

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/213

TITLE: Illawarra Industrial Instrumentation Electrical Construction Enterprise

I.R.C. NO: 00/3507

DATE APPROVED/COMMENCEMENT: 8 August 2000

TERM: 31 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

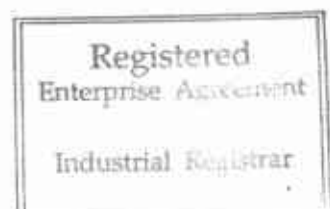
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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged pursuant to the Electrical Contracting Industry (State) Award and engaged upon construction work within the Illawarra Region

PARTIES: Electrical Trades Union of Australia, New South Wales Branch -&- Illawarra Industrial Instrumentation



Document Identification

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Industrial Registrar

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1.0 Introduction

This Agreement has been jointly developed Illawarra Industrial Instrumentation Pty Ltd, its employees and the Electrical Trades Union of Australia, New South Wales Branch, 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.

2.0 Title

This Agreement shall be known as the Electrical Construction Enterprise Agreement 2000-2003.

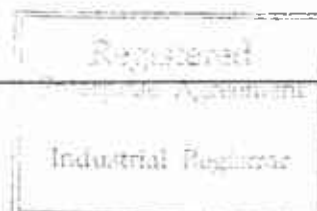
3.0 Definitions

- For the Purpose of this Agreement:
- "Agreement" means this Enterprise Agreement.
- "Company" means "Illawarra Industrial Instrumentation Pty Ltd" (ABN 74-003-283-805).
- "Construction Work" has the same definition as contained in the Parent Award.
- "Illawarra Region" is deemed to be the area bound by, and inclusive of Kiama in the south, Stanwell Park in the North and the escarpment to the west.
- "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 Electrical Trades Union of Australia, New South Wales Branch.

4.0 Objectives

The parties to this Agreement are committed to the following shared objectives:

- To ensure customer satisfaction in the provision of services.
- Increasing the competitiveness, productively, 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 employee.
- 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 eliminate lost time due to disputation.



5.0 Parties Bound

This Agreement shall be binding upon:

- a) Illawarra Industrial Instrumentation Pty Ltd, and
- b) All employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Parent Award, and
- c) Electrical Trades Union of Australia, New South Wales Branch.

6.0 Application of Agreement

This Agreement applies to the Company in respect to all employees who are engaged pursuant to the Parent Award and who are engaged upon construction work within the Illawarra Region. If the Company has secured work outside of the Illawarra Region, an employee:

- a) Will be paid a minimum of the rates outlined in this agreement if specifically requested by the Company to work on that site.
Where there is another ETU/NECA based agreement with higher rates and conditions, the higher rate EBA will apply.
Where there are different conditions, the employee may decide which EBA will apply, but one agreement shall apply.
- b) May be offered work at that location at the rates that apply for that area and if applicable, taking into account Clause 27, Distant Work.
- c) May determine that redundancy would be more appropriate.
- d) Where there is any inconsistency between this Agreement and the Parent Award, the Agreement shall prevail to the extent of the inconsistency.

7.0 Date & Period of Operation

This agreement shall come into operation from the date of certification and remain in force until 31 March 2003.

The parties to this Agreement shall continuously monitor the application of the Agreement via a Consultative Committee.

8.0 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. Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the Company until the Agreement's nominated expiry date has passed. Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement.

9.0 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.

10.0 Conditions of Employment

- a) It is a term and 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 supplied by the: Company for specified circumstances; and

- ii. Work reasonable overtime if requested by the company. This may require work any day of the 7-day week. Overtime will be paid on the appropriate award conditions with the hourly rates of this EBA applying; and
 - iii. Use any technology and perform any duties which are within the limits of the employee's skill, competency and training; and
 - iv. Provide accurate and timely completion of documentation required by the company especially relative to timesheets, QA and safety documentation.
 - v. Understand that termination of employment will be based on job requirements and skills and that the principle of "last on - first off" will not apply. It is the needs and requirements of the Company, together with the efforts, skills and abilities of the employee which will be the determining factors regarding the retrenchment of employees. However, where efforts, skills and abilities are equal then seniority shall take precedence; and
 - vi. Maintain commitment to, and comply with the Company's directions (consistent with the objectives of the Agreement) with respect to, safety, quality, site cleanliness and waste management; and
 - vii. Provide and maintain an adequate kit of tools in accordance with Parent Award requirements; and
 - viii. Be committed to the objectives in Clause 4 of this Agreement.
- b) All new employees (other than casuals) will be engaged on the basis of a 3-month probationary period, which shall count as service. The Company reserves the right to terminate a probationary employee at any time during this 3-month period subject to a week's notice or payment in lieu thereof.
- c) The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.

