

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/299

**TITLE: Siemens Building Technologies Pty Ltd Landis & Staefa Division
Access Control On-Site Construction Enterprise Agreement
2000-2003**

I.R.C. NO: 2000/2985

DATE APPROVED/COMMENCEMENT: 10 July 2000 & 18 April 2000

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged pursuant to the Electrical, Electronic and Communications Contracting Industry (State) Award

PARTIES: Electrical Trades Union of Australia, New South Wales Branch -&- Siemens Building Technologies P/L



**SIEMENS BUILDING TECHNOLOGIES
PTY LTD**

LANDIS & STAefa DIVISION

BUILDING CONTROL

ON-SITE CONSTRUCTION

ENTERPRISE AGREEMENT

2000 - 2003

NSW

Registered
Enterprise Agreement

Industrial Registrar

SIEMENS BUILDING TECHNOLOGIES PTY LTD
 LANDIS & STAEFA DIVISION BUILDING CONTROL
 ON-SITE CONSTRUCTION
 ENTERPRISE AGREEMENT - NSW 2000 - 2003

Clause	Content	Page
1	Title	1
2	Parties Bound	1
3	Objectives	1
4	Commitments	2
5	Period of Operation	2
6	Relationship to Parent Agreement & Agreements	2
7	Increases to Wages & Allowances	2-3
8	Union Representation & Single Bargaining Unit	3
9	Dispute Settlement Procedure	3
10	Consultative Mechanisms	3
11	Non-Agreement Conditions	3-4
12	Skills Development Program	4
13	Self Directed Work Teams	5
14	Protective Clothing	5-6
15	Minimum Defects	6
16	Induction Procedures	6
17	Apprentices	6
18	Hours of Work/Rostered Day Off	6-7
19	Quality	7
20	Occupational Health and Safety	7
21	No further Claims	7
22	Subsequent Agreement	8
23	Contract of Employment	8
24	Warning Procedure for Employee Performance & Conduct	8
25	Agreement Availability	8
26	Electronic Funds Transfer	9
27	Not be used as a precedent	9
28	Performance Measurement	9
29	Job Description/Classification Structure	9-11
30	Supplementary Laour – Commissioning Technicians	12
31	Picnic Pay	12
32	Payroll Deductions for Union Fees	12

Appendix

1	Rates of Pay	13
2	Dispute Settling Procedures	14
3	Consultative Mechanism Guidelines	15 -17

Registered
Enterprise Agreement

Industrial Registrar

1. Title

This Agreement shall be known as the "SIEMENS BUILDING TECHNOLOGIES PTY LTD LANDIS & STAEFA DIVISION BUILDING CONTROL ON-SITE CONSTRUCTION ENTERPRISE AGREEMENT" – NSW 2000 - 2003

2. Parties and Persons Bound

This agreement shall be binding upon:

- 2.1 Siemens Building Technologies Pty Ltd Landis & Staefa Division (hereinafter known as the "Company") in respect to its employees engaged in the occupation, industries and callings covered by the Electrical, Electronic and Communications Contracting Industry (State) Award and who are eligible to be members of the Electrical Trade Union of Australia (NSW Branch) whether members of the said organisation or not; and
- 2.2 The Electrical Trade Union of Australia (NSW Branch) (hereinafter referred to as the "Union") and its members thereof employed by Landis & Staefa Division.

3. Objectives

The objectives of this Agreement are to:

- 3.1 Increase the efficiency of the company by the effective utilisation of the skill and commitment of the company's employees;
- 3.2 Improve the living standards, job satisfaction and continuity of the company's employees by improving upon existing Agreement and industry standard;
- 3.3 Create a co-operative and productive industrial relations environment;
- 3.4 Provide workers with more varied, fulfilling and better paid jobs;
- 3.5 Promote the continued skill formation of workers;
- 3.6 Maintain a safe working environment;
- 3.7 Establish effective communications between the Company and its workers to ensure that the workforce and their Union representatives are kept fully informed and have an input into decision making that effects the work environment and the future employment of workers with the Company;
- 3.8 Maintain and continue the integrity of trade training and adequate numbers of tradespeople through apprenticeships/contracts of training;

