

ENTERPRISE AGREEMENT

NO: E.A. 298 /1993

DATE REGISTERED: 27/9/93

PRICE: \$ 22.00

Email Westinghouse Pty Ltd., Air Handling Division,

Regents Park

CERTIFIED AGREEMENT 1993

1. TITLE OF AGREEMENT

This Agreement shall be known as the Air Handling Division NSW Clerical Employees Enterprise Agreement.

2. ARRANGEMENT

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3. PARTIES TO THE AGREEMENT

This Enterprise Agreement, made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of section 115-142 of the said Act, entered into between Email Westinghouse Pty Ltd., Air Handling Division of 30 Auburn Road, Regents Park NSW 2143 of the one part and the employee's of Email Westinghouse Pty Ltd., Air Handling Division in the Regents Park, Artarmon and Wickham workplaces with clerical occupations of the other part.

It is agreed by the parties as follows:

4. INTENTION

This Agreement shall only apply to employees identified in Clause 1, and situated in the following locations:

- 30 Auburn Road, Regents Park NSW 2143
- 77 Whiting Street, Artarmon NSW 2064
- 23 Church Street, Wickham NSW 2293

5. DURESS

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

6. APPLICATION AND INCIDENCE

This Agreement shall apply at the establishment of Email Westinghouse Pty Ltd., Air Handling Division situated at:

- 30 Auburn Road, Regents Park NSW 2143
- 77 Whiting Street, Artarmon NSW 2064
- 23 Church Street, Wickham NSW 2293

The incidence of this Agreement shall be as prescribed by Clause 35 of the Clerks (State) Award NSW, insofar as those provisions relate to the parties referred to in Clause 1 of this Agreement.

The Agreement shall be read and interpreted wholly in conjunction with the Clerks (State) Award NSW, provided that where there is any inconsistency this Agreement shall take precedence to the extent of the inconsistency. To that extent, this agreement displaces the following clauses of the Clerk's (State) Award - NSW: Clause 7 (iv) Work on a R.D.O.; Clause 10 (ii) Payment of Wages; Clause 11 (i), (ii), (iv), (v), (vi) overtime; and Clause 11A Time off in lieu of overtime. Except as provided for in this Agreement all other terms and conditions of employment shall be determined by the Clerk's (State) Award - NSW.

*Carey & Counsel
Attorneys*

*J. Fisher
G. Pedersen
M. Llewellyn
G. Whp*

*M. Lund
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M. Stojic
P. Reading*

*ut
J. Munkh
Bellett
J. Scatt*

7. AGREED PROVISIONS

7A. PURPOSE

It is understood and agreed by the parties to this Agreement that there exists a shared commitment to continue improving productive performance and the competitive position of the Company, both domestically and internationally.

Customer response time, smooth workflow and extended hours of service are considered to be critical elements in the maintenance of the continual improvement process.

The measures incorporated in this Agreement are specifically designed to remove impediments to the achievement of optimum flexibility, particularly in regard to hours of work, whilst maintaining a realistic and competitive labour cost structure.

7B. FLEXIBLE WORKING HOURS PROGRAM

A system of flexible working hours has been developed in consultation with the employees affected and the agreed provisions are as follows:

i. Summary

This programme is a system whereby employees may accrue credit (points) for extra time worked at the request of their supervisor.

Points can be "cashed-in", or "spent" by arrangement at employees discretion on time off with pay.

ii. Points Designation

A minimum number of points (to be called "R" points) will be built up before participants can spend additional points accrued (to be called "D" points).

iii. Minimum Points

200 points (these are R-points).

iv. Extra Time Worked In Any One Day (Monday to Friday)

Maximum of 2 hours (20 points).

v. Extra Time Worked In Any One Week

Maximum of 10 hours (100 points).

vi. Working Extra Time.

Extra time may only be worked when directed by supervision. At the request of the supervisor, employees are required to work reasonable time in addition to their ordinary daily or weekly hours of work. This additional time shall be recognised as D-points or R-points in accordance with these rules. It is understood that personal commitments and needs will be taken into account in determining what is reasonable.

vii. Working Overtime

(a) Monday to Friday: All time worked beyond the 2 extra hours daily maximum shall be at double time rates. This time may be accrued as points at the discretion of the employee and will be credited at the rate of 20 points per hour.

