

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/51

TITLE: Austral Bricks Wallgrove Electrical Maintenance Employees Agreement 2004

I.R.C. NO: IRC4/6809

DATE APPROVED/COMMENCEMENT: 8 December 2004 / 29 September 2004

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 18 March 2005

DATE TERMINATED:

NUMBER OF PAGES: 28

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all electrical employees on the sites, located at Wallgrove Road, Horsley, who fall within the coverage of the Electricians, &c. (State) Award.

PARTIES: Austral Brick Co Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch

AUSTRAL BRICKS WALLGROVE ELECTRICAL MAINTENANCE EMPLOYEES AGREEMENT 2004

1. Title

This agreement shall be known as the "Austral Bricks Wallgrove Electrical Maintenance Employees Agreement 2004.

2. Arrangement

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3. Parties

The Austral Brick Company Pty Limited (the Company) and The Electrical Trades Union of Australia, NSW Branch (the Union).

4. Scope

The agreement will cover electrical maintenance employees employed at the Company's three Horsley Park Horsley Park plants in New South Wales.

The agreement will be read and interpreted in conjunction with the Electricians (State) Award and where there is any inconsistency between the agreement and the award, the agreement will prevail.

5. Period of Operation

This Agreement will operate from the first pay period after 29 September 2004 following the approval of the Agreement by the New South Wales Industrial Relations Commission and will continue in force until 29 September 2007.

It is agreed the parties will make no additional claims during the life of this enterprise award.

6. Classifications

ELECTRONICS TRADESPERSON

A tradesperson who is engaged in applying knowledge and skills to the task of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge requires an overall understanding of the operating principles of the systems and equipment on which the employee is required to carry out tasks.

To be classified as a special class electrician it is necessary to have at least three years on-the-job experience as an electrician in electronic systems utilising integrated circuits and, in addition, to have satisfactorily completed a post-trades course in electronics equivalent to at least two years' part time study. In addition, the special class electrician must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment
- (b) Working under minimum supervision and technical guidance
- (c) Providing technical guidance within the scope of the work described in this definition
- (d) Preparing reports of a technical nature on specific tasks or assignments as directed, and within the scope of the work described in this definition.

PLANT ELECTRICIAN

An electrical mechanic or electrical fitter who has practically complete charge of the general maintenance, alteration and repair work of an installation and carries out the orders of an engineer or other officer who is not a practical electrician.

7. Productivity and Workplace Improvement

The established Consultative Committees, consisting of management and employee representatives, will continue to meet and consult on key issues in regard to the implementation of this Agreement as well as on-going business and workplace reform.

Productivity undertaking by the Electricians for Austral EBA 2002

The Wallgrove Electricians are aware that the Brick Production Employees at Austral have entered into the following undertaking:-

It is recognised by the parties to this agreement that increasing competitive pressures are upon the brick industry as a result of new technology, new products and new building systems.

The union and its members are concerned about the effect these trends will have on the longterm viability of the brick industry and the interests of its members in maintaining employment, training and career development opportunities. These concerns are validated by the loss of employment opportunities in the clay-pipe industry over the last decade.

For these reasons the union and its members agree to actively work in co-operation with management of The Austral Brick Company to achieve its goal of increasing the productivity of plant personnel to current worlds

best practice by taking advantage of the latest developments in technology and production management systems (examples of which are automation, video and telecommunications as well as computerisation).

The parties to the agreement including the Brick Tile and Pottery Union recognise that the adoption of a best practice program is in the interest of the clay brick industry and its employees who will benefit not only through increased job security but also by acquiring up to date skills. These skills in the use of the latest technologies will improve the quality of the employee's worklife at Austral and are also transferable across industries and will therefore maintain the longterm employability of its members.

This undertaking is given on the basis that it is in the interests of both its members and the company that any reductions in personnel should be done on the basis of natural attrition and not forced redundancy.

Resultant Productivity undertaking by the Electrical Employees

In support of the above undertaking by the production workers and the company to adopt a best practice program, the electricians agree to the following specific work practices aimed at improving the output of plant personnel and the quality of preventative maintenance programs at Austral Bricks as well as the job satisfaction of the tradesmen employed by Austral.

1. Each electrician will participate in a training program to learn to operate the brickmaking equipment at their plant over the term of this two year agreement so that they can carry out better pre and post maintenance checks for the purposes of identifying repairs needed and to prove that completed repairs are effective.
2. Over the term of this agreement each electrician agrees to make themselves available for a two week cross-skilling program by working in one of the other Wallgrove plants on the same shift as they would normally work. The purpose of this cross-skilling is to increase each tradesman's knowledge of the processes used in the industry so that they can apply their unique perspective and trades skills to the identification and spread of best practice across all plants. While on secondment to another plant the tradesman will not be required to work on complex or unfamiliar tasks without the assistance of an electrician who is experienced in that plant.
3. The implementation of these work practices are a natural extension and further practical application of the parties previous commitments (clause 4) to promote flexible work practices which reduced demarcation within the constraints of the individual employees skill, competency and safety.
4. This undertaking is given on the basis that it is in the interests of both the electricians and the company that any reductions in personnel which may flow from their input to the best practice program should be done on the basis of natural attrition and not forced redundancy.

Productivity and workplace Improvements 2004 Agreement

- (a) To improve communication between the maintenance team, production workers and management, it is proposed that shift electricians will complete a weekly operational inspection report for each section of the plant after consultation with the operators in that area. An inspection report will be required for each of the following areas on a weekly basis; clay preparation, greenmake, setting, dryers and kiln, dehacking. Issues identified in these reports will form the basis of future planned maintenance, thereby allowing the electrical tradesmen to maximize their input to preventative maintenance planning.
- (b) Electricians will co-operate with the use of a daily maintenance logbook that will be placed on each machine in the factory.

This report will be a two part carbonated document. The top copy will be collected by the maintenance leading hand at the end of each twenty four hour period and the original copy will remain fast in the book to allow subsequent shifts of tradesmen to familiarise themselves with problems that have arisen while they are off shift.

The maintenance supervisor will use these reports to update themselves with the various maintenance activities on each machine in the last twenty-four hours and to analyse the proportions of reactive breakdown maintenance compared to proactive preventative maintenance.

This document is to be as accurate as possible and tradesmen will be obligated to complete the report at the end of each job before going on to the next machine. However it will not be used as some type of 'big brother' exercise requiring every minute of the day to be detailed.

- (c) Employees have raised the issue of appropriate training and career progression. In order to address this issue it is proposed that each electrical maintenance employee participate in two brief structured performance appraisals with their immediate supervisor each year. The purpose of these appraisals is to allow open feedback between the parties on areas of excellence and to identify opportunities for improvement.