Registered
Enterprise Agreement
Industrial Registrar

4. Commitments

In order that the objectives of this agreement are achieved the parties are committed to ensuring that:

- 4.1 The measures contained in this agreement lead to real gains in productivity.
- 4.2 A broad approach to productivity is adopted incorporating (but not being limited to) both management and labour efficiency, quality, training, adequate standards of occupational health and safety, working conditions, environmental concerns quality of working life issues and equity issues.
- 4.3 The measures provided for in this agreement will be implemented through consultative mechanisms agreed to between the Union, the Company and the Consultative Committee.
- 4.4 Productivity measures will not be implemented at the expense of health and safety standards and safety standards will be improved.
- 4.5 The dispute settlement procedures provided for in this Agreement are rigorously applied and enforced.
- 4.6 A free flow of information occurs between the company and employees concerning all aspects of the construction process (including the pre-construction process) to improve the setting up and running of jobs once a contract has been awarded.

5. Period of Operation

- 5.1 This Agreement shall operate from the 18 April 2000 to 18 April 2003. The agreement may only be terminated by the parties to the agreement in the manner prescribed in the NSW Industrial Relations Act 1996.
- 5.2 This Agreement shall be certified in the NSW Industrial Relations Commission as a Certified Agreement.

6. Relationship to Parent Award and Agreements

- 6.1 The Electrical, Electronic and Communications Contracting Industry (State) Award (the 'Parent Agreement') as varied from time to time shall be read in conjunction with this Agreement.
- 6.2 The terms of this agreement shall prevail over the terms of the Electrical Electronic and Communications Contracting Industry (State) Award to the extent of any express inconsistency.

7. Increases to Wages and Productivity Incentives.

In recognition of the productivity measures identified herein, the following increases shall apply for employees covered by this agreement from the first full pay period on or after:



- 7.1 From 18 April 2000 the new rates of pay for all employees from that date will be the rates of pay as shown in Appendix 1 Table 1.
- 7.2 From 18 April 2001 the new rates of pay for all employees from that date will be the rates of pay as shown in Appendix 1 Table 2.
- 7.3 From 18 April 2002 the new rates of pay for all employees from that date will be the rates of pay as shown in Appendix 1 Table 3.

8. Union Representation and Single Bargaining Unit

This Agreement recognises the Union and its accredited representatives as the sole legitimate representatives for the employees covered by this Agreement. The Union shall constitute the single bargaining unit in all dealings with the employer.

- 8.1 The Company shall allow full access to its employees during normal working hours to accredited officials of the Union.
- 8.2 The Company shall allow Union delegates adequate time during normal working hours to attend to Union duties.

9. Dispute Settlement Procedure

- 9.1 The procedure outlined in Appendix 2 shall apply.

10. Consultative Mechanisms

- 10.1 The parties agree that a precondition for the effective operation of this Agreement is the establishment of agreed consultative mechanism within the Company. The consultative mechanism shall be established in accordance with the guidelines set out in Appendix 3 hereto.
- 10.2 The State Secretary (or nominee) of the Union shall have a standing invitation to participate in the consultative mechanisms established within the Company.
- 10.3 The NSW Branch Manager of the Company shall have a standing invitation to participate in the consultation mechanism established within the Company.
- 10.4 To assist employees to participate effectively within the consultative mechanism training as agreed between the Company and the Union, will be provided as soon as practicable after the consultative mechanisms are established (if required).

11. Non-Award Conditions

The Company will provide benefits under the following non-award industry standards:

