

**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA97/172

TITLE: Lachlan Industries Pty Ltd

I.R.C. NO: 97/4572

DATE APPROVED/COMMENCEMENT: 15 September 1997

TERM: 18 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 24

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to production employees at 1 Campbell Street, Cowra

PARTIES: Lachlan Industries Pty Ltd -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, Federated Clerks' Union of Australia, New South Wales Branch

LACHLAN INDUSTRIES PTY LTD



STATE ENTERPRISE AGREEMENT

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1. **TITLE**

This Agreement shall be known as the Lachlan Industries Pty Ltd State Enterprise Agreement.

2. **CONTEXT OF THE AGREEMENT**

2.1 This Agreement formally embodies the intention of Lachlan Industries Pty Ltd, Federated Clerks Union of Australia, New South Wales Branch, the ~~Federated Engine Drivers and Firemen's Association of Australia (NSW)~~, Automotive Food Metals Engineering Printing and Kindred Industries Union, New South Wales Branch and the Electrical Trades Union of Australia, New South Wales Branch in relation to the Enterprise Bargaining Principles of the National Wage Case Decisions of 1988, 1989 and 1991 and the March, 1992 State Wage Case decision.

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It therefore recognises the requirement for co-operative efforts by the parties to meet the agreed objectives of efficiency, participation and competitiveness to achieve performance which will ensure continued viability and job security.

2.2 The agreement addresses a range of issues including ongoing consultation commitments with respect to productivity/ efficiencies during its life.

2.3 The parties to this Agreement will review and develop during the term of the Agreement appropriate skills based classification structures linked to career paths.

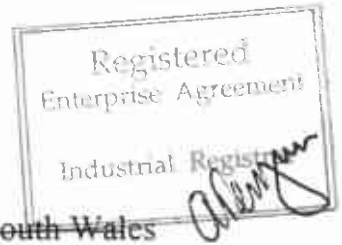
3. **COMMON VALUES**

3.1 This Agreement is the result of extensive consultation between the parties, based on common values which are critical to the achievement of a world class enterprise.

- 3.2 The parties are committed to sharing the responsibility for:
- (A) The design of work systems and arrangements which increases the productivity and efficiency of the organisation and provides opportunities for making better use of the expertise, skills and experience of all employees.
 - (B) A safe and healthy working environment.
 - (C) A quality of working life for all employees, including job security and equity in access to skill development and participation.

4. **SCOPE PARTIES BOUND AND DURATION OF THIS AGREEMENT**

- 4.1 This Agreement shall apply to all existing and future production employees engaged by Lachlan Industries Pty Ltd at its Cowra, New South Wales manufacturing location engaged in the classifications covered by the Clerks' (State) Award, Electricians &c (State) Award, Engine Drivers, &c General (State) Award and the Metal and Engineering Industry (New South Wales) Interim Award. Where this Agreement is silent, the provisions of the Clerks' (State) Award, Electricians &c (State) Award, Engine Drivers, &c General (State) Award and the Metal and Engineering Industry (New South Wales) Interim Award shall apply. Furthermore the terms and conditions of the two herein mentioned awards, as existing on the 1st July, 1996, shall be applied during the life of this Agreement and shall be paramount where the Agreement is silent.
- 4.2 This Agreement shall be binding upon:
- (i) Lachlan Industries Pty Ltd, 1 Campbell Street, Cowra, NSW and its employees who are members or eligible to be members of the organisations listed in paragraph (ii) below engaged in any of the classifications specified in the Clerks' (State) Award, Electricians &c (State) Award, Engine Drivers, &c General (State) Award and the Metal and Engineering Industry (NSW) Interim Award.



- (ii) Federated Clerks Union of Australia, New South Wales Branch, the ~~Federated Engine Drivers' and Firemen's Association of Australia (NSW)~~, Automotive Food Metals Engineering, Printing and Kindred Industries Union, New South Wales Branch and the Electrical Trades Union of Australia, New South Wales Branch.