11.0 Dispute Settlement Procedure

The parties agree that one of the fundamental objectives of this Agreement is to eliminate lost time in the event of a dispute. Further that it is in the best interests of both parties to achieve prompt resolution of disputes.

The most effective procedure to achieve this, is for the responsibility for resolution to remain as close to the source as is possible, it is with this uppermost in mind that the parties agree to strictly adhere to the dispute settlement procedure as follows:

- a) The employee/s or accredited employees representative wishing to raise any matter affecting the employee/s shall:
 - i. Initially raise the matter with the employee/s immediate supervisor/foreperson. If agreement is not reached at this level, the employee/s or representatives shall, then;
 - ii. Raise the matter with the Company Manager or his representative. If agreement is not reached at this level and an employee representative has been involved, the employee representative will then;
 - iii. Be provided with telephone facilities to speak to an official of the Union and request representation at a further conference to be held at a date and time mutually acceptable.
- b) Should negotiations as prescribed in (a) above fail, the matter (where appropriate) shall be referred to the National Electrical Contractors Association and the State Secretary of the Union within five working days, at which level a conference of the parties shall be convened without delay.

- c) In the absence of agreement, either party may refer the matter to the Australian Industrial Relations Commission for resolution by conciliation and/or arbitration.
- d) Whilst the above procedure is being affected, work shall continue normally.
- e) All recommendations, orders, and/or directions of the Australian Industrial Relations Commission shall be strictly observed by all parties subject to the industrial rights of the parties.

12.0 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.

Officers of the Union shall have a standing invitation to attend any such meeting. 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.

13.0 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, productivity, 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 6.00am and 6.00pm 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 also be 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 in accordance with Sub-clause 22.6 of the Parent Award.

13.1.1 Shift Work

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

13.1.2 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 five (5). Records of each employee's RDO status will be kept by the Company and made available to the employee upon request.

13.1.3 Starting

When starting on site, employees shall be at the nearest gang box or site shed dressed and equipped and ready to commence work at the work start time.

When starting from the office employees shall be in the workshop dressed and equipped and ready to commence work and/or be taken to site at the work start time.

13.1.4 Overtime

The construction industry is an environment where overtime is essential to meet project schedules and meet shutdown targets.

All employees must make themselves available for a reasonable level of overtime so the company can meet its obligations for the work required.

The maximum acceptable level is designated as:

- 64 hours per week
- Continuous at > 56 hours/week for 4 weeks at a time
- A total occurrence exceeding 56 hours for more than 16 weeks per year

Exceeding any of these limits will mean the employee has exceeded the reasonable definition.

14.0 Wages

Wages rates for employees shall be as prescribed in Schedule A. These wage rates are effective from the dates specified in Schedule A.

These wage increases shall be in lieu of any other increases granted by the Industrial Relations Commission of New South Wales during the term of this Agreement except that should the Parent Award's all purpose hourly wages rates exceed the rates under this Award, employees shall be paid at the higher hourly rate.

Expense related allowances, with the exception of the excess fares allowance, will be paid in accordance with the Parent Award and varied as the Parent Award is varied.

15.0 Allowances

The BHP allowance applies to any work on a BHP Steel site. These include the areas known as Lysaght, CRM and Slab and Plate.

Where site contracts have specific additional allowances, these will be paid in accordance with the site contracts. Unless stated within the site agreements, the higher allowance between these EBA allowances and the specific site allowances will be paid i.e. they are not supplementary unless specified.

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16.0 No Disadvantage

No employee shall suffer a reduction in pay as a result of the making of this Agreement. The components used to determine if any financial disadvantage has occurred are wage rates, productivity allowance and excess fares and travel time only. Site allowance, superannuation, redundancy, and top-up/24 hour employee insurance contributions will not form part of an employee's income. Further, this assessment will be based on an ordinary 38-hour working week and no overtime shall be taken into account. This excludes additional provisions under Section 32 which are to be totally renegotiated at the completion of the EBA..