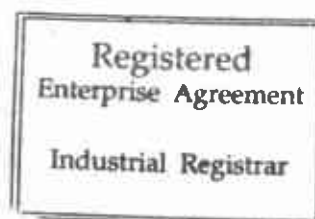


- 11.1. A Superannuation Scheme at the rate of \$60 per week per tradesperson, and pro-rata for apprentice and trainee into C + BUS or a figure determined by the Federal Government Superannuation Act whichever is the higher.
- 11.2. A Redundancy pay scheme will apply as detailed in Clause 11 of the Parent Agreement relating to continuous period of service. The Company will not apply the customary turnover of labour clause or the fifteen or less clause under the Parent Agreement. The only exception to the Company using Clause 11 will be for contracts where the contract conditions require the Company to participate in MERT Scheme on a weekly basis for each employee working on that project.
- 11.3. Long Service Leave in accordance with the Construction Industry Long Service Leave Scheme.
- 11.4. Productivity Allowance
- 11.4.1 In recognition of the productivity benefits arising from this Agreement each tradesperson shall be paid a productivity allowance of \$1.50 per hour for time worked and pro-rata for apprentices and trainees from the date of certification of this document fixed for the first year of agreement, \$1.75 per hour for the second year of agreement and \$2 per hour for the third year of the agreement.
- 11.4.2 This amount shall be paid as a flat amount per hour for time worked.
- 11.4.3 Provided that, where a site allowance applies an employee shall not be entitled to receive both productivity and site allowance. Where the site allowance exceeds the productivity allowance the site allowance will apply. The only exception to this will be Trade and Labour Council agreements. These agreements require site allowance to be paid in addition to EBA allowances or if the Australian or NSW Industrial Relations Commissions order payments for site allowance.
- 11.5. Top-up Workers Compensation and 24 Hour Accident Protection Insurance Cover will be provided by Wagecover or equivalent scheme as agreed between the company and the union.

12. Skills Development Program

The parties are committed to develop and implement a skills development program based on the acquisition of skills through accredited training. The training provided shall be based on the agreed national competency standards that have been developed by the EEITC for Electrical Industry and be provided by 'Accredited Training Authorities'. Provided that any training program developed shall not include trade training modules as provided through the apprenticeship or equivalent contracts for structured training in the Electrical Industry.

Training courses may be a combination of both in-house and externally accredited courses.



13. Self Directed Work Teams

The parties agree that work teams will be an important organisational concept within the company. Each work team will be based upon the Building Control Services field of work in which the Company operated.

Work teams are groups of Employees who have the responsibility for completing an element of work. The Team is given the task of completing the whole job cycle and whilst taking into account the safety, quality and environment issues, will ensure that the works are carried out in the most expedient and proficient manner possible, in accordance with this Agreement.

The aim is for the Team to be self managed. The Level of Responsibility and responsibilities of employees within Work Teams is in order of the pay classifications.

Within the Team there will be sufficient skills to complete the task at hand with members of the Team having varied skills levels with further development and training encouraged.

14. Protective Clothing

The company will provide protection clothing to its employees as set out below:-

A. Issue to New Commencements

After 8 weeks continual employment all new Trade Employees shall be provided with a 12 month issue of clothing consisting of:-

Alternative to Overalls may be

One (1) shirt and one (1) pair shorts and
Two (2) shirt and one (1) pair long trousers
or
Three (3) shirts and two (2) pair of shorts
or
Thee (3) shirts and two (2) pair of long trousers
and
One (1) pair boots
One (1) Kembla ((lined) (navy) jacket or woollen jumper

B. There After Yearly issues

Subject to special provisions for new commencement, all Trade personnel shall be provided with the following:-

Two (2) pair boots
One (1) jacket Kernbla or equal - (the jacket is to be woollen)
or woollen jumper

- Two (2) shirts and one (1) pair of shorts

Registered
Enterprise Agreement
Industrial Registrar

- and
- One (1) shirt and one (1) pair of long trousers

or

 - Three (3) shirts and two (2) pair of shorts

or

 - Three (3) and two (2) pair of long trousers

Any clothing that is worn out during the normal course of work will be replaced by the company.

15. Minimum Defects

The parties are committed to the development of efficient work practices and methods that will result in works being completed consistently with minimum defects.

