

**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA98/259

TITLE: CTI Pacific Pty Ltd Manufacturing Enterprise Agreement

I.R.C. NO: 98/4728

DATE APPROVED/COMMENCEMENT: 11 September 1998

TERM: 18 Months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 22

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees who are employed in the manufacturing and production areas of CTI Pacific Pty Ltd

PARTIES: CTI Pacific Pty Ltd -&- The Australian Workers' Union, New South Wales

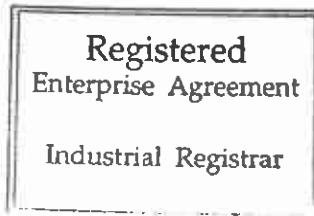
CTI PACIFIC PTY LTD ENTERPRISE AGREEMENT, 1998
INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

PART A



1. ARRANGEMENT

Clause No.	Subject Matter	Page No.
1.	Arrangement	1
2.	Basic Wage	2
3.	Parties	2
4.	Terms of Employment	3
5.	Hours	4
6.	Rosters	5
7.	Wages	5
8.	Classifications	6
9.	Workplace Flexibility	10
10.	Overtime	10
11.	Sunday Work	11
12.	Meal Times and Crib Breaks	11
13.	Holidays	11
14.	Annual Leave	12
15.	Family Leave	12
16.	Payment of Wages	14
17.	Sick Leave	14
18.	Compassionate Leave	15
19.	Long Services Leave	15
20.	Parental Leave	20



21.	Jury Service	16
22.	Grievance Procedure	16
23.	Disciplinary Procedure	16
24.	Technological Change	17
25.	Redundancy	18
26.	Medical Checks	19
27.	Performance Appraisals	19
28.	Working Off-Site	19
29.	Area Incidence and Duration	19

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

2. BASIC WAGE

- (a) This Agreement, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage of \$121.40.
- (b) The said basic Wage may be varied by the Commission under subclause (2) of clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and Other Provisions, of the Industrial Relations Act 1996.
- (c) A reference in this Agreement to the adult basic wage is to be read as a reference to the adult basic wage currently in force under the said clause 15.

3. PARTIES

The parties to this Agreement are:

- (a) CTI Pacific Pty Ltd; and

A handwritten signature in dark ink, appearing to be "P. Am".

(b) The Australian Workers' Union - New South Wales Branch

Registered
Enterprise Agreement

Industrial Registrar

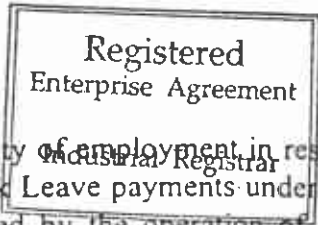
4. TERMS OF EMPLOYMENT

- (a) Employment shall be on a weekly, part-time or casual basis.
- (b) "Weekly employee" shall mean an employee employed by the week and paid by the week.
- (c) "Part-time employee" shall mean an employee engaged by the week but who is required to work a constant number of ordinary hours each week less than the ordinary number of hours prescribed for weekly employees. Part-time employees shall be entitled to the pro rata benefit of all the provisions of this Agreement which apply to weekly employees.
- (d) "Casual employee" shall mean an employee engaged and paid as such. The employment of a casual employee may be terminated by 4 hours' notice.
- (e) "Fixed-term employee" shall mean an employee engaged for a specific task or period.
- (f) The first 3 months of engagement shall be on a probationary basis. During the probationary period, employment may be terminated by either party giving 1 week's notice, or by payment or forfeiture in lieu thereof.
- (g) On termination of employment for reasons other than misconduct, the employer shall give the following period of notice:

Employee's period of continuous employment	Notice or pay in lieu
Under 1 year	At least 1 week
Over 1 but under 3 years	At least 2 weeks
Over 3 but under 5 years	At least 3 weeks
Over 5 years	At least 4 weeks

Plus an additional week's notice if over 45 with more than 2 years continuous service.

- (h) Nothing herein contained shall be construed so as to limit the rights of an employer to dismiss an employee without notice for misconduct, or to deduct from the employee's wage any time absent from duty in any 1 week, unless such absence is authorised by the employer as a paid absence.
- (i) The employer shall have the right to deduct payment for any day the employee cannot be usefully employed because of the work of the factory being stopped by a breakdown of machinery or by fire or as a result of strikes or any other stoppages beyond the control of the company.