- 4.3 It is the intention of the parties to continue the process of consultation to finalise, clarify and implement the detail of this Agreement into the workplace.
- 4.4 The parties have agreed to terminate EA 269/95 effective from the date of the registration of this Agreement.
- 4.5 This Agreement shall operate from the date of registration and shall remain in force for eighteen months.
- 4.6 This Agreement was not entered into under duress by any party to it.

5. **OBLIGATIONS UNDER THIS AGREEMENT**

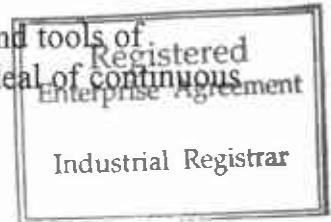
Each of the parties to this Agreement recognises that they have specific obligations to achieve the common goals and objectives.

(A) **THE EMPLOYER**

The employer is obligated to:

- 5.1 Provide opportunities for learning and skill formation and career progression for all employees.
- 5.2 Provide information about the Company and conditions at the workplace which affects the jobs of employees.
- 5.3 Ensure that no employee will be required to undertake tasks for which they have not received adequate and appropriate training.
- 5.4 Provide the appropriate skills development to ensure that all employee can participate in the consultative process.

- 5.5 Provided a safe and healthy working environment including the provision of protective equipment.
- 5.6 Provide the guidance, support, encouragement and tools of quality to promote a workplace embracing the ideal of continuous improvement.



(B) **THE EMPLOYEES**

All employees are obliged to:

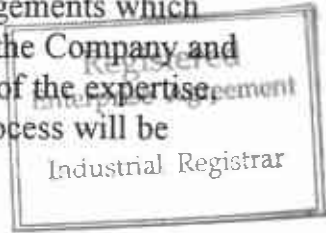
- 5.7 Be prepared to work throughout the factory, across the range of all machines, equipment and processes.
- 5.8 Comply with all company safety rules and regulations including the use of all protective equipment.
- 5.9 To work productively within job requirements and allocated tasks and to participate in the process of continuous improvement in all aspects of the enterprise's operation which includes:
- . direct productivity increases
 - . occupational health and safety
 - . quality of product
 - . reduction of waste, wasted material and wasted time
 - . housekeeping and cleanliness
 - . reduction in the current level of controllable operating costs, ie maintenance, power, etc.

(C) **THE UNIONS**

The Unions will in relation to the terms of this Agreement and in their role on the Consultative Committee conduct themselves as a single bargaining unit. Furthermore with regards to specific site issues, the vote on the issue shall be conducted by union members, union by union and then a delegate from each of the unions shall bring their respective union's decision forward for a majority decision, to decide if an issue is carried or not.

(D) **GENERAL**

The parties are committed to sharing through consultative processes the design of work systems and arrangements which will increase the productivity and efficiency of the Company and provide the opportunities for making better use of the expertise, skills and experience of all employees. This process will be carried out during the life of the agreement.



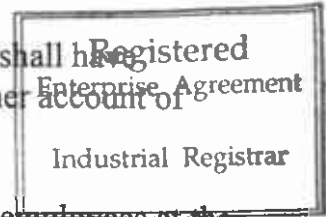
6. **WAGE INCREASES**

- 6.1 A wage increase of 5.5% shall be paid to all employees covered by this agreement and shall apply from the beginning of the first full pay period to commence on or after 1st July, 1996. *
- 6.2 A further wage increase of 3.5% shall be paid to all employees covered by this agreement and shall apply from the beginning of the first full pay period to commence on or after 1st April, 1997; and
- 6.3 The abovementioned percentage based increases shall be based on and applied to the 'all purpose' rates of pay award rate plus overaward payments exclusive of shift penalties, textile bonus, service bonus, experience allowances and tool allowance.
- 6.4 The abovementioned percentage wage increases shall be in substitution for any Award/State Wage Case increase/s which may occur during the life of the Agreement.