17.0 Superannuation

The Company will pay superannuation contributions into either the NESS Superannuation Scheme or the C+BUS Superannuation Fund for each employee. It is hereby agreed that either of these superannuation funds will be the sole fund utilised under this Agreement.

The contribution rate shall be as required by the Superannuation Guarantee Legislation, provided that the weekly minimum contribution for all employees, except apprentices and trainees, will be \$60.00 per week worked. All superannuation contributions will be paid monthly as required by the Trust Deed.

18.0 Redundancy

Redundancy will be paid strictly according to the provisions of the Electrical Contracting Industry Redundancy and Technological Change (State) Award with the exception that this agreement shall apply, notwithstanding that employment is terminated by the Company due to the ordinary and customary turnover or labour.

19.0 Clothing

Employees after 152 hours employment with the Company will be supplied with:

- a) Two sets of shorts, overalls or trousers bib und brace, or any combination of clothing as agreed between the employees and the Company which shall be replaced on a fair wear and tear basis.
- b) Safety boots will be provided on commencement of employment and replaced on a fair wear and tear basis.
- c) A jumper, or in the case of employees engaged upon construction work, a bluey jacket, which shall be replaced on a fair wear and tear basis.

20.0 Transfer of Labour

If a halt to productive work occurs which is not the fault or 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. Provided that employees will continue to be paid in accordance with this agreement during such temporary transfer.

21.0 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:

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- 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.

Where, by agreement between the employee and employer, an employee undertakes training providing skills, which are not a company specific requirement, any time spent in the completion of this training shall be unpaid.

22.0 Wet Weather Procedure

In the event of wet weather, work in the open will continue until the particular work in hand can no longer be done safely and efficiently. Whilst it is raining, employees will be required to:

- Continue to work under cover or relocate to alternative work undercover, on site.
- Obtain materials and services for employees working undercover where there is only minimal exposure to inclement weather.
- When required, perform emergency and safety work. In addition, work on unexpected breakdowns that can be corrected in limited time duration.

Should a portion of the project be affected by wet weather, all other employees not so affected shall continue working in accordance with award conditions regardless that some employees may be entitled to cease work due to wet weather.

If a halt to productive work occurs due to inclement weather the parties agree that employees may be relocated to other unaffected sites. Where the above steps are not possible, affected employees may be required to attend toolbox meetings, work planning sessions or skills development activities, all of which will count as productive time for payment purposes.

23.0 Payment of Wages

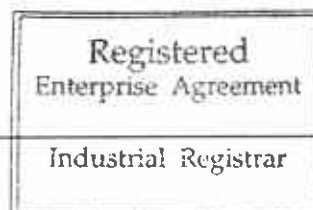
Wages will be paid weekly by electronic funds transfer (EFT). The employer shall comply with all provisions in relation to the keeping of time and wage records and production of payslips in accordance with the *Industrial Relations Act 1996*.

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

24.0 Fares & Travelling Allowances

Employees will be paid an excess fares allowance as prescribed by Schedule A per day where they have an entitlement to this allowance under the Parent Award.

Where an employee has an entitlement to the average excess travelling time payment pursuant to Subclause 4.4.2 or the Parent Award, the payment will be prescribed as by Schedule A. Both allowances are fixed for the life of the Agreement



25.0 ETU Picnic Day

In accordance with picnic day provision the Company shall require from an employee proof of picnic day attendance, i.e. ETU ticket purchased before payment will be made for the day. A ticket purchased in relation to an alternative union picnic day is not sufficient for the purposes of payment. No work shall be scheduled on the first Monday of December each year which is the Annual Building Industry Picnic Day.

26.0 Distant/Away Work

Where an employee volunteers to be transferred to a distant site, they shall not be entitled to living away allowances or travel expenses. Where an employee is specifically requested to transfer to a distant site, they shall be entitled to living away allowances.

All arrangements regarding distant sites shall be formalised in writing and witnessed by another employee. The selection of employees for away work shall be solely at the discretion of the Company.

27.0 Supplementary Labour

The parties agree that when necessary to meet short-term peak work requirements, additional labour resources will be sourced from agreed bona fide Labour Hire Companies, who meet as a minimum the wages and benefits of this agreement and have an enterprise agreement with the union signatory to this agreement.