16. Induction Procedures

- 16.1 The parties acknowledge that it is in the interest of all concerned that all new employees understand their obligations under this Agreement and are introduced to their jobs in a manner which will help them to work safely and efficiently. It is agreed that this is a joint responsibility of both management and Company Delegate.
- 16.2 In order to achieve this it is agreed that, in conjunction with the Company Management, Job Stewards and Safety Committee, employees will be given an explanation of all safety rules and procedures, including the provisions of any relevant legislation or regulation.
- 16.3 A detailed explanation shall be provided regarding Security, Emergency Procedures, rates of pay, and any applicable agreements affecting wages, conditions and work practices.
- 16.4 The induction presentation and materials shall have regard to the language skills of the employer/employee.
- 16.5 Each employee will attend a Workcover Site Safety Induction Course.

17. Apprentices

The provision of the Parent Award for apprentices shall apply. With regard to increases, the date of wage increase is defined in item 7.1, 7.2 & 7.3 and the increases will be 3% above Award.

The company will strictly monitor performance of all apprentices to ensure they are paying due respect to their conditions of Apprenticeship.

18. Hours of Work/Rostered Day Off

In recognition of the need to gain greater productivity and efficiencies in respect of working hours the parties agree to the following measures, aimed at providing increased flexibility for



both the company and the employees as to the arrangement of hours of work and the allocation of RDOs.

- i) By agreement between the Company and the Employees the existing ordinary hours of work shall be between 6.00am and 6.00pm. Upon agreement being reached between the Company and the employees affected the ordinary hours starting time may commence between the hours of 6.00am - 9.30am.
- (ii) The Industry nominated RDO shall be observed provided that, subject to agreement between the employer and the employees on sites affected, the taking of RDOs may be altered provided that:

Employee will have the option as laid down below either option 1 or 2.

Option 1

The employee works on the industry nominated RDO day and then has one day off within 3 weeks of that Industry RDO day.

Option 2

The employee works on the Industry nominated RDO days and banks up to a maximum of 5 RDO days before he takes his 5 days off. The employee to consult with the employer regarding taking banked RDO days off.

19. Quality

The parties are committed to work with the company in the implementation of the Company's Quality Policy.

The Company is fully committed to achieving international best practice levels of performance across its entire operations including management, technology, quality, job design, skills enhancement and employer/employee relations. The parties agree to co-operate in the joint development and implementation of an international best Practice Program through which bench marks for performance are developed in all key areas. The resultant changes to the Company's operations will be jointly monitored and evaluated.

20. Occupational Health and Safety

The provision of the relevant acts shall apply. No worker shall be required to carry out work that is not safe or work in an unsafe environment. The resultant changes to the company's operations will be jointly monitored and evaluated.

21. No Further Claims

The Company, Employees and the Union agree not to pursue any further claims except where consistent with this Agreement.



22. **Subsequent Agreement**

The company shall contact the union for negotiation between the parties to commence no later than two (2) months prior to the completion date of this Agreement with the intention of reaching a subsequent Certified Agreement.

23. **Contracts of Employment**

23.1 This Agreement including those matters incorporated into it and the Electrical Contracting Industry Agreement are express terms of the contract of employment between the employer party to this Agreement and its employees as at the date of signing this Agreement.

23.2 The employer will not employ any employee in classifications covered by this Enterprise Agreement whose contract of employment contains terms and conditions less favourable than those contained in the contracts of employment of existing employees employed in the relevant classification.

24. **Warning Procedure for Employee Performance and Conduct**

The Warning Procedure for all employees covered by this Agreement shall be:-

- a) A verbal warning may be given in the presence of the Company Delegate.
- b) A first written warning may be issued in the presence of the Company Delegate either in lieu of a verbal warning or after a verbal warning.
- c) A second written warning will be issued only after extensive discussions have taken place between the person involved, the Company representative, the Company Delegate and an official from the Union. If agreement cannot be reached then clause 10 of this agreement will be invoked.
- d) A third and final written warning will be issued only after extensive discussions have taken place between the person involved, the Company representatives, the Company Delegate and an official from the Union. If agreement cannot be reached then clause 10 of this agreement will be invoked.
- e) At all stages of the Warning Procedure the employer must outline the employee's alleged lack of performance of conduct and the employee has the right to respond to allegations in question and has this response duly noted on his file.
- f) After a period of 12 months of improved performance of conduct then these warnings will be null and void.

25. **Agreement Availability**

A copy of the Agreement will be provided to all parties covered by this Agreement.



