the balance to be paid at ordinary rates. Except where an employee request that he undertake training in his own time and the company agree to pay for the course only. This training does not include BHP Inductions. The company agree they will not make unreasonable requests for staff to attend training.

23. WET WEATHER PROCEDURE.

The company and the employees will collectively work towards the minimisation of lost time due to inclement weather. Common sense and safety will be the guiding principles.

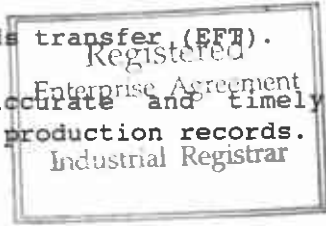
Further to this, the company and the employees undertake to adopt the following principles with regard to inclement weather.

- * Necessary work or making good/safe will continue until the work can no longer be carried out in a safe manner
- * If it is required appropriate clothing will be provided by the Company whilst work continues in an inclement weather situation. Such clothing will remain the property of the Company.
- * Walking to and from unaffected areas on a project or site will be carried out using the appropriate clothing supplied by the Company.
- * If, in the opinion of the Company, useful work is available in another area or site, the employees shall accept transfer to that area or site.
- * Where the Company believes initiatives described in the above are not practical or would be non-productive, the non-productive time can be used for activities such as skill development, training or the planning and re-programm of the project.

24 PAYMENT OF WAGES

Wages will be paid weekly by electronic funds transfer (EFT).

Each employee is responsible for the accurate and timely completion and provision of time sheets and production records.



25. QUALITY ASSURANCE

The Company has made a major investment of resources having obtained certification to IS9002.

The parties endorse the underlying principles of the Company's Quality Management system which seeks to ensure that its service are provided in a manner which best conforms to the requirements of the contract with its customer. This requires the company to establish and the employees to follow the procedures, document their compliance and participate in the improvement process.

26. TOOLS

The parties agree that:

- (a) A review of the tool list has been carried out by employee representatives and a new tool list has been agreed to.
- (b) All employees shall maintain an adequate number of tools as agreed in the standard tool list. (Copy attached)
- (c) The payment of the tool allowance is conditional on employees maintaining the adequate number of tools.
- (d) All new employees must satisfy the consultative committee that he/she has the adequate set of tools before he/she is paid the tool allowance.
- (e) All employees to have a suitable cordless electric drill as part of their set of tools.

27. COMPANY - EQUIPMENT - CARE

All employees shall:

- (a) Book all equipment out when equipment is taken from store.
- (b) Return all equipment to store after completion of the work it was taken for and to book it in.
- (c) Any equipment that is returned after use that is faulty is to be booked in at the showroom counter for repairs and the supervisor advised accordingly. The faulty equipment must have an "out of service" tag filled out and attached stating the fault or fault description.



28. OCCUPATIONAL HEALTH AND SAFETY

The company is committed to provide a safe and healthy working environment in which our employees can work. The emphasis of this commitment is on the identification of potentially unsafe practices and the prevention of accidents and injury.

In order to maintain this commitment, the company will provide the resources, skills and training necessary to assist Managers and employees to provide and maintain a high standard of Occupational Health and Safety within the Company. It is the policy of the company that all operations are carried out in compliance with statutory requirements, established standards and the Company's policies and procedures. Work will be planned so as to avoid foreseeable hazardous situations and conditions.

Managers and supervisors have the responsibility at all times to maintain a safe working environment, to ensure that safe working procedures are in place and observed and to assist in the rehabilitation of injured employees.

Employees have the responsibility at all times to observe safe working procedures, to notify management of any potential hazards and to work in such a way that controls the risk of injury to themselves and other employees with whom they work. Such behaviour will be encouraged and employees will not be prejudiced by compliance. The company will ensure that a positive attitude to this process is developed in supervisors and management as well as in employees so that continuous improvement is achieved in OH&S performance.

Employees also have the responsibility to wear protective clothing and/or equipment appropriate to the task at hand.

In the event of an employee sustaining an injury at work, the Company supports the development of appropriate systems to sensitively manage injuries through rehabilitation programs that facilitate the earliest possible return to work.