28.0 Group Training Companies

The company when hiring apprentices or trainees from a Group Training Company shall advise the Group Training Company in writing before hiring that:

- They have an enterprise agreement with the Union; and
- The apprentices and trainees hired to the company shall be paid at least the rates and conditions of this Agreement; and
- The Group Training Company shall be notified if a site allowance/project allowance is payable.

29.0 Union Dues

The Company agrees to make payroll deductions at the request of the employee for union dues during the life of the Agreement.

30.0 Performance

The company is committed to improving performance in all aspects of its operations. Each section has Key Performance Indicators (KPI's), which provide the core performance criteria for employee acceptable performance review. The skills an employee has, and their attitude is assessed during job reviews.

The main KPI's include the following:

- a) Amount of rework required
- b) Defects from the work performed
- c) Productivity
- d) Quality of work
- e) Occupational Health and Safety
- f) Lost time
- g) Absenteeism

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The company will carry out job reviews at a minimum of every 12 months. At this time the employee's skills, attitudes and key performance indicators are assessed to determine the grading and any performance allowances/bonuses outside the EBA.

These additional allowances or bonuses are the methodology to review and promote performance either towards an increased grade or to provide individuals who provide better than average performance a return for their effort.

Where conduct/performance is unacceptable the company will adopt the following approach.

30.1 Counselling

Initially a counselling stage will occur where the employee will have a verbal meeting where the problem is discussed. This step in the process is designed to ensure that the employee is aware of the problem and give them an opportunity to review if there are any reasons for it and if the company can assist them to avoid further instances of the unacceptable performance.

The review will be conducted by the person's immediate manager.

The employees have the right to defend themselves, including calling on any witnesses or requesting assistance from other people.

This review is to be recorded and the problem, resolution and follow up requirements documented to the employees file. This will include any comments made by the employee and any actions promised by the company.

30.2 Written Warning

Should the conduct/performance not improve following the earlier counselling session, a second interview will be held with the section's manager.

The employee has the right to have higher management at this meeting and be given every opportunity to defend themselves on the claim.

A written warning will be issued to the employee and a copy filed on their personnel records. The Company has the right to request that this copy be signed by the employee. This written warning must be signed by the engineering manager or higher.

The employee can submit a reply to this letter within 2 working days. The company will sign for receipt of this by way of signing the letter and handing a copy of this back to the employee. This will also be included in the employees personnel file.

30.3 Third Stage

There are two paths available depending on the type and level of problem.

The company has the right to either terminate employment or, where the employee is getting payed a higher grade, then to offer continued employment at the lower grade.

It is solely up to the company which option is taken.

30.3.1 Termination

The employee will have an interview with a minimum of the employee's immediate supervisor, the engineering manager, and one manager familiar with the employees work.

The employee will be given every opportunity to defend themselves with assistance of any other person requested by the employee. Any defence will be documented.

The company will consider any matters raised by the employee and where any investigation is warranted, carry out the investigation by agreed personnel. The employee has the right to ask higher managers to conduct this.

30.3.2 Downgrading

As long as the employee will not be paid less than an award condition for the work performed, there is an opportunity to reduce the grade and/or any additional non-award/EBA payments as an interim solution.

Generally this will only be used with the conduct performance is unacceptable but either the overall performance is acceptable at a lower grade or the company considers that there is identified path to resolving the issue and the employee has made attempts for rectification.

In this situation the employee must be given the reasons in writing and this letter must clearly nominate if the grade reduction will make their performance acceptable, or this is an extra stage in trying to get an acceptable performance.

The conditions are the same as for written warning.

31.0 Immediate Dismissal

The company may exercise their right to immediate dismiss any employee without the consultative process for;

- a) Dishonesty including theft. Theft includes any method of theft e.g. false time sheets or other claims, theft of company equipment/goods.
- b) Use or under the influence of illegal drugs or excessive alcohol while at work.
- c) Wilful negligence in safety procedures.
- d) Fighting
- e) Misuse of the company's equipment, materials, or property.
- f) Refusal of duty. Where this is on a safety issue the company will respect the employees decision so any refusal for this reason must be made in writing including the appropriate safety report completed.
- g) Serious neglect of duty
- h) Malingering
- i) Gross insubordination or abuse
- j) Extreme inefficiency, incompetence or disobedience

32.0 Company Specific

The following aspects are specific to this Company and not part of the base ETU minimum EBA log of claims.