Out of these performance appraisals will come a training program that is tailored to the individual's needs. This process is expected to be more effective than the current system where development opportunities are available but the day-to-day pressures prohibit some tradesman and their supervisors from committing to an annual training plan.

This process is intended to be used in a positive way to highlight opportunities for improvement and any criticism by either party during discussions must be offered in a constructive manner. The appraisal is not to be used as a means of penalising employees, nor should there be any negative impact on employees as a result of these appraisals.

- (d) Because of the need for continuous operation of plant at the change of shift it would be a considerable productivity initiative if appropriately qualified electrical maintenance personnel can make themselves available to fill in operating machinery in the event that the regular operator fails to attend work.

To this effect those tradesmen who have the skills and are prepared to help the company in this way can nominate to be asked to relieve on machines at the change of shift if no suitably qualified production operator is available, those tradesmen who nominate to be available throughout this agreement will receive a \$300.00c bonus when their nomination is received provided this nomination is received within the first twelve months of this agreement. Those tradesmen who do not wish to be asked to fill in will not nominate and will not be asked to fill in. If any tradesman does not wish to nominate he will not be discriminated against in any way because of this decision.

Those tradesmen who elect to assist the company in its efforts to overcome this impediment to productivity by keeping machines operating while a replacement operator is found will be compensated by payment of a \$5.00c increase to their weekly bonus for each half hour that they keep production running by operating brickmaking machinery. This initiative will also serve to increase the variety of skills held by some tradesmen and may give them the opportunity to pursue a future career path in production management if they are interested.

The company wishes to make it clear that it does not intend to pursue a program of introducing fitter operators and recognises the distinct contribution that operators and tradesmen make respectively to the value of its business. Therefore this period of relief will be limited to a maximum period of four hours on any one shift and a maximum of once per week for any tradesman.

- (e) Electricians on shift will remain at their workstation until relieved by the next shift for a maximum of they will contact the shift manager to have their Bundy card authorized and to discuss the company's need for shift cover during the subsequent shift.

Normal overtime payments will apply if the tradesman is required to clock off more than five minutes after the completion of their normal rostered shift.

- (e) The company is considering the introduction of a computerized maintenance management system to assist in lifting current machine efficiency levels above 60% to best practice levels of 80% or more. The electrical tradesmen undertake to co-operate with the introduction of such a change to maintenance planning systems in the event that the company decides to proceed with this initiative.

- (f) Employees have pointed out the opportunity for improved efficiency in capital works by involving tradesmen at the final design stage of capital projects. It is therefore proposed that at least one electrician from the relevant site will be invited by the site maintenance supervisor/project engineer to attend and make comment at the final planning meeting prior to design approval for capital expenditure projects with a value in excess of \$50,000.
- (g) It is recognised by the parties that casual and labour hire employees may be necessary while factories are operating at peak production levels, and during short term periods for leave, injuries and health absences, as well as installation and start-up of new machinery, processes or products.

The company will not employ casual or labour hire personnel to avoid overtime or reduce the level of full time employment opportunities which currently exist. In addition should the company have a permanent vacancy which needs to be filled those contractors who have demonstrated they have the necessary skills over a period of six months work on site will be given first right of refusal to that vacancy.

- (h) In relation to sick leave clause 19(iv) the wording will be changed to: - Employees requiring payment for sick leave are expected to ensure if possible that their supervisor is contacted before the commencement of their shift and advised of the nature and expected duration of their absence.

8. Contract of Employment

- (i) Full Time Employment

Full Time employees are those regularly engaged for no less than an average of 38 ordinary hours per week. A full time employee shall not be required to work as a part-time employee unless otherwise agreed.

- (ii) Part-time Employees

Part-time employees shall be engaged to work a regular number of hours per week under a written agreement. Subject to the exceptions permitted under this clause, each employee's written agreement shall specify the days of the week upon which ordinary hours are to be worked, the number of ordinary hours to be worked on each of those days. This written agreement may be varied at any time, either for an indefinite or specified period, by agreement between the employer and the employee directly concerned, subject to the limitations and procedures specified below:

- (a) Ordinary hours for part time employees shall not exceed an average of thirty (30) ordinary hours per week.

Provided that part time employees may work full-time for defined periods by agreement under the provisions of sub-clause (g) of this clause.
- (b) The ordinary hours of work shall not be less than four (4) hours on any day nor more than twelve (12) hours on any day.
- (c) Subject to (g) below, part time employees shall be engaged for an average of not less than twelve (12) ordinary hours per week.
- (d) Part-time employees when on sick leave, paid family leave, annual holidays, long service leave, jury service, bereavement leave or holidays, shall be paid the amount which they would have been paid for ordinary hours on the day if they had worked.
- (e) Subject to this sub-clause, all provisions of this Award shall apply to part-time employees on a proportional basis.
- (f) Variations to a part-time employee's written agreement may only be made in accordance with the following procedure:

- (i) The details of hours, days and duration and proposed commencement date are provided in writing for employees' consideration at least 14 days ahead.
 - (ii) Employee to be advised in writing of effect on annual, sick and long service and wages.
 - (iii) Employee to be advised in writing that the employee is not obliged to agree.
 - (iv) If the employee agrees, the agreement is committed in writing stating hours, days, duration and commencement date and signed by the employee/employer. A copy is provided to the employee.
 - (v) At any time during steps (i) to (iv) the employee may refer any questions to their supervisor or Union representative.
 - (vi) A new employee will receive written advice of the hours, days and agreed/proposed commencement date and rate of pay at the time of job offer which the proposed employee can sign as confirmation of acceptance of the offer. A copy of the letter is provided to the person. After commencement of employment any proposed variation to quantum of hours or days worked is to be processed through steps (i) to (v).
- (g) All existing part-time employees, including employees who are currently engaged to work less than twelve (12) hours per week, will be asked to confirm in writing their current hours, days of work and meal break arrangements. Those existing arrangements will be committed to writing and become the employee's written agreement as at the commencement date of this agreement.
- (iii) Casual Employees
- (a) A casual employee shall mean an employee who is engaged as such and paid as such.
 - (b) A casual employee may be engaged in an emergency, to supplement weekly employees when weekly employees are not available or to meet production requirements. Provided that part-time employees engaged for less than 12 hours per week prior to the commencement of this award shall continue to be part time employees.
 - (c) Subject to this sub-clause the provisions of this Award shall apply to a casual employee save and except the following clauses:
 - Clause 12 - Annual Holidays
 - Clause 15 - Sick Leave
 - Clause 16 - Jury Service
 - Clause 17 - Bereavement Leave
 - Clause 18 - Family Leave
 - (d) The ordinary hours of work shall not be less than 4 hours on any day nor more than 12 hours any day.
 - (e) Casual employees may be paid through the normal weekly pay process.
- (iv) Probationary Employment
- (a) A probationary period of three (3) months will be applied to all new employees, other than casuals. This probationary period shall commence from the date of engagement. During the probationary period, the employee's employment may be terminated by either the employee or the employer with the giving of two days notice.
 - (b) On commencing employment, probationary employees will be advised as to the performance standards expected of them and will be provided with adequate feedback through regular performance reviews during the period of probationary employment.