* The rates of pay contained in 6.1 hereof take effect on and from the date of registration. Employees covered by this agreement at the date of registration will be paid the rate of pay in accordance with 6.1 hereof on and from the date specified in 6.1 or the date of employment, whichever is the later.

7. PAYMENT OF WAGES

- 7.1 All new weekly, part time and casual employees shall have their wages paid direct into a bank account or other account of their choice by means of electronic transfer.
- 7.2 The Company shall encourage and allow current employees at the employee's option the opportunity to have their wages paid by electronic fund transfer.



8. FLEXIBILITY OF LABOUR

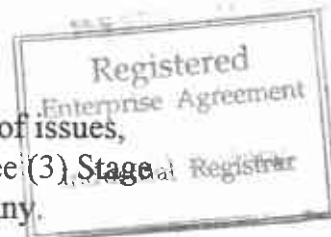
- 8.1 All employees, weekly, part time or casual shall be obliged and be prepared to work throughout the mill (all departments) across the range of all machines, equipment and processes to cover absenteeism/work demands.
- 8.2 The Company shall ensure that no employee will be required to undertake tasks for which they have not received adequate and appropriate training.
- 8.3 Union membership shall be determined by the function or duty the employee performs on a permanent basis and which constitutes the major and substantial part of the employment contract.

9. CASUAL EMPLOYMENT

- 9.1 Notwithstanding the provisions for casual employment contained in awards covering the different classes of employees employed by the Company the parties accept the employment of casuals for fixed periods to provide coverage during peak periods and to meet the manufacturing/maintenance requirements of the Company.
- 9.2 The maximum period of engagement of casual employees shall be the subject of discussion with the area's consultative committee. This period can be extended subject to consultation and agreement of the consultative committee. If the matter cannot be agreed then the relevant award provisions will apply whilst the matter is processed through the disputes procedure.

10. **RESOLVING ISSUES**

To ensure the orderly conduct of and speedy resolution of issues, disagreements, conflicts and disputes, the following three (3) Stage Resolution Procedure will be adopted within the Company.



The object of the procedure is to promote the resolution of issues and disagreements through consultation, co-operation and discussion between members of the shop floor and their respective line management. This procedure is based upon the recognition and development of the relationship between line management and their employees.

The procedure is designed to resolve any disagreement or concern in a fair manner and is based upon the following principles:-

- 10.1 Commitment by the parties to observe this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or concern which may give rise to conflict or dispute.
- 10.2 Throughout all states of this procedure, all relevant facts shall be clearly identified and recorded.
- 10.3 Realistic time limits shall be allowed for the completion of the various stages of the discussions.
- 10.4 Emphasis shall be placed on an in-house settlement of issues brought about through consultation. However, if in-house consultation and negotiation is exhausted without resolution of the conflict or dispute, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute.
- 10.5 In order to achieve the peaceful resolution of issues the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work whilst the procedures of consultation, negotiation, conciliation and arbitration are being followed. Observance of this principle will avoid interruption to the performance of work and the consequential loss of production and wages.



- 10.6 Notwithstanding anything contained in the preceding subclauses of this clause, the parties shall be free to exercise their rights if the dispute is not finalised without unreasonable delay.
- 10.7 This clause shall not apply to any dispute as to a bonafide safety issue.
- 10.8 Furthermore it is accepted by the parties that should such action take place the mill/departments shall be left in a clean/safe state which shall include the completion and clearing of all lines of wool products under process.
- 10.9 During this procedure, the status quo shall remain and work shall proceed normally. 'Status quo' shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

RESOLUTION PROCEDURE

STAGE 1

The employee with a disagreement or dispute may discuss the matter with their foreperson, supervisor or elect to progress to Stage 2 of this resolution procedure.

The line manager will hear the issue in a private discussion with the employee and after consideration (2 working days maximum) provide a comprehensive answer to the employee. The issue and the answer provided by the line manager shall be recorded where necessary.