26. Electronic Funds Transfer

In accordance with company practice the parties agree that Employees will be paid by Electronic Fund Transfer.

27. 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 plant or enterprise other than Landis & Staefa Division NSW.

28. Performance Measurement

An integral part of this Agreement is the requirement for the parties to develop and utilise productivity and efficiency indicators to be able to continually improve performance and the company's market position.

These indicators by agreement can include:-

- (a) Lost Time
- (b) Waste
- (c) Rework
- (d) Plant and Equipment Life.
- (e) QA Non-Conformances
- (f) Customer Complaints
- (g) Absenteeism
- (h) Program vs Actual Time Comparisons

29. Job Description/Classification Structure

Position: System Specialist Levels 1, 2, 3 & 4..

Department: Branch Systems Operations

29.1. SUMMARY

Responsible For:-

Handles start-up, checkout, and troubleshooting tasks for systems and service installed jobs. Acts as the department expert in troubleshooting job problems. Responsible for on-site customer training. Assists in development of other Specialists.

Reports To:-

Branch Systems Operations Manager
Project Manager
System Specialist Supervisor

Direction:-

Level 1	Direct supervision.	Work is checked regularly
Level 2	Direct supervision	Work is checked regularly



Level 3 General supervision Work is checked regularly
Level 4 Minimal supervision

Provides guidance to outside contractors; limited direction to other specialists

29.2. MAJOR RESPONSIBILITIES

Responsible for start-up and checkout of systems and service installed jobs, as assigned.

- ⇒ Performs wiring checkout of systems and automation systems start-ups
- ⇒ When directed, coordinates electrical installation with electrical contractor at job site as required.
- ⇒ Completes final critical adjustments and calibration on automation systems following installation and preliminary set up
- ⇒ Makes recommendations to superior regarding changes, improvements or installation of automation system on basis on own findings in the course of assignments.
- ⇒ Completes and submits written reports covering all aspects of each assignment, including customer, nature of trouble, equipment involved, time and material used.
- ⇒ If improper operation is due to another component of the automation system rather than company's product, discusses problem with customer and advises of best course of action to accomplish correction of trouble, and/or contacts service department of manufacturer of faulty component involved to arrange for servicing.
- ⇒ Participates in jobsite final walk-through.

Performs Defect Liability as directed. Handles emergency service calls, request at commissioning time, on-site or on-line, as directed.

- ⇒ Responds to customer service calls, checks indicated points of trouble, and analyses full requirements of system involved and checks and tests systems components.
- ⇒ Diagnoses trouble or defects in sensors, field cabinets, or control console and determines corrective action.
- ⇒ Performs on-line service (POST) to troubleshoot and remedy customers' system problems.
- ⇒ Disconnects and dismantles instruments as necessary and corrects trouble or defect by adjusting, repairing and replacing parts or units.
- ⇒ Repairs and converts a variety of company's products at branch service and repair shop.
- ⇒ Delivers technical support to end users and field labour when applicable.
- ⇒ Presents a professional image of the Company when speaking to customers (all levels).



Training and development

- ⇒ Trains and develops other Specialists on the Company's equipment and company policies and procedures
- ⇒ Trains customers on the Company's system prior to job turnover.

29.3. QUALIFICATION:

EDUCATION

High school education or equivalent

Diploma or certificate qualification as minimum in a technical capacity is desirable

EXPERIENCE

Building Control - Experience

Years of experience is years of experience in this sector of the industry.

Level 1

None. Knowledge of automation systems, HVAC, Electrical concepts, and operations are desirable. Working engineering and programming background desirable.

Level 2

Minimum two year experience in engineering/systems including on-the-job experience as a system specialist. Knowledge of automation systems, HVAC, electrical concepts and operations. Working engineering and programming background desirable.

Level 3

Minimum four years experience in engineering/systems including on-the-job experience as a system specialist. Strong knowledge of automation systems, HVAC, electrical concepts and operations. Proficient in programming, job start-up and checkout, troubleshooting and communications networks.