(c) If during the period of probationary employment an employee resigns or is dismissed by the employer, the employee is required to surrender any company property in his/her possession, including any company uniforms issued at the commencement of employment. Should an employee fail to comply with this requirement, the cost of the uniforms or other property will be deducted from any monies due to the employee at the date of termination.

(d) Casual employees who are offered permanent employment shall have the period of their probationary employment reduced by the quantum of time employed as a casual.

(v) Fixed Term Employees

An employee may be engaged for a specified fixed term in order to meet peak or seasonal demands, for special projects, to cover longer term absences such as Parental Leave, or when a special need arises.

(vi) Employment of Apprentices.

Apprentices shall be employed in accordance with the relevant provisions of the *Industrial and Commercial Training Act, 1989* and this Award. The following provisions shall apply in respect of apprentices:

The period of apprenticeship for persons entering the trade of manufacturing shall be as set out in their Deed of Indenture. The nominal term being four years.

An apprentice who gains a pass at the Stage 1 Examination of the trade or correspondence course shall be paid the rates as set out in the Clause 20 (iv) of this Award for the remainder of their term of apprentice-ship commencing from the first pay period in the calendar year following the examination.

An apprentice who passes at all stages of the trade course in the period normally required for its completion and whose workshop performances is satisfactory shall, during the last six months of apprentice-ship whichever is the less, be paid at the rate, including shift penalty rates, prescribed for a tradesperson under this Award.

An apprentice whose place of work and of residence are so situated that it is reasonably practicable for the apprentice to attend a college which conducts a trade course, shall attend such college for study in the trade course for the period necessary for him to qualify in the course and shall repeat any stage or any subject in a stage of the course which he has failed to complete satisfactorily; provided that an apprentice who, due to circumstances beyond their control, fails in any subject of the course, may continue with the course beyond the normal duration of the course if reports from the college show that satisfactory progress is being made; and provided further that an apprentice who fails in any stage of the course may progress to the next stage of the course if permitted to do so by the college under an arrangement approved by the Department of Technical and Further Education.

(a) The college fees for the instruction of each apprentice shall be paid by the employer for each year of the trade course or correspondence course.

(b) Any apprentice who is given time off during ordinary working hours for the purpose of attending at a college of instruction and fails to so attend shall not be paid for such time off.

(g) An employer shall reimburse to an apprentice all fares reasonably incurred in attending the college.

(h) An employer shall co-operate with a technical college in the training of an apprentice in the manner recommended by the technical college.

(i) An apprentice who is not obliged to attend the trade course in accordance with sub-clause (d) of this clause shall study the trade course by correspondence, as conducted by the College of External Studies of the Department of Technical and Further Education. For the purpose of taking full advantage of the instruction by correspondence, the apprentice to whom this sub-clause shall apply, during ordinary working hours, shall study to carry out assignments of this

course for two hours each week, and the employer shall pay such apprentice his wage and shift penalty rates during such time.

- (j) During each stage of the correspondence course referred to in paragraph (i) of this sub-clause, the apprentice shall attend a technical college for training for such period as is required from time to time by TAFE, provided that satisfactory progress has been made with correspondence lessons. Such attendances shall not be undertaken during the period of annual leave, and the employer shall pay all fees, fares and reasonable accommodation expenses in connection with the training for each period of four weeks not otherwise paid by the Government of NSW.

(vii) Termination of Employment

(i) Notice of Termination by Employer

(a) The employer must not terminate an employee's employment unless:

- (i) the employee has been given either the period of notice required by subsection (b) below, or compensation instead of notice; or
- (ii) the employee is guilty of serious misconduct, that is, misconduct of a kind such that it would be unreasonable to require the employer to continue the employment during the notice period.

(b) The required period of notice shall be:

Employees period of continuous service with the Employer	Period of notice :
Not more than 1 year	1 week
More than 1 but not more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 Weeks

The period of notice is increased by one week if the employee is over 45 years old and has completed at least 2 years continuous service with the employer.

(c) Payment in lieu of notice shall be made if the appropriate notice period is not given. If appropriate, part of the period may be worked out, and the remainder shall be paid out.

(ii) Notice of Termination by Employee

Employment may be terminated by the employee by giving four week's notice to the employer, at any time during the week, or by the forfeiture of four week's wages in lieu thereof.

(iii) The period of notice may be waived with the mutual agreement of both parties.

(iv) When employment is terminated, wages and any other payments due shall be paid at the completion of the last week of employment.

(v) Except when absent on approved paid leave, an employee not attending for duty shall lose pay for the actual time of such non-attendance.

9. Hours of Duty

(i) The ordinary hours of work for employees other than part-time employees shall not be less than an average of thirty eight (38) per week.

(ii) The ordinary hours of work for part-time employees shall be as provided in Clause 8 (ii).

(iii) The ordinary hours of work prescribed herein will mirror that of the production employees to ensure total coverage of all maintenance functions.

- (iv) The ordinary hours of work shall be worked on not more than five consecutive days per week provided that by agreement between the employer and the majority of employees affected, the ordinary hours of work may be worked over non-consecutive days of the week.
- (v) Subject to Clause 7 below, the ordinary hours of work shall be:
 - (a) for full-time employees, not less than 6 hours nor more than 12 hours per day;
 - (b) for part-time employees, not less than 4 hours nor more than 12 hours per day,
 - (c) for casual employees, not less than two (2) hours nor more than 12 hours per day.
- (vi) Circumstances may arise where different shift work rosters will apply to various groups or sections of employees in the factory or the establishment concerned.
- (vii) The ordinary hours of work prescribed herein shall be worked continuously except for meal breaks. Provided further that an unpaid meal break given and taken in accordance with the provisions of Clause 8, of this agreement, shall not cause any single shift of work to be treated as two separate shifts for any purposes of this agreement.

10. Labour Flexibility and Training

LABOUR FLEXIBILITY

Tradespeople shall perform a wider range of functions and duties, including work which is incidental or peripheral to their main tasks or functions according to their training and competency.

Employees shall not place restrictive work practices on working in different plants at the Horsley Park enterprise. Employees shall comply with all reasonable requests to transfer and to perform any work covered by the Award. In carrying out duties, employees shall ensure and take all necessary steps to ensure the quality, accuracy and completion of any job or task.

Any direction given by management shall be consistent with the employer's obligations under the Occupational Health and Safety Act 1983 and its regulations and be within the employees' scope and training.