- (j) For the purpose of calculating service or continuity of employment in respect of Long Service Leave, Annual Leave and/or Sick Leave payments under this Agreement, any break of employment occasioned by the operation of sub-clause (h) of this clause should be disregarded.
- (k) Upon request by an employee, the employer shall give an employee a signed Statement of Service upon termination. Such statement shall certify the period of commencing and ceasing employment and the class of work upon which the employee was employed.
- (l) The employer may direct an employee to carry out such duties as are within the limits of the employees skill, competence and training.
- (m) "Agreement" shall mean the CTI Pacific Limited Pty Ltd Manufacturing Agreement 1998.

5. HOURS

(a) **Day Workers**

The ordinary hours, exclusive of meal times shall be an average 38 per week.

(b) **Part-time Employees**

The ordinary hours of work of part-time employees exclusive of meal times, shall be less than 38 per week.

(c) **Shift Workers**

(i) The ordinary working hours of employees working on a shift system shall be an average of 38 per week.

(ii) For the purposes of this clause:

“Day Shift” means any shift finishing after 06.00 hours and at or before 18.30 hours.

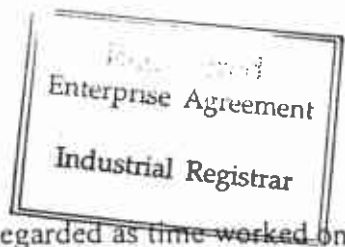
“Afternoon Shift” means any shift finishing after 14.30 hours and at or before 24.00 hours.

“Night Shift” means any shift finishing after to 23.00 hours and at or before 07.30 hours.

(iii) A shift shall be known and shall be regarded as being wholly within the day upon which it commences, even though part of such shift may carry over into the following day.

Where shifts commence between 23.00 hours and 24.00 hours 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 24.00 on the

A handwritten signature in black ink, appearing to be "J.P. Am".



day preceding a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

- (d) An employee who has completed a period of work, including overtime, shall not re-commence duty before at least 10 hours has elapsed.

The provisions of this sub-clause shall apply as if 8 hours were substituted for 10 hours when overtime is worked;

- (i) For the purpose of changing shift roster; or
- (ii) where a shift worker does not report for duty; or
- (iii) where a shift is worked by arrangement between the employees themselves.

The starting and finishing times of all employees, when once fixed, shall not be altered without 7 days' notice to the employees concerned; provided that, by agreement between employer and employee, starting and finishing times may be altered without such notice being given.

- (e) Ordinary hours shall be worked on any day or all of the days of the week Monday to Friday.

6. ROSTERS

- (a) The ordinary hours of shift workers shall average 38 per week inclusive of crib time.
- (b) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (c) The method of working shifts may in any case be varied by agreement between the employer and the majority of employees concerned.

7. WAGES

- (a)
 - (i) The minimum rate of pay of any classification shall, subject to the other provisions of this Agreement, be the rate for Classifications 1 as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
 - (ii) The ordinary - time rate of pay shall mean the minimum rate of pay for the applicable classification, and shall apply where applicable for all purposes of the Agreement.
- (b) Casual employees shall be paid at the part time rate fixed for the class of work they are called upon to do, plus 20% of the hourly rate.
- (c) Part-time employees shall be paid a weekly wage calculated by dividing the appropriate weekly wage prescribed for the class of work performed by 38 and multiplying by the number of hours worked.

A handwritten signature in dark ink, appearing to be "R.P. Allen".