Please note that these are totally renegotiated after this EBA ceases i.e. any future offer will be based on the core ETU log of claims and not inclusive of these aspects.

The ability to continue any advanced benefits will depend on the productivity, cooperation and benefits in having this EBA. Aspects like abuse of conditions or costs of strike action directly effect the company profit and in turn will directly effect these conditions.

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32.1 Voting

As part of this company's approach it's personnel have an opportunity to contribute input to the decisions, as they are directly effected by the outcomes. This will be done by voting at meetings.

Where any aspect of work, pay, or interpretation is being negotiated there is to be:

- a) ETU and 100% agreement of employees if the condition or interpretation relates to the award or the core content of the EBA i.e. excluding item under Section 32.
- b) Agreed by a minimum of 75% of employees if this condition relates to items under Clause 32 or any other decisions effecting work procedures not covered by the agreement.

Management must put forward the reasons why they want the change, clarification, or other agreement. This is preferably by memo at least 2 working days before the meeting. The employees will then vote on this and this is recorded.

Employees refraining from voting will not be counted i.e. there is a non-commitment decision allowed.

32.2 Application of BHP Allowance

The allowance for site work at BHP will be shared by the group i.e. the hours worked will be divided by the total hours worked and this proportion applied to the allowance. This will be reviewed on a 3 monthly basis and this used for the next three months.

32.3 Productivity Allowance

A productivity allowance of \$1 per hour will be paid for all hours worked while-ever the company has full commitment of resources. This is not accumulative to the BHP allowance i.e. the maximum of the two will be \$1 per hour.

The company considers that it is fully committed if more than 36 (from 38) hours per week per employee are effectively allocated to direct income producing work or in other terms customer jobs. This is calculated over all staff.

While this commitment is hard to define and measure relative to the effective booking of time, as it is an over-award/EBA payment we will not try to define in this agreement. This can be influenced by staff and management to too much an extent to define and it is best left to a consultative approach or even voting situation.

The allowance will not be pro-rata i.e. it will cut off at this level.

There may be instances where the company approaches the installation team and they accept the company tendering on work without this allowance. If accepted by the EBA covered staff, then this specified project would not pay this allowance. This non-payment will again, be shared by the group.

32.4 Top Up/24-Hour Income & Accident Insurance

The company is willing to pay a percentage of the top-up/24 Hour Employee Insurance under the Wage Cover scheme or other Union agreed scheme based on the employee participation in the scheme. The employee does not have to contribute but in this case neither will the company i.e. there will be no provisions on this clause.

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It will be implemented on the following schedule:

- 1/7/2000 Company will pay 50%, employee 50%
- 1/7/2001 Company will pay 75%, employee 25%
- 1/7/2002 Company will pay 100%.

If the on site agreement requires payment, then the company will comply with this. It will not effect the above unless the hours exceed the percentage cover contributed by the company.

32.5 Travel Allowance

The payment of travel allowances will be made in accordance with the table below.

These allowances are for true stop and start on site and the employee must be on site ready to work at the required time.

32.5.1 Definitions of Starting

The following definitions are to be applied to the agreement.

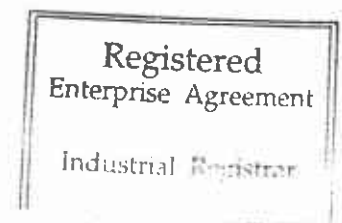
Office Start	Employee stops and starts from at the office. Employee arranges own transport and travels from home in their own time to be at the office ready for work at the required time. If work is to be performed on site, then the company will arrange travel both with respect to the vehicle and paying for the travel time as part of the normal hourly rate.
On Site Start	The company pays the site/travel allowance and work commences on site. Employee arranges own transport and travels from home in their own time to be at the nominated site ready for work at the required time.
Office Pre-Start	Employees makes their own way to the office with sufficient time to get transported to site and start at the required time. The company will provide transport to site for commencement of work on site at the normal start time. Travel allowance is paid. Some travel time may be paid if the site is above normal travel limits (see later).

