

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA02/366

TITLE: ABB Australia Pty Limited & ETU Botany Industrial Park Shutdown Agreement 2002

I.R.C. NO: IRC2/6532

DATE APPROVED/COMMENCEMENT: 19 November 2002

TERM: 6 months (19 May 2003)

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE: 24 January 2003

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of ABB Australia Pty Limited, and employees engaged to work in the Shutdown, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award

PARTIES: ABB Australia Pty Limited -&- the Electrical Trades Union of Australia, New South Wales Branch



ABB AUSTRALIA PTY LIMITED & ETU BOTANY INDUSTRIAL PARK SHUTDOWN AGREEMENT 2002

1. TITLE

This Agreement shall be known as the *ABB Australia Pty Limited & ETU Botany Industrial Park Shutdown Agreement 2002*.

2. ARRANGEMENT

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3. DEFINITIONS

3.1 Shutdown means:

- (a) a defined program of major electrical services work within the scope of the Parent Award, performed at or on the chemical production plants and associated facilities located in the Botany Industrial Park, Sydney;
- (b) where the total value of the program of work is at least \$5,000,000; and
- (c) where the program of work is not a part of the ongoing, day to day or operational maintenance work in connection with the safe and efficient production of chemical products at the Botany Industrial Park, Sydney.

3.2 "Union " means the Electrical Trades Union of Australia, New South Wales Branch.

3.3 "Company" means **ABB Australia Pty Ltd** (ACN 003 337 611)



- 3.4 **Parent Award** means the *Electrical, Electronic and Communications Contracting Industry (State) Award*.
- 3.5 **All Purpose Hourly Rate** means that other than as provided in clause 4 of this Agreement, the rate of pay incorporates all allowances and other award entitlements including base rates, supplementary payments, construction allowance, special allowance, tool allowance (as applicable), excess travel time, excess fares, site special rates/disabilities (such as height, confined spaces, hot places etc), and that the rate shall apply as an all purpose payment. The only payments not included in the All Purpose Hourly Rate are those payments specifically identified in clause 4 of this Award to apply in the case of work on or in connection with the Shutdown.

4. RATES OF PAY AND ALLOWANCES

- 4.1 The rates of pay and special allowances for work on or in connection with the Shutdown are as follows:

Classification	All-Purpose Hourly Rate \$	Productivity Allowance Per Hour Worked \$	Daily Average Excess Fares Allowance \$	Daily Average Excess Travel Time \$
Grade 1	17.54	1.60	9.20	11.10
Grade 2	18.46	1.70	9.20	11.80
Grade 3	19.36	1.80	9.20	12.50
Grade 4	20.27	1.90	9.20	13.20
Grade 5	21.60	2.00	9.20	13.80
Grade 6	22.12	2.00	9.20	13.80
Grade 7	22.58	2.00	9.20	13.80
Grade 8	22.93	2.00	9.20	13.80
Grade 9	23.91	2.00	9.20	13.80
Apprentices				
Indentured 1st year	8.71	0.50	9.20	5.60
Indentured 2nd year	11.51	0.50	9.20	7.37
Indentured 3rd year	15.96	0.50	9.20	10.28
Indentured 4th year	18.22	0.50	9.20	11.73
Trainee 1st year	9.81	0.50	9.20	6.30
Trainee 2nd year	12.92	0.50	9.20	7.62
Trainee 3rd year	17.48	0.50	9.20	11.25
Trainee 4th year	19.12	0.50	9.20	12.30



- 4.2 The rates of pay and special allowances in clause 4.1 will only apply for the duration of an employee's engagement on work on or in connection with the Shutdown. At the conclusion of work on or in connection with the Shutdown, the employee will revert to his or her normal rates of pay and other conditions of employment as appropriate.

5. DISPUTE SETTLEMENT PROCEDURE

- 5.1 The parties have considered the question of dispute settling procedures with a view to placing a maximum emphasis on the speedy and peaceful settlement of disputes without incurring lost time or bans or limitations on the performance of work.