(b) Weekends and Public Holidays: Will be paid in accordance with the Clerks (State) Award - NSW.

viii. Points Accrual Rate

Points will be accrued at the rate of 10 points for each hour of extra time worked.

*Ernie Beare
M. Whom*

*J. Fisher
J. Pedersen
K. Lawson*

*4 J. Lund
K. Bell
M. Stojic
F. Read
G. Wh
Bell
Scott*

Accrual of R-points has priority over accrual of D-points.

ix. Spending of Points

D-Points (Discretionary): The Company will have no control or influence over the spending of D-points. Employees may choose how D-points are spent, as follows:

a. Money Conversion

Points can be converted directly through the pay office. The money value of converted points will be added to the weekly pay, taxed accordingly, and transferred by EFT to the employee's bank account.

b. Leisure Time

By prior arrangement with the supervisor, as for annual leave, points can be used for paid leisure time up to a maximum of 2 weeks in any one amount. The minimum unit of paid leisure time is 6 minutes (1 point).

c. Sick Pay

In cases of prolonged illness or where sick leave has run out, points can be used for sick pay. The usual rules covering sick leave (doctors certificates, etc.) will apply.

d. Annual Leave

Points can be used for paid leisure time up to a maximum of 1 week in connection with annual leave; or can be cashed-in when annual leave is taken, to provide additional spending money.

R-Points (Reserve): R-Points are designed to be held in reserve to overcome the disruption caused by downturns in the level of business. During slack periods, and following consultation, employees will be provided with paid leave by drawing upon R-points, at Company initiative.

x. Termination of Employment

The sum of D-points and R-points will be cashed-in at the rate of pay on termination and included with ordinary earnings.

xi. Points Value

10 points = 1 Hour at the ordinary time hourly rate of pay.

7C. WAGES

i. Wages will be increased as follows:-

Wage Group	Col 1	Col 2	Col 3	Col 4
Grade 5	1.5%	1.5%	1.5%	1.5%
Grade 4	1.5%	1.5%	1.5%	1.5%
Grade 3	1.5%	1.5%	1.5%	1.5%
Grade 2	1.5%	1.5%	1.5%	1.5%
Grade 1	1.5%	1.5%	1.5%	1.5%

ii. The wage increases in subclause a. hereof shall be payable as follows:-

a. The increase shown in Column 1 shall be payable from the beginning of the first full pay period to commence on or after the date of certification of this Agreement.

- b. The increase specified in Column 2, shall be payable 6 months from the beginning of the first full pay period on or after the date of certification of this Agreement.
 - c. The increase shown in Column 3 shall be payable 12 months from the beginning of the first full pay period on or after the date of certification of this Agreement.
 - d. The increase shown in Column 4 shall be payable 18 months from the beginning of the first full pay period on or after the date of certification of this Agreement.
- iii. The wage increases specified in subclause a. of this Clause shall be payable in addition to the current agreed enterprise rates of pay and shall constitute part of the all purpose rate of pay in respect of employees covered by this Agreement.
 - iv. The wage increases referred to in subclause b. of this Clause shall not be absorbed into any overaward payment.
 - v. There shall be no claims for further wage increases for the life of the Agreement.

8. DISPUTES/GRIEVANCE HANDLING PROCEDURE

- i. The parties to this Agreement shall observe the following disputes/grievance handling procedure:
 - a. Employee notifies the employer (in writing and otherwise) as to the substance of the grievance, requests a meeting with the management and states the remedy sought.
 - b. Discussion held between employee (and representative) and first line manager.

If the matter not resolved

- c. Employee (and representative) confers with senior manager.
If the matter not resolved
 - d. Joint meeting with more senior management representative.
If the matter not resolved
 - e. Referral to a mutually agreeable third party for mediation.
If the matter not resolved
 - f. Referral to the Industrial Relations Commission.
- ii. The procedures require:
- a. reasonable time limits to be set for discussion at each stage
 - b. normal work to continue while the procedure is being followed
 - c. if the matter has not been resolved at the conclusion of the discussion, the employer must provide a response to the employee's grievance, including reasons for not implementing any proposed remedy.
 - d. that the employee may be represented by an industrial union.
In a dispute between employers and their employees each party may be represented by their respective industrial organisations.