32.5.2 Application of Travel Allowances for Stop/Start on Site

For any travel immediately in the Illawarra area, the travel allowance covers the time and costs for the employee to get to site for a starting time as required. The Illawarra is deemed to be bound by, and inclusive of Kiama in the south, Stanwell Park in the North and the escarpment to the west.

Where one-way travel time exceeds 45 minutes in duration, the company will:

- a) Additionally pay single time rate for the extra travel up to a maximum of 75 minutes, after which over-time would be applicable or the site hours reduced.
- b) Plus provide the transport to site by way of company vehicle.



32.5.3 Distant Work – Allowances as at 1/4/2000

Aspect	Description	Fee
Accommodation (non-city)	Hotel Accommodation or set fee per day.	\$ 45/day
Accommodation (city)	Paid by company.	
Meals	Paid for at Hotel or set fee per day.	\$ 25/day
Drinks	Own account.	
Laundry	Own account unless hours work exceed 55 hours/week.	
Transport	Company provided to/from work or agreed cost for own use.	
Site Allowance	To cover incidentals like phone calls.	\$15/day

32.6 Time in Lieu

It has been a decision of the employees that time in lieu be included in this agreement. This will be trialed with the rules below defining the implementation.

The company is happy to promote this concept as long as it is not disruptive of the scheduled work. Should the concept cause problems, this clause may be rescinded on a personal or section wide basis and normal work used.

Rules applicable to time in lieu are as follows:

- a) The employee must flag a wish to accrue time in lieu and when they can work, or when asked to work additional time they can request it be credited to time in lieu.
- b) The company has the right to nominate if this is acceptable.
- c) All time must be logged onto time sheets for the actual hours worked including showing the hours booked to time in lieu.
- d) The company cannot force an employee to work overtime as time in lieu.
- e) The company can force an employee to take the time in lieu off, especially if there is not sufficient work to go on with.
- f) Time in lieu can be accumulated for a maximum total time of 3 days unless specifically agreed by the company.
- g) The taking of time in lieu hours is the same as annual leave and must be formally applied for and approved. The disruption of work due to staggered days worked is a concern and time in lieu needs to be coordinated with work needs.

32.7 Profit Sharing

As of the 1999-2000 year the company will be carrying out profit sharing. This is to be set at a minimum of 20% of pre-tax profit after key capital investment deductions.

Unfortunately at the time of this agreement the final method and application is not finalised but the amount is shared over all staff and weighted towards responsibility and salary/management positions.



The key investment items are the capital/depreciation content of increase in assets for items like:

- Building
- Motor Vehicles
- Major office equipment (Typically > \$8,000 per item)
- The long term aim is to have the profit sharing at 30% of pre-tax profit, and have a higher profit level.

33.0 **Renewal of Agreement**

Discussions will take place no later than 8 weeks prior to the expiry of this Agreement to renegotiate a future agreement.

34.0 **Signatories**

Signed for and on behalf of Illawarra Industrial Instrumentation Pty Ltd

GARY HARDING [Signature] 28/6/2000
Name Signature Date

Signed for and on behalf of the
Communications, Electrical Trades Union of Australia, NSW Branch