- (d) First aid work - any employee appointed to act as a first aid attendant in addition to normal duties shall be paid an additional allowance per day and/or shift as set out in Item 6 of Table 2. The employee must maintain the relevant qualifications to remain appointed to the first aid role.
- (e) (i) A shift worker who works on an afternoon shift shall be paid for such shift 15% more than his ordinary rate.
- (ii) A shift worker who works on a night shift shall be paid 20% more than his ordinary rate.
- (f) The minimum rates of pay for junior employees shall be the following percentages of the appropriate rate of pay prescribed for the Level 1 classification of this Agreement:

(i) Age	Percentage Per Week
Under 18 years of age	90%
18 years and over	100%



8. CLASSIFICATIONS

The **production areas** referred to in this clause are as follows:

- Stores and raw materials handling
- Demoulding
- Preparation
- Spray gelcoating
- Assembly and laminate
- Casting
- Finishing
- QC inspection and Product Movement
- FRP and other auxiliaries

For the purpose of sub-clause 6 (a), each group shall comprise the following classifications:

Classification 1 - Trainee Operator

Undertaking the employer's induction programme, which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow

workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety and quality assurance.

Employees of this classification perform routine duties essentially of a manual nature and, to the level of their training:

- (a) perform general labouring and cleaning duties;
- (b) exercise minimal judgment;
- (c) work under direct supervision;
- (d) may undertake structured training so as to enable them to work at Classification 2; and
- (e) with the limitations of skill levels, as defined, employees will be expected to be responsible for the quality of their own work.



Classification 2 - Operator

Employees who have undertaken the employer's induction programme and who have satisfactorily completed training so as to enable them to perform work in this classification.

Employees of this classification perform work above and beyond the skills of an employee in Classification 1 and, to the level of their training.

- (a) maintain skill level to a minimum of 2 production areas;
- (b) work under direct supervision either individually or in a team environment;
- (c) have a basic product knowledge;
- (d) understand and utilise basic control procedures;
- (e) understand and undertake basic quality control/assurance procedure, including the ability to recognise basic quality deviations/faults; and
- (f) within the limitations of the skill levels, as defined, employees will be expected to be responsible for the quality of their own work.

Indicative of tasks which an employee of this classification may perform are the following:

- repetition work on a minor machine in a production centre;
- use selected hand and power tools and maintain them;
- maintain simple records;
- use hand trolleys and pallet trucks;

- assist in the provision of on-the-job training in conjunction with other employees, supervisors/trainers; and
- use and operation of pendant cranes, subject to an **Registered** possessing the required licence or permit. Enterprise Agreement



Classification 3 - Senior Operator

Employees who have undertaken the employer's induction programme and who have successfully completed a "Certificate" level of qualification and satisfactorily completed training so as to enable them to perform work in this classification.

Employees of this classification perform work above and beyond the skills of employees of Classification 2 and, to the level of their training:

- (a) maintain skill level in a minimum of 3 production areas;
- (b) work from complex instructions and procedures;
- (c) assist in the provision of on-the-job training to a limited degree;
- (d) co-ordinate work in a team environment or work individually under general supervision; and
- (e) are responsible for assuring the quality of their own work and that of a team under their control; and
- (f) are responsible for ensuring that Occupational Health and Safety and housekeeping rules are complied with by themselves and their team.

Indicative of the tasks which an employee of this classification may perform are the following:

- machine setting, loading and operating;
- inventory and store control, including licensed operation of all appropriate handling equipment;
- use of tools and equipment within the scope;
- computer operation at a higher level than that of an employee at Level 2;
- intermediate keyboard skills;
- perform quality checks on the work of others;
- operates and is licensed and certified for forklift, engine driving and crane driving operations at a higher level than Level 3;
- has a knowledge of the employer's operation as it relates to production processes;

- lubrication of production machinery and equipment; and
- assist in the provision of on-the-job training in conjunction with other employees, supervisors/trainers.

Classification 4 - Advanced Skill Operator

Employees who have undertaken the employer's induction programme and who apply the skills acquired through the successful completion of a "trade certificate level" qualification in the production, distribution or stores functions according to the needs of the enterprise.

Employees of this classification work above and beyond an employee of Classification 3 and, to the level of their training:

- (a) maintain skill level in all production areas required of their role;
- (b) understand and apply quality control techniques;
- (c) exercise good interpersonal communication skills;
- (d) exercise discretion within the scope of this grade;
- (e) exercise keyboard skills at a level higher than Classification 3;
- (f) perform work under general supervision either individually or in a team environment; and
- (g) are able to inspect products and/or materials for conformity with established operational standards.