Stand by on Long Weekends: When a long weekend occurs, an electrical tradesperson will make themselves available to be on call for the duration of that weekend, day and night. For this they will be paid one RDO for each Public Holiday that occurs e.g. Queens Birthday is on the Monday. Stand-by is from Friday midnight to Tuesday morning 6.00am. Person on stand-by will be paid as such:- one RDO for the Public Holiday plus all relative call outs that occur over the weekend.

Call Out: After an employee has finished their normal shift for that day and is called back into work for an emergency, then that employee will be paid "call out" as per the State Electricians Award.

TRAINING:

The parties to this agreement are committed to cross plant training between Plants 1,2,&3 at the Horsley Park enterprise. It is intended that employees following training, employees will be appropriately skilled to be able to perform electrical and associated work within each of the plants without any restriction.

The company recognizes the increasing need for continuing professional development by its electricians in order to cope with the new technology being used in the business. As a result the company agrees to support the acquisition of these required skills in two ways.

Firstly the company undertakes to provide paid training time and full payment of the costs associated with training in areas such as; Scada, Plc's and vector drives on an annual basis for each electrician. This training will be conducted for each electrician in at least one area per year of this agreement.

Secondly the company will in consultation with the electricians revise the current listing of suitable post trade courses documented in the EBA; so that they are more applicable to the needs of the business as well as providing transferable skills to the electricians. These courses are to be done in the employees own time and cost but will be recognized by increased wages of \$10.69 per week for each successfully completed course.

Where it can be demonstrated that benefits will accrue to the business by an electrician upon gaining qualifications in Hydraulics or Pneumatics, Austral Bricks will recognise these following qualifications as detailed, consistent with the national competency standards:

- Hydraulics units I,II,III,IV
- Pneumatics units I,II,III,IV

As required by the company a rate of \$11.41 per unit of qualification as outlined above.

Training commitment 2004 agreement

The parties have identified the need for a more highly skilled and flexible workforce in the face of modern globalising markets. To address this, the company will expand the range of training that it accepts as post trade training to include the following three courses, which it will arrange to conduct off site by recognised trainers. The company will run one course in each of the three years of this agreement and the topics will be as follows:

- Years One; Effective workplace communications and conflict management
- Year Two; Best practice preventative maintenance for electrical systems
- Year three; Managing Innovation and continuous improvement.

This training will take place over four consecutive Wednesdays from 10am to 6pm and again on the following Wednesday from 12 noon to 4pm so that each course will total 36 hours the same as one TAFE module. Attendance during any time which is outside of the employees' normal roster will be unpaid and submission of a two page summary about a practical workplace based project will be required on the last day of the course to demonstrate application of the skills learnt.

The company will place a limit of no more than ten post trade modules for any individual.

11. Meals

- (i) Each employee must take and each employee must be given on each day ten minutes for morning tea and twenty minutes for lunch. On the short shift there will only be a ten minute tea break.
- (ii) Meal breaks shall count as time worked.
- (iii) An employee required to work overtime for more than 2 hours or longer without being notified at least one day before, shall be paid a meal allowance as set out in, Clause 32 Allowances.

12. Shift Work

- (i) The starting and finishing times for the employees shall be set by the employer to best service the effective operation of the plant. To allow a factory to respond flexibly and maximise production to the pattern of demand for the company's product, the employer can alter or set the starting and finishing times for employees and vary the shift overlap times pursuant to paragraph (iii) of this clause.

The working hours arrangements for electrical employees will be consistent with the production employees to ensure full electrical coverage whilst production is occurring. The shift duration, in normal circumstances shall be eight hours duration with a 20 minute paid lunch and 10 minute paid tea break. The short Friday shift will be 6 hours in duration with only a 10 minute tea break. These hours are hours at working stations and no allowance is made for wash up time. In circumstances where employees become seriously dirty, management would consider the circumstances as to whether the wash up time should be included as time worked.

If agreed by Austral management and his/her employees, a greater spread of ordinary hours may be worked, however, employees will not be required to work in excess of 12 ordinary hours per shift.

Emergency 12 hour shifts maybe worked with the normal starting times being 6.00am and 6.00pm.

On the 12 hour day shift starting time at 6.00am, the first 8 hours Monday to Thursday will be paid At ordinary time and the first 6 hours on a Friday will be paid at ordinary time. The last 4 hours will be paid at the appropriate penalty rates ie the first 2 hours overtime at the rate of time and half Monday to Friday and the second two hours at double time. As the normal time payment finishes at the end of the normal day shift and the additional hours are paid at penalty rates, there will be no shift loading.

Where as on the 12 hour night shift starting time at 6.00pm, the first 8 hours, Monday to Thursday will be paid at ordinary time plus 30% loading for night shift and first 6 hours on the Friday will be at ordinary time plus 15% loading for afternoon shift. The first 2 hours overtime on these shifts will be paid at time and half and the next two hours will be paid at double time without any shift loading.

Shift workers shall be regulated by a roster providing for weekly rotation and equity. An employee's place on the roster shall not be changed except by 48 hours notice of such change or payment of penalty rates.

(ii) Hours - other than continuous work -

This subclause shall apply to shift workers not on continuous work as defined in (vi) of this clause. The ordinary hours of work shall be on average of 38 hours per week to be worked on one of the following basis:

- (a) 38 hours within a period not exceeding seven consecutive days; or
- (b) 76 hours within a period not exceeding fourteen consecutive days; or
- (c) 114 hours within a period not exceeding twenty-one consecutive days; or
- (d) 152 hours within a period not exceeding twenty-eight consecutive days.

The ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than five hours without a break for a meal. Except at regular change-over of shifts an employee shall not be required to work more than one shift in each twenty-four hours.

Provided that:

The ordinary hours of work prescribed herein shall not exceed twelve hours on any day; in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and by agreement between an employer, the union or unions concerned and the majority of employees in the plant, work section or sections concerned, ordinary working hours not exceeding twelve on any day may be worked subject to -

the employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour Shifts;

proper health and monitoring procedures being introduced;

suitable roster arrangements being made

- (b) Except at the regular change of shifts an employee shall not be required to work more than one shift in each twenty four hours.