All parties to this agreement are committed to the provision and maintenance of a safe and healthy working environment. The parties shall ensure that there shall be strict compliance to all Acts and regulations to ensure there is protection to all.

The parties recognise that safety education and safety programs are fundamental to the achievement of a safe and healthy working environment.

Issues will be dealt with in accordance with Clause 11, or where relevant, State Legislation, Regulations or Codes of Practice, and will involve vacating only those areas where safety is at

risk. It is agreed that no industrial action, interruption to, or dislocation of work shall occur before a conciliatory approach being conducted to discuss and resolve and OH&S issue at a workplace level.

29. PERFORMANCE MEASUREMENT

The parties to this Agreement recognise that in order to achieve its objectives, there is a requirement to develop productivity and efficiency indicators to measure, monitor and to identify ways of continually improving performance and competitive market position.

The performance indicators and targets are to be developed by the Consultative committee and include:

- (a) Reduction in absenteeism, labour turnover and lost time
- (b) Waste
 - * Amount of rework
 - * Volume
 - * Number of defects
 - * Consumable usage/wastage rate measures
 - * Waiting time
 - * Damage or loss to tools and equipment
- (c) Quality
 - * Number of non-conformances
 - * Customer satisfaction
- (d) Occupational Health and Safety
 - * Lost time frequency rates
 - * Severity rates
 - * Incidence rates
 - * Rehabilitation progress
- (e) Productivity
- (f) Communication



30.

This agreement was not entered into under duress by any party to it.

31. SIGNATORIES

Signed By... *[Signature]* Date. *1/4/98*.
For and behalf of H.R. GLOSSOP PTY LTD

Signed By... *B. Reed* Date. *24/4/98*
For and behalf of the Electrical Trades Union of Australia, NSW Branch

Schedule A - All-purpose hourly wage rates

| CLASSIFICATION | Upon commencement | | From 16 March 1998 | | From 28 Sept 1998 | | From 29 March 1999 | | From 1 July 1999 | |
|----------------------|--------------------|------------------------|----------------------|----------------|----------------------|-------------|----------------------|-------------|----------------------|-------------|
| | Current Award rate | 3% above current award | Including BHP Allow. | 4/8 % Increase | Including BHP Allow. | 4% Increase | Including BHP Allow. | 4% Increase | Including BHP Allow. | 4% Increase |
| 24.05.96 | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Grade 1 | 10.94 | 11.27 | 12.12 | 12.24 | 13.24 | 12.73 | 13.73 | 13.24 | 14.24 | 13.77 |
| Grade 2 | 11.50 | 11.85 | 12.70 | 12.87 | 13.87 | 13.36 | 14.36 | 13.92 | 14.92 | 14.48 |
| Grade 3 | 12.05 | 12.41 | 13.26 | 13.49 | 14.49 | 14.02 | 15.02 | 14.59 | 15.59 | 15.17 |
| Grade 4 | 12.61 | 12.99 | 13.84 | 14.11 | 15.11 | 14.60 | 15.60 | 15.26 | 16.26 | 15.87 |
| Grade 5 unlicensed | 13.42 | 13.82 | 14.67 | 15.02 | 16.02 | 15.62 | 16.62 | 16.24 | 17.24 | 16.89 |
| Grade 5 cert of regn | 13.75 | 14.18 | 15.01 | 15.39 | 16.39 | 16.00 | 17.00 | 16.64 | 17.64 | 17.31 |
| Grade 5 qual super | 14.03 | 14.45 | 15.30 | 15.70 | 16.70 | 16.30 | 17.30 | 16.97 | 17.97 | 17.65 |
| Grade 6 qual super | 14.59 | 15.03 | 15.88 | 16.33 | 17.33 | 16.98 | 17.98 | 17.66 | 18.66 | 18.37 |
| Grade 7 qual super | 15.70 | 16.17 | 17.02 | 17.57 | 18.57 | 18.27 | 19.27 | 19.00 | 20.00 | 19.76 |
| Grade 8 qual super | 16.81 | 17.31 | 18.18 | 18.81 | 19.81 | 19.50 | 20.50 | 20.35 | 21.35 | 21.16 |
| Grade 9 qual super | 17.37 | 17.89 | 18.74 | 19.44 | 20.44 | 20.22 | 21.22 | 21.07 | 22.07 | 21.87 |
| Grade 10 qual super | 19.04 | 19.61 | 20.40 | 21.31 | 22.31 | 22.16 | 23.16 | 23.05 | 24.05 | 23.87 |
| APPRENTICES | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Indentured 1st year | 5.41 | 5.57 | 6.42 | 6.05 | 7.05 | 6.66 | 7.66 | 6.93 | 7.93 | 7.20 |
| Indentured 2nd year | 7.15 | 7.39 | 8.21 | 8.00 | 9.00 | 8.80 | 9.80 | 9.15 | 10.15 | 9.52 |
| Indentured 3rd year | 9.03 | 10.23 | 11.08 | 11.11 | 12.11 | 12.22 | 13.22 | 12.71 | 13.71 | 13.22 |
| Indentured 4th year | 11.33 | 11.67 | 12.52 | 12.68 | 13.68 | 13.95 | 14.95 | 14.51 | 15.51 | 15.09 |
| Trainee 1st year | 6.10 | 6.28 | 7.13 | 6.83 | 7.83 | 7.51 | 8.51 | 7.81 | 8.81 | 8.12 |
| Trainee 2nd year | 8.03 | 8.27 | 9.12 | 8.99 | 9.99 | 9.89 | 10.89 | 10.28 | 11.28 | 10.69 |
| Trainee 3rd year | 10.86 | 11.19 | 12.04 | 12.15 | 13.15 | 13.37 | 14.37 | 13.90 | 14.90 | 14.46 |
| Trainee 4th year | 11.87 | 12.23 | 13.08 | 13.28 | 14.28 | 14.61 | 15.61 | 15.20 | 16.20 | 15.80 |