Indicative of the task which an employee of this classification may perform are as follows:

- approve and pass first-off samples and maintain quality of product;
- work from production drawings, prints or plans;
- operate, set up and adjust all production machinery in a plant;
- can perform a range of engineering maintenance functions, including:
 - removing equipment fastenings, including use of destructive cutting equipment;
 - running adjustments to production equipment; and
 - operate all lifting equipment;

- basic production scheduling and material handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;
- understand and apply computer techniques as they relate to production process operations;
- high level stores and inventory responsibility beyond the requirements of an employee of Classification 3;
- assist in the provision of on-the-job training in conjunction with tradespersons and trainees; and
- has a sound knowledge of the employer's operations as it relates to the production process.

9. WORKPLACE FLEXIBILITY

- (a) For the purpose of increasing productivity and flexibility, as well as providing employees with more satisfying and challenging jobs and enhancing career growth opportunities, multiskilling shall extend to allow an employee to perform any work within the scope of his/her operating skills and competence provided that such duties are not designed to promote de-skilling.
- (b) There shall be no artificial restrictions on employees working within any production area. Management retains responsibility to control training to fit production requirements.
- (c) An employee shall perform any function provided that the employee has the required expertise and competency level to safely discharge the functions and provided such functions are not designed to promote de-skilling.

10. OVERTIME

- (a) All time worked in excess of the hours mentioned in clause 4, Hours, or outside the starting and finishing times prescribed therein, shall be paid for at the rate of time and half for the first 2 hours and at the rate of double time thereafter.
- (b) An employee required to work overtime during the weekend, Saturday and/or Sunday or on holidays, except in the case of breakdowns, shall be given, where possible at least 3 days notice of days that he/she will be required to work.
- (c) All time on duty on a Saturday shall be paid for at time and a half for the first 2 hours and double time thereafter, with a minimum payment of 4 hours at such rates; provided that such minimum payment shall not apply to overtime worked as a continuation upon ordinary hours on a Friday.



11. SUNDAY WORK

All time of duty on a Sunday shall be paid for at the rate of double time, with a minimum payment of 4 hours at such a rate.

12. MEAL TIMES AND CRIB BREAKS

An employee shall not be required to work for more than 5 hours without a break for a meal. Provided that:

- (a) By agreement between an employer and an employee or the majority of employees in the plant, work section or sections concerned, an employee or employees may be required to work in excess of 5 hours but not more than 6 hours at ordinary rates of pay without a meal break.
- (b) The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- (c) The employer may stagger the time of taking meal and rest breaks to meet operational requirements.
- (d) A shift worker shall be allowed a crib time of 20 minutes per shift without deduction of pay.
- (e) An employee working overtime shall be allowed a crib time of 20 minutes without deduction of pay after each 4 hours of overtime worked if the employee continues work after such crib time.
- (f) All meal breaks shall be unpaid except in the case of an employee working on a three (3) shift rotating roster, i.e. day shift, afternoon shift and night shift, in which case meal breaks shall be paid.

13. HOLIDAYS

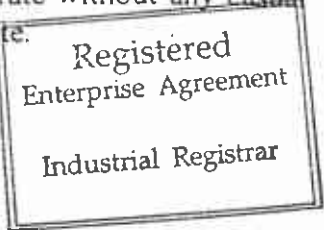
- (a) The days upon which the undermentioned holidays are observed shall be the following:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day and Boxing Day together with all proclaimed or gazetted public holidays throughout the State and together with any special holiday declared in the Sydney Metropolitan Area. In addition to the proclaimed or gazetted public holidays contained in this sub-clause, employees shall be entitled to an additional public holiday to be taken as determined by the employer in consultation with the employees, to meet operational requirements.

- (b) For all employees including casuals, the above holidays will be ordinary working days. For all time worked on holidays employees, other than casuals,

A handwritten signature in the bottom right corner of the page.

shall be paid at two and a half times. The part time rate without any casual loading, with a minimum payment of 4 hours at such rate.