Level 4

Minimum six years experience in engineering/systems including on-the job-experience as a system specialist. Strong knowledge of automation systems, HVAC, electrical concepts and operations. Skilled in programming, job start-up and checkout, troubleshooting and communications networks. Knowledge of Mechanical Services commissioning including air and water balancing.



30. Supplementary Labour - Commissioning

If the Company wishes to supplement its commissioning technicians with labour from another company, this is available, provided the labour hired is paid the same terms and conditions as the existing employees whilst completing the work as detailed in this agreement.

31. Picnic Day

The picnic day provisions of the award Clause 20.2 shall apply.

32. Payroll Deductions for Union Fees

Employees can confirm to the Company in writing that they wish the Company to deduct union fees from their wages.

**Registered
Enterprise Agreement
Industrial Registrar**

APPENDIX 1

TABLE 1

RATES OF PAY FROM THE FIRST FULL PERIOD AFTER 18 APRIL 2000

BUILDING CONTROL EMPLOYEES

Classification	Total Weekly Wage	Hourly Rate (All purpose Rate)
Level 1	662.97	17.45
Level 2	774.11	20.37
Level 3	871.42	22.93
Level 4	905.45	23.83

TABLE 2

RATES OF PAY FROM THE FIRST FULL PERIOD AFTER 18 APRIL 2001

BUILDING CONTROL EMPLOYEES

Classification	Total Weekly Wage	Hourly Rate (All purpose Rate)
Level 1	694.54	18.28
Level 2	810.98	21.34
Level 3	912.91	24.02
Level 4	948.56	24.96

Registered
Enterprise Agreement
Industrial Registrar

TABLE 3

RATES OF PAY FROM THE FIRST FULL PERIOD AFTER 18 APRIL 2002

BUILDING CONTROL EMPLOYEES

Classification	Total Weekly Wage	Hourly Rate (All purpose Rate)
Level 1	726.11	19.11
Level 2	847.84	22.31
Level 3	954.41	25.12
Level 4	991.68	26.10

APPENDIX 2

GRIEVANCE/DISPUTES SETTLEMENT PROCEDURES

- 1.1 It is the basic intention of the parties to eliminate, by direct negotiation and consultation between them, any dispute or grievance which is liable to cause a stoppage or other form of ban or limitation upon the performance of work.
- 1.2 **Grievance/Dispute Procedure**
- 1.2.1 The parties to this procedure undertake that when a matter is in dispute, or a matter arises which is likely to cause a dispute for any reason whatsoever (other than matters for which separate procedures are set down in this agreement), the following procedures shall be followed.
- 1.2.2 The parties agree that direct action will not be taken by any party in a dispute situation until a seven day cooling-off period has been observed. The parties shall implement the status-quo that existed prior to the dispute during the seven day period.
- 1.2.3 Other than disputes or grievances caused by safety issues, work shall continue without interruption whilst the Union representative and/or official discusses the dispute with the employer and both parties shall attempt to reach agreement as quickly as possible.
- 1.2.4 In these discussions, the Union representative may seek the advice and assistance of an official of his/her Union, and the employer may seek the advice and assistance of his/her Employer Association.
- 1.2.5 Should the discussions fail to settle the dispute, the Union representative and/or official involved, shall notify his/her State Secretary, and the employer involved may notify the appropriate Employer Association of the dispute. A conference shall then be convened as soon as possible to resolve the dispute.
- 1.2.6 If the dispute has been officially referred to the applicable Employer Association and the State Secretary of the Union, immediate discussions will take place between the officers of the Employer Associations and the Union with a view to settling the dispute as quickly as possible.
- 1.2.7 Failing a satisfactory settlement being achieved following the discussions outlined above, the dispute shall be referred to the NSW Industrial Relations Commission for conciliation or arbitration.
- 1.2.8 Notwithstanding anything contained in the previous seven paragraphs the respondents shall be free to exercise their rights if the dispute is not resolve within seven days.

APPENDIX 3

CONSULTATIVE MECHANISM GUIDELINES

1. Minimum Requirements

Consultative Committees will be established within the company

2. Equal Representation

The Consultative Committee shall consist of equal numbers of representatives of the employer and employees (maximum number 3 from each side).