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Notes: 1. The wage increases are payable from the first full pay period on or after the dates specified.

2. Fares allowance of \$8 per day; travel allowance of \$12 per day for tradespersons, pro-rata for apprentices and non-trades.

H R GLOSSOP PTY LTD ELECTRICAL MECHANICS BASIC TOOL KIT

- ALLEN KEYS (SET OF WHITWORTH AND METRIC)
CHISEL - COLD CHISEL
CABLE LUG CRIMPING TOOL - RATCHET 3 x COLOURS
FILES - 250MM FLAT FILE
 - 250MM ROUND FILE
 - RAT TAIL FILE
HACKSAW - HACKSAW
 - JUNIOR HACKSAW (FOR MICC CABLE CUTTING)
CONDUIT CUTTERS
VICE GRIPS
CABLE CUTTERS
HAMMERS - CLAW HAMMER
 - HAMMER (3LB OR METRIC EQUIVALENT)
KNIFE - STANLEY
MULTIGRIPS - 250MM
PLIERS - LONG NOSE PLIERS
 - INSULATORS PLIERS
PUNCHES - CENTRE PUNCH
PLUMB BOB
STRING LINE
SCREW DRIVERS - SMALL
 - MEDIUM
 - LARGE
 - PHILLIPS HEAD - 2 SIZES
 - INSULATED
SIDE CUTTERS - INSULATED
SPANNERS - WHITWORTH SET SPANNERS 3/16, 1/4, 5/16, 3/8, 1/2, 5/8, 3/4
 - METRIC SPANNERS (SIZES EQUIVALENT TO ABOVE WHITWORTH)
 - B.A. TUBE SPANNERS (1 SET OF)
 - ADJUSTABLE (IE SHIFTING) SPANNER (LARGE AND SMALL)
STEEL SQUARE
SPIRIT LEVEL - 300MM
TIN SNIPS - 250MM
TAPE MEASURE - FLEXIBLE STEEL 5-8 MTS
TOOL BAG OR BOX
TEST LAMP SET - UP TO 415V & ANALOGUE MULTIMETER
TORCH - INSULATED
TROWEL - POINTING (OPTIONAL)
WRENCHES - TAP WRENCH
 - STILSON WRENCH 20-50MM
WIRE STRIPPER TO SUIT CABLES 1MM-6MM
WIRING RULES BOOK (AS3000) - PART 1 (CURRENT EDITION)
CORDLESS DRILL (MIN 7.2V)