- (iii) Roster: shift rosters shall specify the commencing and finishing times of ordinary hours of work of the respective shifts. Each plant manager shall be entitled to fix the starting time in his/her own yard within the weekly limitations identified in clause 6 Hours, and to alter it from time to time, either with the consent of the employees, or by posting up in a convenient place in the yard, one week's notice of the alteration to the roster.
- (iv) An employee shall be entitled to eight consecutive hours off duty after ceasing work on one shift and before commencing work on the next shift. If the next shift is scheduled to commence before eight hours has expired, the employee shall be entitled to be absent from work on that shift until he/she has had eight hours off duty without any deduction being made in ordinary pay or shift penalty payable for such absence.
- (v) Rotation: shifts may be rotated. Different methods of rotation may apply in respect of particular groups or sections of employees in a plant or establishment. Where shifts rotate, the rotation may be weekly, fortnightly, four-weekly or at such other interval as may be agreed from time to time between the employer and the majority of the employees affected.
- (vi) "Shift allowance" Definitions: For the purpose of this clause -

"Afternoon Shift"	means any shift finishing after 6 p.m. and at or before midnight
"Continuous shift"	means work carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive shifts.
"Nightshift"	means any shift finishing subsequent to midnight and at or before 8.00am.
"Rostered Shift"	means a shift of which the employee concerned has at least forty-eight hours notice.
"Seven Day Shift"	means shift work, other than continuous shift work, rotating all seven days of the week

- (vii) Afternoon or Night Shift Allowances -
 - (a) A shift worker whilst on afternoon or night shift shall be paid for such shift 15 per cent more than his ordinary rate.
 - (b) A shift worker who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid for each such shift 50 per cent for the first three hours thereof and 100 per cent for the remaining hours thereof in addition to his ordinary rate.
 - (c) An employee who -
 - (1) during a period of engagement on shift works night shift only; or
 - (2) remains on night shift for a longer period than four consecutive weeks; or
 - (3) works on night shift which does not rotate or alternate with another shift or with any day work so as to give him at least one-third of his working time off night shift in each shift cycle, shall during such engagement period or cycle be paid 30 per cent more than his ordinary rate for all time worked during ordinary hours on such night shift.
- (viii) The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and one half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in sub-clause (vi) of this clause.
- (ix) Overtime: Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift shall -
 - (a) if employed on continuous work be paid at the rate of double time; or
 - (b) if employed on other shift work at the rate of time and one-half for the first two hours and double time thereafter except in each case when the time is worked.

- (c) by arrangement between the employees themselves;
- (d) for the purpose of effecting the customary rotation of shifts; or
- (x) An employer may require any employee to work reasonable overtime at overtime rates and such the assignment of overtime by an employer to an employee shall be based on specific work requirements and the practice of "one in, all in" overtime shall not apply.
- (xi) Sunday and holidays: Shift work on continuous shifts for work on a rostered shift, the major portion of which is performed on a Sunday or holiday, shall be paid as follows:
 - (a) Saturday - at the rate of time and one half
 - (b) Sundays - at the rate of double time
 - (c) Holidays - at the rate of double time and one half.

Shift workers on other than continuous work for all the time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 9 Overtime, of this award. Where shifts commence between 11.00pm and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

13. Overtime

- (a) All time worked by an employee in excess of or outside the employee's ordinary hours of work shall be overtime and shall be paid for at the ordinary hourly rate plus 50 per cent of the ordinary hourly rate for the first two hours on any day, and at the ordinary hourly rate plus 100 per cent of the ordinary hourly rate thereafter.
- (b) All overtime worked on a holiday as provided for in clause 15, Public Holidays, shall be paid at twice the ordinary hourly rate plus 50 per cent of the ordinary hourly rate.

Rest Periods After Overtime:

- (a) When overtime is necessary it shall wherever reasonably practicable be so arranged that the employee has at least 8 consecutive hours off duty between the work of successive days.
- (b) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next that they have not had at least 8 consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) Failing an instruction from the employer that an employee should not resume or continue work without having had such 8 consecutive hours off duty the employee shall be paid at the ordinary hourly rate plus 70 per cent until they are released from duty for such period and shall then be entitled to be absent until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (i) Time off in lieu of Overtime

Where mutually agreed between the employee and their manager, time off in lieu of overtime may be taken at a time agreed upon between the parties.

Time off is to be at the rate of time for time.

14. Payment of Wages

- (i) Employees shall be paid weekly or in accordance with such other arrangements as may be agreed between the employer and the employees affected. Such pay period shall not be altered without fourteen (14) days notice.

In the event of the termination of employment before repayment of such advance a further deduction of any balance required for that purpose may be made from moneys due to the employee. Such deductions, together with any additional deductions made for that purpose with the written authority of the employee shall be deductions authorised by this agreement.

15. Public Holidays

- (i) The days on which the following holidays are observed shall be award holidays, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Anzac Day, Eight Hour Day, Christmas Day, Boxing Day, together with any other days proclaimed or gazetted as a public holiday for the State and observed in the locality of the enterprise.
- (ii) A weekly employee normally rostered to work on the above holidays shall be entitled to the holiday without loss of ordinary time pay or shift penalty provided that the employee worked on the working days immediately preceding and succeeding the holiday. Where two holidays fall on consecutive days an employee who worked on either the working day preceding or the working day succeeding either such day but not on both shall be paid for the holiday nearer to the said day on which the employee worked; provided that an employee who produces evidence satisfactory to the employer that the absence from work on any such a day before or after a holiday was due to a good and sufficient cause shall not lose payment for the relevant holiday.
- (iii) Where the company requires production to continue at any site during one of the above holidays then the following procedures shall apply:
 - (a) The Company shall notify employees at the site of the staffing needs (including skills numbers, and functions required) twenty-eight (28) days prior to the taking of annual leave;
 - (b) The notice will invite volunteers from casuals, part-time and full-time employees;
 - (c) Ten (10) days prior to the holiday of the Company will advise employees whether there is a short fall for the holiday in question and details thereof;
 - (d) The Company will maintain a list of employees who have worked such holidays and such employees will be given preference in relation to not being required to work on the following holiday.
- (iv) A weekly employee rostered off on a holiday, except Easter Saturday, shall be entitled to one additional day as a holiday which shall be taken as agreed between the employee and the employer or failing agreement to be added to the employee's entitlement to annual holidays.
- (v) An employee who works on the day specified in sub-clause (i)(a) above as the Union Picnic day shall have one additional days pay added to their annual leave bank.

16. Annual Leave

- (i) See the Annual Holidays Act 1944.
- (ii) The shift penalty payments prescribed in sub-clause (v) of clause 8, Shiftwork, of this Award shall be regarded as part of the ordinary pay of employees entitled to such payments for the purposes of the *Annual Holidays Act, 1944*.

- (iii) In addition, one day will be added to annual leave in lieu of the Union Picnic Day.
- (iv) Employees working Monday to Sunday shall not be entitled to take single days of annual leave.

17. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act, 1944* is referred to as "the Act".
- (ii) Before an employee is given and takes annual holiday, or, where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employee shall be paid a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see sub-clause (iv)).
- (iii) The loading is payable in addition to the pay for the period of annual holiday given and taken due to the employee under the Act and this award.
- (iv) The loading is 17.5% of the employee's ordinary rate of pay for the period of the annual holiday. With respect to shift workers a loading of 20% will be applicable.
- (v) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if not on annual holidays; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading prescribed by this clause.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with sub-clause (iv) of this clause applying the award rates of wages payable on that day.
- (vii) Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
 - (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such annual holiday shall be paid the loading calculated in accordance with sub-clause (iv) of this clause.
 - (b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable under the Act such proportion of the loading that would have been payable under this clause if the employee had become entitled to an annual holiday prior to the close down as the employee's qualifying period of employment in completed weeks bears to 52.
- (viii)
 - (a) When the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with sub-clause (iv) for the period not taken.
 - (b) Except as provided by paragraph (a) of this sub-clause, no loading is payable on the termination of an employee's employment.

18. Long Service Leave

- (i) See *Long Service Leave Act, 1955*.

- (ii) The shift penalty payments prescribed by sub-clause (vii) of clause 9, Shiftwork, of this Agreement shall be regarded as part of the ordinary rate of pay of employees entitled to such payments for the purposes of the *Long Service Leave Act, 1955*.

19. Sick Leave

- (a) Any employee who is absent from work by reason of personal illness or injury (not being illness or injury arising from the employee's misconduct or default or from any injury arising out of the course of employment) shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
 - (i) He/she shall not be entitled in the first sick leave year with Austral to leave in excess of one week of ordinary working time.
 - (ii) He/she shall not be entitled during the second and subsequent sick leave years with an employer to leave in excess of eight days of ordinary working time each year.
 - (iii) The provisions of this sub-clause shall apply to the sick year (as defined) commencing 1 January 1974 and continue thereafter. Continuous service with Austral prior to this date shall be taken into consideration in assessing an employee's entitlements under this clause.
 - (iv) Employees on weekly hiring who, after not less than 3 months' service, are absent from work on account of personal illness or injury by accident shall be entitled to sick leave, without deduction of pay, subject to the following conditions and limitations:
- (b) Employees shall not be entitled to paid sick leave of absence for any period in respect of which they are entitled to workers compensation.
- (c) Employees shall within 24 hours of commencement of such sick leave, inform the employer of inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (d) An employee shall prove to the satisfaction of the employer that the employee was unable, on account of such illness or injury, to attend for duty on the day or days for which sick leave is claimed; provided that for the first three single days for which sick leave is claimed in a year of employment, a medical certificate shall not be required.
- (e) A part-time employee shall, subject to the provisions of this clause be entitled to a proportionate amount of sick leave. The amount of sick leave to which a part-time employee is entitled in any year shall bear the same proportion to sick leave prescribed during that year of employment for a full-time employee as the part-time employee's average number of ordinary hours worked during the previous six months of employment, or if there is not a 6 month period of employment then the average number of ordinary hours worked during the actual period of employment, bears to the number of ordinary hours worked by full-time employees.
- (f) An employee shall not be entitled to payment in respect of any time lost on an ordinary working day on which, had they attended for duty, they would not have been required to work.
- (g) No employee shall be entitled to sick leave for rostered time off due to the 38 hour week.
- (h) The employee's entitlement under this clause shall accumulate from year to year so long as the employee's employment continues with the employer, whether under this or any other Award, so that any sick leave entitlement which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer subject to the conditions prescribed by this clause in a subsequent year of such continued employment.
- (i) For each day's absence from work, the employee's accrued sick leave entitlement shall be reduced by the number of ordinary daily hours for which the employee was rostered for that day in accordance with clause 6, Hours of Work, of this Agreement.

- (j) Where a business, undertaking or establishment or any part thereof is transmitted from one employer to another employer and an employee who at the time of the transmission was employed by the transmitter in that business, undertaking, establishment or part thereof becomes an employee in the employ of the transmitter any sick leave which has accumulated and not been taken during the employment with the transmitter may be claimed by the employee and shall be allowed by the transmitter subject to the conditions prescribed by this clause during the employee's employment with the transmitter. Sick leave accumulated by an employee pursuant to this paragraph shall be deemed to be sick leave accumulated during the employee's employment with the transmitter. An employee who was employed by the transmitter at the time of the transmission and thereafter, is employed by the transmitter shall be entitled to sick leave during the first 3 months employment with the transmitter notwithstanding sub-clause (i) of this clause.
- (k) Where an employee is transferred from the service of an employer being a corporation to the service of another employer, being a corporation related to the first employer at the time of the transfer, sick leave accumulated and not taken in the employ of the first employer shall after the transfer be deemed to be sick leave accumulated in the employ of the second employer and the employee shall be entitled to sick leave during the first 3 months of employment with the second employer.
- (l) For the purpose of this clause continuous service shall be deemed not to have been broken by:
 - (m) any absence from work on leave granted by the employer; or
 - (n) any absence from work by reason of personal illness, injury, or other reasonable cause (proof whereof shall in each case, be upon the employee); provided that any time so lost shall not be taken into account in computing the qualifying period of 3 months.
- (o) Service with the employer before the date of coming into force of this award shall be counted as service for the purpose of qualifying for sick leave.

20. Jury Service

- (i) A weekly employee shall be allowed leave of absence during any period when required to attend for jury service.
- (ii) during such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's normal rate of pay.
- (iii) An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

21. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in paragraph (iii) of this clause.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out below in Clause 19, sub-clause A. (iii) (c) to (g) from the State Personal/Carer's Leave Case.- December 1998, as varied provided that, for the purpose of bereavement leave, the employee need not have been responsible for the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

- (v) Bereavement leave may be taken in conjunction with the other leave available under subclauses B, C, D, and E of the said Clause 18 below. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

22. Family Leave

USE OF SICK LEAVE

- (i) An employee with responsibilities in relation to a class of person set out in (iii) (b) below who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlements which accrues after the date of ratification of this Award for absences to provide care and support for such persons when they are ill.
- (ii) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to;
 - (a) the employee being responsible for the care and support of the person concerned; and
 - (b) the person concerned being :
 - (c) a spouse of the employee or
 - (d) a de facto spouse, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (e) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (f) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (g) a relative of the employee who is a member of the same household
 - (h) "relative" means a person related by blood, marriage or affinity;
 - (i) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (j) "household" means a family group living in the same domestic dwelling.
- (iv) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee at the first opportunity on the day of absence.

UNPAID LEAVE FOR FAMILY PURPOSES

- (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in A(iii)(b) above who is ill.

ANNUAL LEAVE

- (i) To give effect to this clause, but subject to the Annual Holidays Act 1994, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed by the parties.

- (ii) Access to annual leave, as prescribed in paragraph A(iii)(b) above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- (iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

TIME OFF IN LIEU OF PAYMENT FOR OVERTIME

- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (iii) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under paragraph D (i) of this subclause where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six months of the accrual, whether to take overtime worked under D (i) above as an overtime payment or as time off work at the ordinary rate of pay.