14. ANNUAL LEAVE

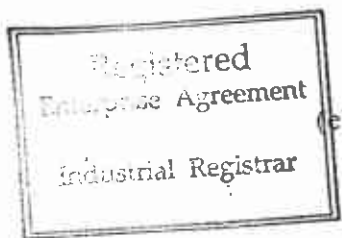
- (a) See *Annual Holidays Act 1944* (NSW).
- (b) Payment for annual leave taken by employees while continuing in employment pursuant to the provisions of sub-clause (a) of this clause shall be at the rate prescribed by the Agreement.
- (c) During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by the Agreement of 17½ per cent. The loading prescribed by this sub-clause shall not apply to proportionate leave on termination.

15. FAMILY LEAVE

(a) Use of Sick Leave

- (i) An employee with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (iii) of this sub-clause who needs their care and support shall be entitled to use, in accordance with this sub-clause, any sick leave entitlement which accrues after 20 March 1996 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 sub-clause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) 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 and 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 stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian),

A handwritten signature in black ink, appearing to be "L. Am" or similar, located in the bottom right corner of the page.



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:

"relative" means a person related by blood, marriage, affinity;

"affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and

"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 shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(b) Unpaid Leave for Family Purpose

(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 subparagraph (2) of paragraph (iii) of sub-clause (a), who is ill.

(c) Annual Leave

(i) To give effect to this clause, but subject to the *Annual Holidays Act* 1944 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 upon by the parties.

(ii) Access to annual leave, as prescribed in paragraph (a) of this sub-clause shall be exclusive of any shutdown period provided for elsewhere under the 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 5 consecutive annual leave days are taken.

A handwritten signature in the bottom right corner of the page.

Registered
Enterprise Agreement
Industrial Registrar

(d) **Time Off in Lieu of Payment for Overtime**

- (i) An employee may elect, with the consent of the employer, to take time in lieu of payment for overtime at a time or times agreed upon with 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 Agreement for any overtime worked under paragraph (i) of this sub-clause where such time has not been taken within 4 weeks of accrual. Notwithstanding anything contained elsewhere in this sub-clause, on notice from the employer an employee must elect, within 6 months of accrual, whether to take overtime worked under the said paragraph (i) as an overtime payment or as time off worked at the ordinary-time rate of pay.

(e) **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.

(f) **Grievance Process**

- (i) In the event of any dispute arising in connection with any part of this clause, such dispute shall be processed in accordance with clause 19, Grievance Procedure.

16. PAYMENT OF WAGES

- (a) Wages shall be paid weekly by direct transfer into the employee's bank (or other recognised financial institution) account, details of which are to be provided to the company by the employee.
- (b) Upon termination of employment wages due to an employee shall be paid on the day of such termination or forwarded by post or paid by Electronic Funds Transfer on the next working day.

17. SICK LEAVE

- (a) Any employee with not less than 3 months' service who does not attend for duty by reason of personal ill-health shall be paid at the rate of pay herein provided for the actual time of non-attendance; provided that he/she produces or forwards within 24 hours of the commencement of such absence from employment evidence satisfactory to the employer that his/her non-attendance was due to personal ill-health.

- (b) The employee shall as soon as reasonably practicable and before the ordinary hours of the first day or shift of such absence, inform the employer of the inability to attend for duty, and as far as practicable, state the nature of the illness or injury and the estimated duration of such absence.
- (c) An employee shall not be entitled during his/her first year of any period of service with the employer to leave in excess of five days of working time, or in cases where he normally works more than 8 ordinary hours in any day, he shall not be entitled to leave in excess of 38 hours of ordinary working time.
- (d) He/she shall not be entitled during the second and subsequent years with the employer to leave in excess of 8 days of working time or in cases where he normally works more than 8 ordinary hours in any day, he shall not be entitled to leave in excess of 64 hours of ordinary working time.
- (e) Any untaken sick leave shall accumulate for a maximum of 3 years.

18. COMPASSIONATE LEAVE

- (a) An employee shall, on the death within Australia of a wife, husband, father, mother, brother, sister, child or stepchild, parents-in-law, grandchildren and grandparents of the employee, be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction from pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work.
- (b) The right to such paid leave shall be dependent on compliance with the following conditions:
 - (i) Proof of such death shall be furnished by the employee to the satisfaction of the employer;
 - (ii) The employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of entitlement to leave under this Agreement or in respect of his/her rostered day off duty or otherwise.
- (c) For the purpose of this clause, the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto wife or husband.
- (d) Where an employee on weekly hiring produces satisfactory evidence of the death outside Australia of the employee's husband, wife, father, mother or child, the employee shall be entitled to one day's leave without loss of pay on each occasion. Provided further that where an employee travels overseas to attend a funeral in such a situation he/she shall be entitled to 2 days' leave.