STAGE 2

In the event of the employee not being satisfied with the answer provided, they will take their concern to the Union Delegate who will arrange a meeting with the Mill Manager and the employee concerned. The same procedure and time limit for response as set out in Stage 1 will apply, all relevant facts shall be clearly recorded.



STAGE 3

If the matter is still unresolved it shall be referred to the General Manager and the Union Delegate will request the involvement of a Union Official.

If no negotiated settlement can be achieved and the process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute. At any meeting convened by the Commission, the parties will use their best endeavours to resolve the matter by conciliation.

11. BONUS SYSTEM

The parties accept that the Bonus Committee is charged with the responsibility of reviewing the current bonus arrangements and the development of a scheme, if appropriate, to replace it.

12. SHIFT CHANGEOVER ARRANGEMENTS

- 12.1 All employees shall be at their respective work stations ready to start work at the commencement of their ordinary hours or start time.
- 12.2 Employees are required to stay in attendance to their machine or normal job function until the completion of their shift and/or until they are relieved by the incoming shift employees to facilitate appropriate handover arrangements.
- 12.3 The maximum period to be observed in the 'handover' phase shall be five (5) minutes. The overlap period shall attract no additional payment or penalty.
- 12.4 Employees that are not relieved at the conclusion of the overlap period shall inform the area supervisor or leading hand who will decide an appropriate course of action on relief.
- 12.5 Grievances or complaints as to the administration of the handover arrangements, should they arise, should be directed through the area supervisor. The area's Consultative Committee shall be required to monitor the abovementioned arrangements.



12.6 The area Consultative Committee may consider and recommend to the Company alternative handover arrangements designed to meet the needs of individual employees or the operations of specific work areas.

**13. CONSULTATIVE COMMITTEE ARRANGEMENTS/
CONSTITUTION**

13.1. Name of the Committee

The Committee shall be known as the Lachlan Industries Pty Ltd Consultative Committee.

13.2. Objectives of the Committee

13.2.1 The common interest that the Committee is striving for is:

with agreed common goals for future survival and job security, we commit ourselves to workplace reform through education, training and consultation leading to job satisfaction, increased productivity, efficiency and quality of the product.

13.2.2 To increase the competitiveness of the Company and its products.

13.2.3 To establish and monitor results of an on-site Agreement which provides flexible work practices, patterns and task arrangements which enhance the efficiency of the Company's operation.

13.3. Function of the Committee

13.3.1 The Committee is established for the purpose of discussing matters raised by employees or management which impact on employees or which contribute to the improved operation and efficiency of the Company.

13.3.2 The committee will seek to reach agreement on matters discussed and make recommendations to senior management who will take into account the view and deliberations of the Committee prior to making its final decisions.



13.4. Membership of the Committee

13.4.1 The Company, the Unions and employees will jointly determine the size of the Committee.

13.4.2 The appointment of management representatives shall be determined by management and the election of union/employee representatives shall be determined by the employees. Union delegates shall be deemed to be employee representatives.

13.4.3 Management appointed representatives shall consist of at least one member of senior management, and shall not exceed the number of union/employee elected members.

13.4.4 The Committee may decide on or agree to the formation of sub committees to develop proposals on specific issues relevant to specific work areas.

13.4.5 The Committee may invite visitors to attend meetings. Such visitors will be encouraged to participate in the meeting, however they will have no voting rights.

13.4.6 Union officials shall have the right to attend Committee meetings and to participate in deliberations of the Committee, however they will have no voting rights.

13.5. Term of Office

13.5.1 Members elected or appointed to the Committee shall hold office for a period of 2 years, and will be required to be re-elected and re-appointed at the end of the term.

13.5.2 If a member of the Committee ceases employment with the Company or resigns from the Committee, a new election of appointment shall be made in accordance with Clause 13.4.2.

13.6. Chairperson

The Chairperson position will be rotated in accordance with the decisions taken by members of the Committee.

The Chairperson shall have full voting rights.