3. Representatives

The employer representatives must be approved by the employer. The employee representative must be elected by the employees at a meeting convened by the union.

4. Meetings

Meetings shall be held as required, but in any case no less frequently than every three months. All meetings shall be convened by the Chairperson/Secretary.

5. Quorum

A quorum shall consist of not less than 2 from each side.

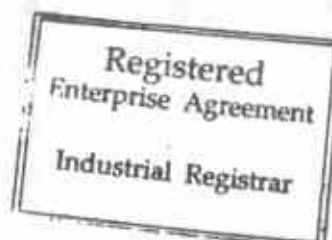
6. Agenda

The agenda is to be prepared and distributed by the Chairperson/Secretary to all Committee members (and where requested, to the office of the Union) at least five (5) working days prior to meeting where possible. Any Committee member may submit agenda items. Management members shall submit as agenda items all matters which may impact upon workers at the conceptual stage of management consideration.

Appropriate information shall be provided with each agenda item submitted. Agenda items may be raised for next meeting whilst a meeting is in progress.

Issues of importance but not noted on the finalised agenda can be raised at the meeting.

Provision shall be made available within the agenda to review decisions made at previous meetings to see if they have been acted upon, what progress is being made and who was responsible for acting upon the decision.



7. Recording Minutes

Minutes shall be circulated to Committee members for verification prior to the next meeting. Every effort shall be made to have the minutes publicised within 5 working days of the meetings. A copy of the minutes to be sent to the State Secretary of the Union

The minutes shall include:

- Attendance at the meeting
- Summary of the issues and alternatives with brief support arguments.
- Decisions made and the time frame for implementation of decision and who is responsible for acting on those decisions.
- Time frame for consideration of deferred decisions.

8. Report time and report back

Union members of the Committee shall have adequate time and access to employees prior to the Committee meeting where they consider it necessary to prepare their response and input to agenda items. Following committee meeting to report back, when necessary on issues discussed.

9. Discrimination

Management shall not dismiss or injure a worker in their employment or alter their position to their detriment by reasons of the fact that the worker is a member of, or has an interest in the Consultative Committee.

10. Rights and Duties of Committee Members

All members of the Committee undertake to carry out their duties in a responsible and honest manner in the spirit of the agreement.

- To attend the meeting.
- To forward apologies to the Chairperson if unable to attend.
- To come to the meeting prepared, having read the minutes of the previous meeting.
- To study the agenda beforehand and be prepared with notes to make contributions briefly, clearly and perhaps with illustrations on matters affecting them or those they represent.
- To communicate with constituents to establish their views and opinions.
- To represent the view and opinions of those people they represent and not just their own.
- To speak on the basis of the facts presented and not on the basis of preconceived ideas not based on facts.
- Encouraging and assisting constituents to submit agenda items.
- Providing explanations of items recorded in the minutes.

- To report back to constituents on Committee business

12. Paid time available to Committee Members

The Company employee representatives on the Committee shall be entitled to paid time at the appropriate rate to:

- attend committee meetings
- report back to Members
- to attend to other Committee business by agreement with management.

13. Training of Committee Members

The Company employee representatives shall be entitled to reasonable paid time to attend training courses approved by the committee.

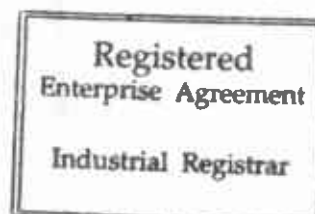
14. Decision Making Process of the Committee

All decisions made by the Committee will be acted upon by both the management and the employees/Union.

The Committee shall reach decisions by consensus only.

15. Dispute Settlement Procedure

The dispute settlement procedure provided for in the body of this Agreement shall apply to any disputes which affect the Committee.



SIGNATORY PAGE

Signed by: *A. J. G.*

Date: 15/5/00

For and on behalf of
Siemens Building Technologies Pty Ltd
Landis & Staefa Division

Signed by: *P. R. L.*

Date: 6.6.00

For and on behalf of
The Electrical Trade Union of Australia
(NSW Branch)

Registered
Enterprise Agreement
Industrial Registrar