

ENTERPRISE AGREEMENT

NO: E.A. 74 /1996

DATE REGISTERED: 7-3-96

PRICE: \$ 10.00

MID COAST ELECTRONICS ENTERPRISE AGREEMENT

1995

1. TITLE OF THE AGREEMENT

This agreement shall be known as the:

“Mid Coast Electronics Enterprise Agreement”.

2. PARTIES TO THE AGREEMENT

The enterprise agreement is made in accordance with the provision of sections 115-142 of the Industrial Relations Act 1991 between:

Mid Coast Electronics and

The employees of Mid Coast Electronics

3. THE ENTERPRISE

The enterprise for which the agreement is made is:

Michael Francetich and Berenice Ellen Francetich trading as:
Mid Coast Electronics, 32 Warlters Street, Port Macquarie.

4. TRADES AND OCCUPATIONS

The trade covered by this agreement is the Electronics Trade.

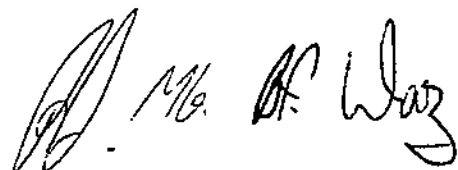
5. INTENTION

This agreement shall apply to all employees in the occupation of Technician in the Electronics Trade identified, situated at :

32 Warlters Street, Port Macquarie.

6. DURESS

This agreement was not entered into by either party under duress from the other party or any other person or persons..



7. INCIDENCE

The agreement shall regulate, partially, the terms and conditions of employment previously regulated by the Electrical Contracting Industry (State) Award, NSW.

Apart from clauses specified in the agreement all other clauses of the award shall apply.

8. DISPUTES/GRIEVANCE PROCEDURE

1. Discussion held between manager and employee.
2. If the matter is not resolved, technical manager to be brought into discussions.
3. If the matter is still not resolved, referral to a mutually agreeable third party for mediation.
4. If the matter still not resolved, referral to the NSW Industrial Relations Commission.

9. TERM OF THE AGREEMENT

This agreement shall operate from the date of the registration and shall remain in force for a period of 1 year unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1991.

10. RE-CALL TO WORK

An employee who is rostered to be available for after hours work (the "on call" technician) will be paid a standby allowance of :

\$4.00 per day weekdays (4.30pm to 9.00pm)
\$15.00 per day weekends or public holidays

The on call roster will be on a weekly basis unless otherwise agreed between employees. The on call employee is to be available for after hours work up until 9.00pm. This is to be kept to a minimum with only very urgent calls after 7.00pm.

Employees will be paid the following overtime rates for call-outs. Payment will commence from time of leaving home to time of returning home or up to the equivalent time if elsewhere when a call to work is received.

Weekdays

| | |
|-----------------|-----------------|
| Time and a half | 4.30pm - 7.30pm |
| Double time | 7.30pm - 9.00pm |

Weekends

Saturday

| | |
|-----------------|------------------|
| Time and a half | 9.00am - 12.00pm |
| Double time | 12.00pm - 9.00pm |

Sunday

| | |
|-------------|-----------------|
| Double time | 9.00am - 9.00pm |
|-------------|-----------------|

11. CALL-OUT WHERE NOT ROSTERED ON, OR CUSTOMERS WITHOUT SERVICE AGREEMENT.

Where an employee is called out when not rostered on, a flat payment in addition to overtime rates is to be paid as follows.

This payment is also payable if the on call technicians attends the call.

| | |
|--------------------|---------|
| Security call-outs | \$20.00 |
| Other call-outs | \$30.00 |

12. USE OF EMPLOYEE'S OWN VEHICLES

A standby technician to use Mid Coast Electronics vehicles unless they are unavailable. In such case the employee will be paid at the standard rate of \$0.46c per km when using own vehicle.

13.. STANDARDS OF DRESS.

Where practicable, on call technician will wear uniform as supplied on call-outs. If not possible, smart casual clothing to be worn.

14. DECLARATION OF AGREEMENT

Signed for and on behalf of
Michael Francetich and Berenice Ellen Francetich trading as:
Mid Coast Electronics

Signature.....*M. Francetich*
Michael Francetich (Technical Manager)

Signature.....*BE. Francetich*
Berenice Ellen Francetich (Manager)

Witness.....*K. L. Oueland*

Witness.....*K. L. Oueland*

Date.....*5/2/96*.....

Date.....*5/2/96*.....

Employees party to the agreement.

Signature.....*Paul Colin Diffey*
Paul Colin Diffey

Signature.....*Matthew John Grigg*
Matthew John Grigg

Witness.....*K. L. Oueland*

Witness.....*K. L. Oueland*

Date.....*5/2/96*.....

Date.....*5/2/96*.....

Signature.....*Warren James Brown*
Warren James Brown

Witness.....*K. L. Oueland*

Date.....*5/2/96*.....