13.7. Secretary

A secretary shall be appointed for purposes of recording minutes, preparation and distribution of agendas and other administrative duties. The Company shall provide the administrative requirements of this position.

13.8. Procedural Matters

13.8.1 Attendance at Meetings and Proxy

Committee members shall be required to attend all meetings and to represent the views and opinions of those persons the members represent.

13.8.2 Apologies

Wherever practicable, apologies for inability to attend a meeting shall be submitted to the secretary prior to the meeting.

13.8.3 Quorum

A quorum will consist of 50% of management and 50% of employee representatives, with a minimum of three (3) management and three (3) employee representatives required to hold a meeting.

13.8.4 Agenda

All members of the Committee shall have the right to submit agenda items. The agenda and notice of meeting will be prepared and distributed to members at least seven days prior to the meeting.

13.8.5 Meetings

The committee shall meet at least once every two months, unless the Committee determines that it shall meet on a more frequent basis.



Meetings of the Committee shall be held at a **place and time** convenient to members. Attendance at Committee meetings shall be treated as and paid as time worked.

Committee meetings held outside of ordinary work hours shall be paid at overtime rates for time of attendance at the meeting. Committee members required to attend a meeting on a rostered day off shall receive payment at overtime rates for time attendance at the meeting.

Adequate time shall be provided to deal with agenda items which will not normally exceed 1 1/2 hours. Meetings shall operate on a consensus basis.

13.8.6 Minutes

The secretary shall minute the proceedings of each meeting of the Committee.

The minutes shall be circulated to each member of the Committee and posted on company notice boards within one week of the meeting.

13.9. Preparation and Feedback

Reasonable time shall be provided to employee representatives for the purpose of preparation and feedback on committee business matters.

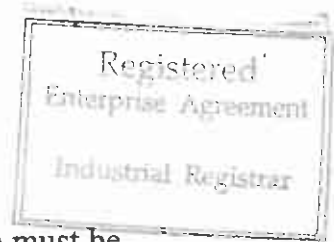
Union/Employee representatives may, at a time convenient to the employer, conduct meetings with employees they represent during working hours.

13.10. Management Response

Senior management shall, where practicable, respond to the Committee's recommendations prior to, or at the next meeting of the Committee.

13.11. Confidentiality

In order to facilitate maximum consultation, when requested by other management or union representatives, matters before the Committee shall be treated as confidential.



13.12. Amendments to the Constitution

Written notice of proposed changes to this constitution must be forwarded to each Committee member and the secretary at least 14 days prior to the meeting at which the proposals are to be discussed.

14. SICK LEAVE SCHEME

- 14.1 Employees who lawfully terminate their employment or whose services are terminated by the Company for reasons other than misconduct or unsatisfactory performance shall be entitled to receive a good attendance bonus equal to a proportion of accumulated (ie untaken) sick leave standing to their credit.
- 14.2 The bonus shall be based on the following percentages and periods of continuous service with the Company.

Years of Service	Entitlement
nil or 0%	Up to three (3) years
50%	Three (3) years and up to five(5)years
75%	Five (5) years and up to ten (10) years
100%	Ten (10) years or more

- 14.3 The maximum bonus to an individual employee of accumulated sick leave shall be forty five (45) days.
- 14.4 Employees deemed to be redundant by the Company shall be entitled to the provision of this clause.

15. REDUNDANCY ARRANGEMENTS

Employees who are deemed by the Company to be redundant that is where it no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour, shall be entitled to the following terms and conditions:

- 15.1 A minimum of six (6) weeks notice of retrenchment shall be provided to affected employees.

15.2 During the notice period specified in (i) above an employee shall be allowed up to one (1) day off without loss of pay during each week of notice for the purpose of seeking other employment. The maximum number of days to be allowed during this period shall be four (4) days. Should more than one (1) day be taken during the course of a week the employee shall be required to provide to the Company proof of attendance of the job interviews for payment for the time taken to be made.