BERNIE RIORAN [Signature] 4.7.00
Name Signature Date



35.0 Appendix A – Schedules

Registered
Enterprise Agreement
Industrial Registrar

Appendix A - Schedules	All Purpose	Other	Allowances	Total	Excess Travel		Mert
	Hourly Rate	Productivity	Productivity/BHP		Fares	Time	Per week
Prior to EBA							
Grade 1	\$13.77	\$0.00	\$1.00	\$14.77	8.00	9.36	0.00
Grade 2	\$14.48	\$0.00	\$1.00	\$15.48	8.00	9.84	0.00
Grade 3	\$15.17	\$0.00	\$1.00	\$16.17	8.00	10.31	0.00
Grade 4	\$15.87	\$0.00	\$1.00	\$16.87	8.00	12.00	0.00
Grade 5 Unlicensed	\$16.89	\$0.00	\$1.00	\$17.89	8.00	12.00	0.00
Grade 5 Cert. of Reg'n	\$17.31	\$0.00	\$1.00	\$18.31	8.00	12.00	0.00
Grade 5 Qual. Super.	\$17.65	\$0.00	\$1.00	\$18.65	8.00	12.00	0.00
Grade 5 Unlic. L/hand	\$17.95	\$0.00	\$1.00	\$18.95	8.00	12.00	0.00
Grade 5 Lic. L/Hand	\$18.69	\$0.00	\$1.00	\$19.69	8.00	12.00	0.00
Grade 6	\$18.37	\$0.00	\$1.00	\$19.37	8.00	12.00	0.00
Grade 7	\$19.76	\$0.00	\$1.00	\$20.76	8.00	12.00	0.00
Grade 8	\$21.16	\$0.00	\$1.00	\$22.16	8.00	12.00	0.00
Grade 9	\$21.87	\$0.00	\$1.00	\$22.87	8.00	12.00	0.00
Grade 10	\$23.97	\$0.00	\$1.00	\$24.97	8.00	12.00	0.00
Apprentices							
Indent. 1st Year	\$7.89	\$0.00	\$1.00	\$8.89	8.00	5.36	0.00
Indent. 2nd Year	\$10.42	\$0.00	\$1.00	\$11.42	8.00	7.08	0.00
Indent. 3rd Year	\$14.46	\$0.00	\$1.00	\$15.46	8.00	9.83	0.00
Indent. 4th Year	\$16.51	\$0.00	\$1.00	\$17.51	8.00	11.22	0.00
Trainee. 1st Year	\$8.88	\$0.00	\$1.00	\$9.88	8.00	6.04	0.00
Trainee. 2nd Year	\$11.71	\$0.00	\$1.00	\$12.71	8.00	7.96	0.00
Trainee. 3rd Year	\$15.83	\$0.00	\$1.00	\$16.83	8.00	10.76	0.00
Trainee. 4th Year	\$17.32	\$0.00	\$1.00	\$18.32	8.00	11.78	0.00
As at 1/3/2000							
	Increase	2.00%					
Grade 1	\$14.05	\$0.00	\$1.00	\$15.05	8.40	9.83	45.00
Grade 2	\$14.77	\$0.00	\$1.00	\$15.77	8.40	10.34	45.00
Grade 3	\$15.47	\$0.00	\$1.00	\$16.47	8.40	10.83	45.00
Grade 4	\$16.19	\$0.00	\$1.00	\$17.19	8.40	12.60	45.00
Grade 5 Unlicensed	\$17.23	\$0.00	\$1.00	\$18.23	8.40	12.60	45.00
Grade 5 Cert. of Reg'n	\$17.66	\$0.00	\$1.00	\$18.66	8.40	12.60	45.00
Grade 5 Qual. Super.	\$18.00	\$0.00	\$1.00	\$19.00	8.40	12.60	45.00
Grade 5 Unlic. L/hand	\$18.31	\$0.00	\$1.00	\$19.31	8.40	12.60	45.00
Grade 5 Lic. L/Hand	\$19.06	\$0.00	\$1.00	\$20.06	8.40	12.60	45.00
Grade 6	\$18.74	\$0.00	\$1.00	\$19.74	8.40	12.60	45.00
Grade 7	\$20.16	\$0.00	\$1.00	\$21.16	8.40	12.60	45.00
Grade 8	\$21.58	\$0.00	\$1.00	\$22.58	8.40	12.60	45.00
Grade 9	\$22.31	\$0.00	\$1.00	\$23.31	8.40	12.60	45.00
Grade 10	\$24.45	\$0.00	\$1.00	\$25.45	8.40	12.60	45.00
Apprentices							
Indent. 1st Year	\$8.05	\$0.00	\$1.00	\$9.05	8.40	5.63	0.00
Indent. 2nd Year	\$10.63	\$0.00	\$1.00	\$11.63	8.40	7.44	0.00
Indent. 3rd Year	\$14.75	\$0.00	\$1.00	\$15.75	8.40	10.32	0.00
Indent. 4th Year	\$16.84	\$0.00	\$1.00	\$17.84	8.40	11.79	0.00
Trainee. 1st Year	\$9.06	\$0.00	\$1.00	\$10.06	8.40	6.34	0.00
Trainee. 2nd Year	\$11.94	\$0.00	\$1.00	\$12.94	8.40	8.36	0.00
Trainee. 3rd Year	\$16.15	\$0.00	\$1.00	\$17.15	8.40	11.30	0.00
Trainee. 4th Year	\$17.67	\$0.00	\$1.00	\$18.67	8.40	12.36	0.00