19. LONG SERVICE LEAVE

See *Long Service Leave Act 1955* (NSW).



20. PARENTAL LEAVE

See *Industrial Relations Act 1996* (NSW).

21. JURY SERVICE

- (a) An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- (b) An employee shall notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give his/her employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

22. GRIEVANCE PROCEDURE

It is the intention of the parties to this Agreement to eliminate disputes which involve stoppages, bans or limitations, and it is agreed that the parties to this Agreement shall consult in good faith with a view to resolving the matter by direct negotiation and consultation.

The parties further agree that, subject to the provisions of the *Industrial Relations Act 1996*, all grievances, claims or disputes shall be dealt with in the following manner to ensure the orderly settlement of the matters in question:

- (a) Any grievance or dispute which arise shall, where possible, be settled by discussion on the job between the employee(s) and the immediate supervisor.
- (b) If the matter is not resolved at this level, the matter will be further discussed between the affected employee(s) and the supervisor or manager of the relative section or department.
- (c) If no agreement is reached, the employee will discuss the matter with the company's human resources manager or other nominated officers.
- (d) Whilst the foregoing procedure is being followed, work shall continue normally. No party shall be prejudiced as to the final settlement by continuance of work in accordance with this sub-clause.
- (e) Should the matter still not be resolved, it may be referred by the parties to the Industrial Relations Commission of New South Wales for settlement.

23. DISCIPLINARY PROCEDURE

- (a) Where an employer considers that disciplinary action is necessary, the management representative shall notify the employee of the reason(s) and

A handwritten signature in dark ink, appearing to be "L. Am".

inform the employee that she/he is being warned in accordance with step (i) of this set of disciplinary procedures.

- (b) The first warning shall be verbal and an entry recorded in the employee's personnel file that such a warning has been given.
- (c) The employee shall be given the opportunity to sign the entry and be given a copy of the entry. If the employee declines to sign the entry the record will be endorsed to that effect by management.
- (d) If the problem continues the matter will be discussed with the employee and a second warning in writing will be given to her/him and recorded on her/his personnel file.
- (e) The employee shall be given the opportunity to sign the entry and be given a copy of the entry. If the employee declines to sign the entry the record will be endorsed to that effect by management.
- (f) If the problem continues management will again discuss it with the employee. If a final warning is to be given then it shall be issued in writing and a copy placed on the employee's personnel file.
- (g) The employee shall be given the opportunity to sign the entry and be given a copy of the entry. If the employee declines to sign the entry the record will be endorsed to that effect by management.
- (h) In the event of the matter recurring, then the employment may be terminated without any further warning. No dismissals are to take place without the authority of the employer.
- (i) If after any warning, a period of twelve months elapses without any further warning or action, all reports relating to the warning must be removed from the employee's personal file.
- (j) Nothing in these Disciplinary Procedures shall be taken to apply where an employer considers instant dismissal to be justified within the terms of Clause 4 of the Agreement.
- (k) In Parts (i), (ii) and (iii) of this procedure a "warning" shall include a clear statement of the employer's specific concerns, the employer's expectations regarding resolutions of these matters and the times in which these are to be achieved.

24. TECHNOLOGICAL CHANGE

- (a) It is recognised and accepted that the implementation of change is fundamental to the company remaining competitive. In this regard, employees will not unreasonably oppose changes aimed at reducing costs or improving efficiency, productivity, profitability, competitiveness, safety, employee job challenge and satisfaction.



Registered
Enterprise Agreement
(e)
Industrial Registrar

- (b) Where the employer has made a definite decision to introduce major changes that are likely to have significant effects on employees, then the employer shall discuss as soon as practicable with the employees affected the introduction of such changes.
- (c) The employer is committed to training of employees ~~to safely and responsibly~~ implement such change.

Registered
Enterprise Agreement

Industrial Registrar

25. REDUNDANCY

This clause does not apply to casual employees or to employees with less than one year's continuous service. It does not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or where employment is terminated due to the ordinary and customary turnover of labour.