15.3 Should employment be found and commenced by the employee during the notice period the employee shall not be entitled to the payment in lieu of the notice period described in (i) above.

15.4 Employees shall be entitled to an ex gratia payment of four (4) weeks pay on termination for the duration of this Agreement. At the expiration of this period the four (4) weeks quantum shall revert to two (2) weeks. This concession to four (4) weeks by the Company recognises the misunderstanding which exists between the parties as to the Company's response on this issue at the conclusion of negotiations.

15.5 (a) Affected employees shall be entitled to the following severance payments:

Under one (1) year	2 weeks
1 year and up to the completion of 2 years	6 weeks
2 years and up to the completion of 3 years	8 weeks
3 years and up to the completion of 4 years	9 weeks
4 years and up to the completion of 5 years	10 weeks
Thereafter two (2) weeks for each completed year of service	

(b) An employee aged 45 years and over shall be entitled to a 25% age allowance calculated on the employee's entitlement in accordance with (a) above.

15.6 Redundant employees shall be entitled to receive payment for untaken accumulated sick leave on termination in accordance with the prescription detailed in Clause 14 of this agreement.

15.7 Redundant employees shall be entitled to long service leave payments in accordance with the New South Wales Long Service Leave Act, 1955.



- 15.8 Redundant employees shall be entitled to receive annual leave loading of 17.5% on all accrued annual leave including pro rata entitlement.
- 15.9 Redundant employees shall be entitled to all superannuation payments in accordance with the trust deeds and rules applicable to the Company and Industry Superannuation Schemes ie ARF etc.
- 15.10 Ordinary pay shall mean the award rate of pay and overaward payments together with the average bonus calculated over the preceding six (6) months. Shift allowance shall be excluded.
- 15.11 In the event of the death of an employee occurring from the issuing of the notice of termination to its conclusion the redundancy provisions of this clause shall be paid directly into the estate of the deceased.
- 15.12 Where a redundant employee is required to relocate to obtain alternate employment the Company shall be liable to meet the cost of such relocation up to a maximum contribution of \$2,500. The employee shall be required to furnish proof of expenditure.
- 15.13 The following process of selection of employees to be made redundant shall be adhered to by the Company:
- (a) The Company in the first instance shall determine casual engagements.
 - (b) The Company shall then be required to call for volunteers. After assessment by the Company of the numbers and classifications of the employees who volunteer the Company reserves the right to refuse voluntary retirement where the skills/experience of the employee are required to meet the Company's future needs. The onus shall reside with the Company to demonstrate this need.
 - (c) Should there be a further need to retrench employees the primary factor shall be seniority. Where the Company considers a particular employee is incapable of performing the work required the Company shall demonstrate to the satisfaction of the Union that seniority should be departed from.



15.14 All redundant employees will be supplied with a certificate of service with the Company and the nature of work which he or she was employed upon.

16 **FAMILY LEAVE**

USE OF SICK LEAVE

- 16.1 An employee with responsibilities in relation to a class of person set out in 16.3(ii) who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after 1 July, 1996 for absences to provide care and support of such persons when they are ill.
- 16.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 16.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) The employee being responsible for the care and support of the person concerned ; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, 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
 - (c) 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

- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relative of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.

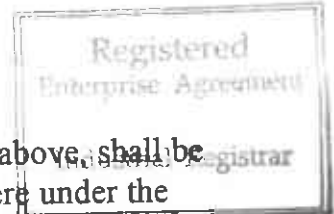
16.4 An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.

UNPAID LEAVE FOR FAMILY PURPOSE

16.5 An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a class of person set out in 16.3 (II) above who is ill.

ANNUAL LEAVE

16.6 To give effect to this clause, but subject to the annual leave provisions of the relevant Award, an employee may elect, with the consent of the Company, to take annual leave not exceeding five days in any calendar year at a time or times agreed by the parties.



16.7 Access to annual leave, as prescribed in paragraph 16.6 above, shall be exclusive of any closedown period provided for elsewhere under the relevant award.