9. **TERM**

This Agreement shall operate from the date of registration and shall remain in force for a period of 2 years unless varied or terminated by the provisions provided by the Act.

10. **RENEGOTIATION & REVIEW**

In consideration of the renegotiation and review of this agreement it is important to note that the Company's long term position can best be served by further improving the skills and efficiency of its employees. It is thus recognised that increases in wages and conditions are an important element of this improvement.

It also should be recognised that for the business to survive it needs to cope with greater international competition locally and with lower selling prices in export markets. Therefore, significant levels of improvement must be achieved in order for the Company to retain its present competitive position.

Against this background it is agreed that the parties at the outset will agree on a set of guidelines for monitoring the progress of improvement measures referred to herein, in the form of productivity, efficiency and flexibility gains.

In the last quarter of the agreement period, performance against these guidelines would provide a basis for determining the extent and timing of any wage increase and the contents of any subsequent enterprise agreements including wages, conditions and site improvements.

11. Signed for on behalf of Email Westinghouse Pty Ltd., Air Handling

Division:

E. Brink *M. Graham* *G. Ewing* *C. Bleasel*

E. Brink
Director

Michael Graham
Plant
Accountant

George Ewing
Production Manager
Filtration

Carolyn Bleasel
Corporate
Personnel Officer

[Signature]

(Witness)
21/7/93

Carolyn Bleasel

(Witness)
21/7/93

Carolyn Bleasel

(Witness)
21/7/93

M. Graham

(Witness)
21/7/93

Signed by:

Signature	Name	Occupation	Witness
✓ <u>J.A. Fisher</u>	<u>FISHER, JUDITH ANN</u>	<u>SECRETARY</u>	<u>J. Pedersen</u> <u>5/7/93</u>
✓ <u>J. Pedersen</u>	<u>Pedersen Jacqueline</u>	<u>Order Processor</u>	<u>J.A. Fisher</u> <u>5/7/93</u>
✓ <u>G. Hip</u>	<u>GREG HIP</u>	<u>CREDIT OFFICER</u>	<u>G. Scott</u> <u>5/7/93</u>
✓ <u>G. Scott</u>	<u>GREG SCOTT</u>	<u>TRAINEE ACCOUNTANT</u>	<u>G. Hip</u> <u>5/7/93</u>
<u>M.A. Stojic</u>	<u>MARICIA E. STOJIC</u>	<u>CLERK (M/C)</u>	<u>J.A. Fisher</u> <u>5/7/93</u>
<u>E. Muhl</u>	<u>ERNIE BAUTISTA</u>	<u>PAYMASTER</u>	<u>M.A. Stojic</u> <u>5/7/93</u>
✓ <u>Bernadette Suarez</u>	<u>Bernadette Suarez</u>	<u>Secretary</u>	<u>M.A. Stojic</u> <u>5/7/93</u>
✓ <u>Ilinka Percan</u>	<u>ILINKA PERCAN</u>	<u>PURCHASING CLERK</u>	<u>M. Lund</u> <u>6/7/93</u>
✓ <u>M. Lund</u>	<u>MIRIAM LUND</u>	<u>RECEIVING CLERK</u>	<u>Ilinka Percan</u> <u>6/7/93</u>
✓ <u>John Reading</u>	<u>John Reading</u>	<u>Accounts Clerk</u>	<u>J. Pedersen</u> <u>6/7/93</u>
✓ <u>VAN TU CHAU</u>	<u>VAN TU CHAU</u>	<u>ACCOUNT PAYABLE</u>	<u>John Reading</u> <u>6/7/93</u>
✓ <u>Ann Bellett</u>	<u>ANN BELLETT</u>	<u>SECRETARY</u>	<u>J.A. Fisher</u> <u>6/7/93</u>
✓ <u>Karen Newson</u>	<u>Karen Newson</u>	<u>Branch Admin Clerk</u>	<u>John Reading</u> <u>6/7/93</u>

	Signature	Name	Occupation	Witness
✓	<u>Barbara Brown</u>	<u>BARBARA BROWN</u>	<u>CLERK</u>	<u>[Signature]</u> <u>15/1/93</u>
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