- 5.2 In the event of any dispute between the Company and one or more of its employees, it is agreed that the following procedure shall be adhered to:

- 5.2.1 The employee(s), or a representative on behalf of the employee(s) wishing to raise a matter affecting the employee(s) shall:

- (a) Initially raise the matter with the employee(s) immediate supervisor. If the matter is not resolved at this level, either the employee(s), the employee(s) representative if involved, or the supervisor may then:
- (b) Raise the matter with the Company manager or other authorised representative of the company. If the matter is not resolved at this level and an employee representative has been involved, the employee representative may then:
- (c) Be provided with telephone facilities to speak to any official of the relevant union and request representation at a further conference to be held at a date and time mutually acceptable; and

- 5.2.2 If the matter is not resolved by discussions between the relevant union and the Company, or in the absence of agreement, either party may refer the matter to the Industrial Relations Commission of New South Wales for conciliation, and arbitration if required.

- 5.3 All disputes shall be handled strictly in accordance with this procedure and, while the above procedure is being effected, work shall continue normally and without interruption. This means that no industrial action of any kind will take place while the parties are in the process of working to resolve any issue in accordance with this procedure, or while the issue is before the Commission.

- 5.4 No party shall be prejudiced with respect to any outcome by the continuation of work as normal.

6. IMPACT OF INDUSTRIAL DISPUTES ON COMPANY WORK

Where employees of a Client or another company engaged to work on the Shutdown engage in industrial action, the employees covered by this agreement will continue work uninterrupted.

7. DURATION

This Agreement shall take effect from the date the Agreement is made by the Industrial Relations Commission of NSW, and subject to clause 9.3 the nominal term of the Agreement will expire after a period of six months.

8. NO EXTRA CLAIMS

Except for general movements in award wages granted by the Industrial Relations Commission of New South Wales via State Wage Cases that are not subject to absorption, there shall be no further claims for wage increases or any other term or condition of employment during the term of this Agreement.

9. AREA AND INCIDENCE

- 9.1 This Agreement shall be read and interpreted in conjunction with the Parent Award provided that where there is any inconsistency with the Parent Award, this Agreement shall take precedence to the extent of the inconsistency.
- 9.2 Subject to clause 9.3, this Agreement will apply to the Company, the Union and employees engaged to work on the Shutdown, where the work of the employees falls within the scope of the Parent Award.
- 9.3 Subsequent to the making of this Agreement, should the parties enter into a new Agreement to replace the *ABB Industry Pty Limited Sydney Enterprise Agreement 2000-2002*, then the new and subsequent agreement will apply in lieu of this agreement.
- 9.4 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. ANTI-DISCRIMINATION

- 10.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 10.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 10.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 10.4 Nothing in this clause is to be taken to affect:
- 10.4.1 any conduct or act which is specially exempted from anti-discrimination legislation;
 - 10.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 10.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - 10.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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10.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES:

(A) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(B) Section 56(d) of the Anti-Discrimination Act 1977 provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

11. OCCUPATIONAL HEALTH AND SAFETY

The parties shall work cooperatively with the aim of preventing occupational illness and injuries. Occupational health and safety concerns of the parties shall be referred to the site safety committee for prompt attention. Where the parties agree that normal work would expose employees to an imminent risk to health or safety, the Company will identify and direct the affected employees to perform other safe duties within the scope of their competence and training, in which case the employees agree to do such duties.

12. SIGNATURES OF THE PARTIES

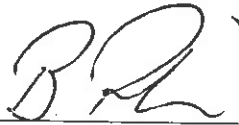


Signed for and on behalf of
ABB Australia Pty Limited

15/11/02

Date:

ALLIANCE MANAGER
COLIN HAMILTON



Secretary
Electrical Trades Union of Australia,
New South Wales Branch

18.11.02

Date