MAKE-UP TIME

- (i) An employee may elect, with the consent of their employer, to work "make-up" time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.

OTHER CLAUSES OF THIS AGREEMENT

- (i) The family leave entitlements contained in this clause shall be read wholly in conjunction with the following clauses:

Clause 9 - Overtime
Clause 12 - Annual Holidays
Clause 15 - Sick Leave

23. Rates of Pay

- (i) All employees will receive increases to their current rates of pay, excluding travel, first aid and ancillary allowances. Rates of pay include payment in lieu of all disability allowances such as heat, dirt and confined space. Rates also include payment in lieu of phone rental being reimbursed by the Company and employees are to maintain a phone connection for the Company to contact them.

Wage rates will be increased by 2.6% and the existing Attendance Bonus increased by \$25.00 per week from 29 September 2004. Wage rates will be increased by a further 4% from 29 September 2005 and 29 September 2006.

The company recognises the fact that the electrical tradesmen have provided the company with workable productivity initiatives that address all the concerns raised by the company and this result has been achieved within the terms of the disputes procedure and without interruption to the company's business.

Upon signing of this memorandum of understanding each tradesmen/electrical maintenance employee will become entitled to a once only sign-up bonus of \$700.00c in further recognition of their assistance to the company in satisfying buoyant demand from our customers in recent years.

In addition to the above, production bonus payments will continue to be available. The parties agree to make no additional claims during the life of this agreement. The rates of pay in the agreement are set out in Appendix One.

- (ii) Part-time employees

Part-time employees shall be paid at the hourly rate of one thirty-eighth of the appropriate wage rate of this agreement, with a minimum payment of (4) four hours each day.

- (iii) Casual employees.

The hourly rate of pay for casual employees shall be calculated by dividing the appropriate weekly rate of pay by 38 plus 20 per cent, with a minimum payment for (4) four hours for each day.

- (iv) Rates of pay for Apprentices:

See *Industrial and Commercial Training Act 1989*.

Four Year Term	% of Plant Electricians rate(Clause 3)
	%
First Year	42
Second Year	55
Third Year	75
Fourth Year	88

24. Settlement of Disputes and Grievances

Procedures relating to grievances of individual employees :

- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedies sought.
- (b) A grievance must initially be dealt with as close to its source as possible, with gradual steps for further discussions and resolutions at higher levels of authority.
- (c) In the event that the grievance or dispute relates to issues associated with the interpretation or implementation of this Award, it may be referred to the Joint Steering Committee if appropriate.
- (d) Reasonable time limits must be allowed for discussions at each level of authority
- (e) At the conclusion of the discussions, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (f) Whilst a procedure is being followed, normal work must continue. During discussions, except in the case of a bona fide safety issue, the "status quo" shall remain and work shall proceed without stoppage or the imposition of any ban, limitation or restriction. "Status Quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (g) The employee may be represented by an industrial organisation of employees.
- (h) Should the matter not be concluded, or resolved it may be referred to the Industrial Relations Commission.

Procedures relating to disputes etcetera between employers and their employees:

- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with gradual steps for further discussion and resolution at higher levels of authority.
- (b) Reasonable time limits must be allowed for discussion at each level of authority.
- (c) Whilst a procedure is being followed, normal work must continue.

- (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.
- (e) Should the matter not be concluded, or resolved it may be referred to the Industrial Relations Commission.

25. Superannuation

The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation (Resolution of Complaints) Act 1993* and of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

26. Redundancy

(A) APPLICATION

- (i) This clause shall apply in respect of full time and part time employees employed and paid under Appendix 1.
- (ii) Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(B) INTRODUCTION OF CHANGE

Employer's Duty to Notify

- (i) Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(C) Employers Duty to Discuss Change

- (i) The Employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clause (b)(a) above "Employers Duty to Notify" of this clause, the effects the changes are likely to have on employees and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (ii) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in sub-clause (b)(a) of this clause.
- (iii) For the purpose of such discussion, the employer shall provide the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(D) REDUNDANCY

(a) Discussion before Termination

- (i) Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to sub-clause (b)(a) "Introduction of Change", and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (ii) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph (i) of this sub-clause and shall cover, inter alia, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (iii) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(E) TERMINATION OF EMPLOYMENT

(a) Notice For Changes In Production, Program, Organisation Or Structure

The notice to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure" shall be as identified in clause 5(b) Termination of Employment.

(b) Notice for Technological Change

This sub-clause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with: clause 5(b) Termination of Employment.

- (i) In order to terminate the employment of an employee the employer shall give to the employee notice of termination in accordance with clause 5(b) Termination of Employment
- (ii) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iii) The period of notice required by this sub-clause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any other Act amending or replacing either of these Acts.

(c) Time Off During The Notice Period -

- (i) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during the week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(d) Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(e) Statement of Employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(f) Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(g) Department of Social Security Employment Separation Certificate -

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.

(h) Transfer to Lower Paid Duties -

Where an employee is transferred to lower paid duties for reasons set out in subparagraph subclause (b) (a) "Introduction of Change" of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(F) SEVERANCE PAY

- (a) Where an employee is to be terminated pursuant to sub paragraph (d) of this clause, subject to further order of the Industrial Relations Commission, the employer shall pay a minimum of three (3) weeks severance pay in respect of each completed year of continuous service with no maximum limit. Further, employees shall receive pro-rata entitlements for part years.

However, if the scale below provides a greater benefit for the employee in such circumstances, then this scale shall be observed:

- (i) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (ii) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age & Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

(iii) "Weeks Pay" means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances paid in accordance with this Award.

(b) Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, the employer may pay a lesser amount (or no amount) of severance pay than that contained in sub paragraph (a) above if the employer obtains acceptable alternative employment for an employee.

(G) OTHER ENTITLEMENTS

In addition to the notice prescribed in sub clause (d) above and the severance payments prescribed in (e) above, employees who are made redundant shall receive pro-rate Long Service Leave for the entire period of their continuous service.

(H) SELECTION CRITERIA FOR REDUNDANCY

The employer shall select, in consultation with the Union, employees for redundancy based upon the operational requirements of the Enterprise including, but not limited to, criteria such as attendance, performance, length of service, skills, etc.

(I) PROCEDURES RELATING TO GRIEVANCE

Grievances relating to individual employees will be dealt with in accordance with clause 24 "Settlement of Disputes and Grievances" of this Award.

27. Supply of Clothing

(a) There shall be provided and maintained in good order and condition, for the use of every person engaged in the manufacturing process, a sufficient supply of clothing consisting of

- (i) an overall
- (ii) suitable head covering

(b) An employer shall provide protective clothing to employees so as to ensure the health, safety and welfare of such employees in accordance with the requirements of the Occupational Health and Safety Act. Except in cases of medical exemptions, employees shall wear and/or use all supplied safety clothing and equipment, including footwear, as directed by the employer.