If it is necessary to make an Employee redundant the Employer will:

- (a) Give the employee the period of notice provided in Clause 4(g) of this Agreement.
- (b) Pay the employee severance pay in accordance with the following table:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>NUMBER OF WEEKS SEVERANCE PAY</u>
	<u>Under 45 years of age entitlement</u>
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
	<u>45 years of age and over entitlement</u>
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

Registered
Enterprise Agreement
Industrial Registrar

26. MEDICAL CHECKS

The employer will allow employees to attend a Doctor or Health Centre annually for the purpose of medical examination particularly for lung and blood tests. Time off to attend such medical examination shall not be deducted from employee's wages and shall be arranged in consultation with the employer. The employer shall nominate the Doctor or Health Centre to conduct the examinations and shall supervise the process.

27. PERFORMANCE APPRAISALS

The parties agree to develop a performance appraisal process involving the following principles:

- (a) At least once per annum, each employee shall be formally appraised by his/her area shift supervisor. The object of this process is to set performance objectives, discuss training requirements and personal development issues. The process shall also involve discussing individuals' strengths and weaknesses, with the objective of helping employees improve their performance.
- (b) Nothing in this clause prevents appraisal taking place more frequently than on an annual basis when circumstances warrant this occurring. This process shall not be used for disciplinary purposes.

28. WORKING OFF-SITE

If an employee is sent by the employer to work away from the site at St Marys CTI worksite, he/she will be paid as follows:

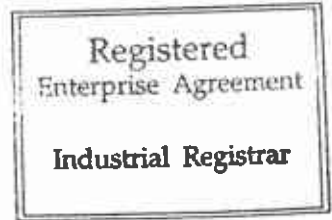
- (a) An additional 20% of that employee's base rate for every hour worked off-site. Every hour spent travelling to and from that site which is additional to the employee's travel time to and from St Marys CTI worksite will be paid at normal time.
- (b) All expenses incurred by the employee for meals, accommodation and travel to the site will be reimbursed by the employer on production of receipts of such expenses.

29. AREA INCIDENCE AND DURATION

The Agreement is in full settlement of all rights between the parties and all pre-existing disputes are subsumed within it.

This Agreement regulates, in whole and exclusively, the conditions of employment of all persons employed in the classification set out in Table 1 - Rates of Pay of Part B, Monetary Rates, who are employed in the manufacturing and production areas of CTI Pacific Pty Ltd.

It shall take effect from the beginning of the 1st pay period to commence on or after the date this Agreement is approved by the Commission and shall remain in force until eighteen (18) months have expired from that date.



A handwritten signature in black ink, appearing to be "J.P. Am".

PART B -
MONETARY RATES

Registered
Enterprise Agreement
Industrial Registrar

Table 1 - Rates of Pay

Classification		\$ per hour
1	Trainee Operator	11.50
2	Operator	13.00
3	Senior Operator	14.00
4	Advanced Skill Operator	15.00

Table 2 - Allowances

Clause No.	Brief Description	Amount per shift/day
6(d)	First Aid Allowance	\$2.90



SIGNED for and on behalf of
CTI PACIFIC PTY LTD
ACN 073 288 810
in the presence of:

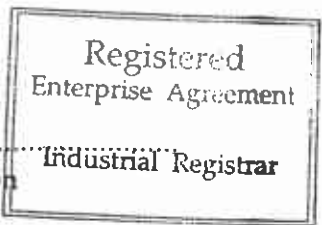
[Handwritten Signature]

Signature of Witness

RUSSELL PINLEY

Name of Witness (Print Name)

) *A.K. Mitchell*
)
) Signature of Authorised Person
)



ALLAN. K. MITCHELL

Name of Authorised Person

SIGNED for and on behalf of
THE AUSTRALIAN WORKERS'
UNION NEW SOUTH WALES
BRANCH in the presence of:

[Handwritten Signature]

Signature of Witness

Vern Falconer

Name of Witness (Print Name)

) *R. K. Collison*
)
) Signature of Authorised Person
)

Russ Collison

Name of Authorised Person

DATED: 1.9.98

[Handwritten mark]