16.8 An employee and the Company 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 OF OVERTIME

16.9 An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.

16.10 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.

16.11 The Company 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 16.9 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 Company, an employee must elect within six months of accrual, whether to take overtime worked under 16.9 above as an overtime payment or as time off work at the ordinary time rate of pay.

MAKE-UP TIME

16.12 An employee may elect, with the consent of the Company, 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 award, at the ordinary rate of pay.

FACILITATIVE PROVISION

16.13 The entitlements contained in this clause shall be read wholly in conjunction with the relevant clauses contained in the relevant Award.

16.4 The provisions of subparagraph 16.6, 16.7, 16.8, Annual Leave, Time Off in Lieu of Payment for Overtime and 16.12, Make-up Time of this Clause are facilitative and are not limited to employee absences for family leave purposes.

GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

16.5 Procedures relating to grievances of individual employees

16.15.1 The employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, request a meeting with the Company for bilateral discussions and state the remedy sought.

16.15.2 A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

16.15.3 Reasonable time limits must be allowed for discussion at each level of authority.

16.15.4 At the conclusion of the discussion, the Company must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.

16.15.5 While a procedure is being followed, normal work must continue.

16.15.6 The employee may be represented by his/her Union.

16.16 Procedures relating to disputes etc between the Company and its employees

16.16.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

16.16.2 Reasonable time limits must be allowed for discussion at each level of authority.

16.16.3 While a procedure is being followed, normal work must continue.

16.16.4 The Company may be represented by an industrial organisation of employers or an Agent and the employee may be represented by his/her Union for the purposes of each procedure.



17. **UNION MEMBERSHIP DUES**

The Company undertakes to deduct union membership dues, as levied by the Unions specified in Clause 4.2 of this Agreement in accordance with the respective Unions' rules from the pay of each employee. Such monies collected will be forwarded to the Unions' office at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.

18. **CALL BACK - MAINTENANCE EMPLOYEES**

Maintenance employees recalled to work overtime after completing his ordinary working hours and after leaving the Company's premises shall be paid for a minimum of four (4) hour's work. However, where this minimum call back overtime penalty payment/time is continuous with the commencement of the employee's ordinary working hours the Company shall not be required or obligated to pay to the employee such ordinary time in addition to the overtime penalty.



Signed for and on behalf of
Lachlan Industries Pty Ltd

17 Kavanagh

X

Dated this 30 day of July 1997

Signed for and on behalf of
Federated Clerks Union of Australia,
New South Wales Branch

[Signature]



Dated this 14 day of July 1997

C F M E U NSW BRANCH

Signed for and on behalf of
the Federated Engine Drivers' and
Firemen's Association of Australasia (NSW)

[Signature]

Dated this day of 1997

Signed for and on behalf of the
Automotive Food Metals Engineering
Printing and Kindred Industries Union,
New South Wales Branch

[Signature]

Dated this 05 day of August 1997

Electrical Trades Union of Australia
New South Wales Branch

[Signature]

Dated this 13th day of August 1997

INDUSTRIAL ORGANISATIONS



Federated Clerks Union of
Australia New South Wales Branch
377-383 Sussex Street
SYDNEY NSW 2000

PH: (02) 9264 6821
FAX: (02) 9261 1817

The Federated Engine Drivers' and
Firemen's Association of Australasia (NSW)
5th Floor, 361 Kent Street
SYDNEY NSW 2000

CFMEU NSW BRANCH

PH: (02) 9394 9494
FAX: (02) 9262 1270

Automotive Food Metals Engineering
Printing and Kindred Industries Union,
New South Wales Branch
133-137 Parramatta Road
GRANVILLE NSW 2142

PH: (02) 9897 2011
FAX: (02) 9897 2219

Electrical Trades Union of Australia
New South Wales Branch
36-38 Hutchinson Street
SURRY HILLS NSW 2010

PH: (02) 9260 3533
FAX: (02) 9360 3982