(c) Employees are responsible for the care and safekeeping of all issues and shall return each article to the employer on request or on termination of their employment; in default, the employer may deduct from wages due an amount equal to its replacement value less reasonable depreciation, having regard to the condition of the item.

28. Preservation of Existing Rights

No employee shall suffer any reduction in rate of pay or any reduction or withdrawal of existing conditions of employment relating to matters dealt within this agreement as a result of the making of this agreement.

29. Anti-Discrimination

- (1) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation,
 - (b) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW),
 - (c) a party to this award from pursuing matters of unlawful discrimination in any state or federal legislation.
- (2) It is the intention of the parties bound by this award to respect and value the diversity of the workforce and to achieve the object in section 3(f) of the Industrial Relations Act 1996 (NSW), to prevent and eliminate discrimination in the workplace and in particular to ensure equal remuneration for men and women doing work of equal or comparable value.
 - (i) Unlawful discrimination in the work place includes any distinction, exclusion or preference made on any prohibited ground which has the effect of denying or limiting equality of opportunity or treatment. Unlawful discrimination in the workplace includes sexual harassment and harassment on any prohibited ground.
 - (ii) The parties recognise that it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of discrimination or harassment.
 - (iii) Accordingly, in fulfilling their obligations the parties bound by this Award must take reasonable steps to ensure that the Agreement provisions do not unlawfully discriminate in their effect, and that unlawful discrimination or victimisation does not occur in any aspect of employment.
 - (iv) Any employee or group of employees who has a genuine belief that they have been or are being unlawfully discriminated against in their employment, or who have been or are being victimised, may lodge a grievance in accordance with the relevant dispute resolution procedures referred to in this agreement.

Note

Section 56(d) of the Anti-Discrimination Act states:

Nothing in this 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.

30. Disciplinary Policy

The following procedure will be adhered to by the Company and the Employees:

- (a) Employees who exhibit unsatisfactory performance or behaviour will be counselled so that they understand the standards expected of them, and will be offered assistance and guidance in achieving those standards
- (b) Confidential written records of such counselling will be made. The employee will be shown the written record and will have the opportunity of commenting on its contents whether in writing or orally. The record will be placed on the employee's file where the employee has been given the opportunity of responding to the record.

- (c) Employees whose performance or behaviour is unsatisfactory will be given adequate time to demonstrate a willingness to improve. If at the end of this period the employee shows no willingness to improve in the opinion of the Company, then further disciplinary action consisting of three written warnings and finally dismissal may be taken.
- (d) Nothing in the procedure will limit the right of the Company to summarily dismiss an employee for serious and wilful misconduct.
- (e) At all stages of the disciplinary process the employee will be entitled to have another available employee present as a witness if desired. The union representative may be informed providing employee confidentiality is not breached.
- (f) All warnings will only expire 12 months after the anniversary date of the relevant warning

31. Drugs and Alcohol Policy

All Company sites are to be free from the consumption of alcohol, or other mood altering substances.

When a Plant Manager, after investigation feels an employee's health has deteriorated to a point where they are unable to carry out their normal duties efficiently, or that they are deemed a danger to themselves or other employees. Then they may request the employee to attend a Doctors Surgery for a blood alcohol or drug test before being allowed to resume work.

Repeated instances of this nature will result in counselling, warning and ultimately dismissal from employment in accordance with the company's disciplinary policy.

Employees found consuming drugs or alcohol at work will be summarily dismissed for misconduct as per clause 8 (b) of this agreement.

32. Weekly Allowances

(Included in pay rates where applicable)

- | | | |
|----|---|----------------------|
| 1. | Leading Operator in charge of 3-10 people | \$34.53(in pay rate) |
| 2. | Senior Leading Hand | \$77.07(in pay rate) |
| 5. | First Aid Allowance | \$11.20 per week |
| 7. | Meal Allowance | \$9.40 |

33. Bonuses

Good Attendance Bonus

An employee may apply for the payment of a good attendance bonus at December each year, such bonus being equivalent to the current single year's sick leave entitlement which then stands to his/her credit at the end of the period.

For the purposes of this bonus, continuous service shall be deemed not to have been broken by:

- (a) any absence from work on leave granted by the employer; or
- (b) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall, in each case, be upon the employee); provided that any time so lost shall not be taken into account in computing the qualifying period of three months specified in (c) below.

- (c) The payment for any absence on sick leave in accordance with this clause during the first three months of continuous service in the industry may be withheld by the employer until the employee completes such three months, at which time the payment shall be made.

Weekly Attendance Bonus

A weekly attendance bonus of \$95 will be available by the incorporation of all weekly, monthly and yearly incentives (including KPI's, Kmart vouchers, travel and attendance allowances) but excluding production bonus.

The new attendance bonus will be lost to any employee who takes a single day off in any week .Any person who goes home sick after a minimum of four hours on any day or who is late by a total of not more than 2 hours in a pay week will not lose the attendance bonus. Any person who is off work by prearranged and authorised LWOP will only lose the bonus for that day.

There will be an exception for one single days absence per year if the employee provides a Doctors certificate for the day

It is understood that this attendance bonus would be included in the definition of ordinary time earnings and is therefore payable for the purpose of annual leave, long service leave and redundancies.

To allow for the 8mths which have elapsed so far this year, the good attendance bonus of \$25 per day will be payable on eight twelfths of the total sick days payable this year only.

Likewise the next payment of safety bonus by K'Mart vouchers will be the last made to the electricians.

Weekly Production Bonus

The existing production bonus schemes will continue and will not be affected by this agreement. Ways will continue to be examined for improvements in productivity and efficiency, enabling employees to share in the gains. The assessment of improved performance and payment of bonus money will be based on recorded productivity performance for the plants. The Committees will continually monitor the operation of the bonus scheme to ensure that it is fair and equitable, and that it operates in the best interests of the employees and the Company.

All full time and part time employees covered by this Agreement are eligible to participate in the bonus scheme provided that they are employees for the total duration of the bonus period.

SIGNED BY THE PARTIES TO THE AGREEMENT

Signed on behalf of the Austral Brick Company Pty Ltd

Print Name:

Date:

Signed on behalf of the Electrical Trades Union of Australia -NSW Branch

Print Name:

Date:

APPENDIX ONE

Rates of Pay

The following are the rates of pay that will apply for the duration of the agreement.

Classification	Current Rate	Rate from 29/09/04	Rate from 29/09/05	Rate from 29/09/06
Electronics Tradesperson	917.77	941.63	979.29	1018.46
Leading Hand Up To 10	953.69	978.48	1017.62	1058.32
Senior Leading Hand Over 10	997.95	1023.89	1064.85	1107.44
Plant Electrician	811.07	832.15	865.44	900.06