

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/89**

**TITLE: Canobolas Wool Topmaking Pty Ltd (NSW) Agreement 1999**

**I.R.C. NO: 2000/6110**

**DATE APPROVED/COMMENCEMENT: 2 February 2001/15 December 2000**

**TERM: ..... 7 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 27 April 2001**

**DATE TERMINATED:**

**NUMBER OF PAGES: 20**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to all engine drivers, mechanical and electrical employees engaged by the Company, operating at Clergate Road, Orange, NSW**

**PARTIES: Canobolas Wool Topmaking Pty Ltd -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch**



**CANOBOLAS WOOL TOPMAKING PTY LTD  
(NSW) AGREEMENT 1999**

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1. **TITLE**

This Agreement shall be known as the "Canobolas Wool Topmaking Pty Ltd (NSW) Agreement, 1999".

2. **INTENTION**

This agreement recognises the co-operative efforts by the parties to meet the following agreed objectives:

- 2.1 Measures to enhance the job security of employees and measures which may lead to employment growth in the enterprise.
- 2.2 Measures to increase investment in the enterprise which will lead to an increase in productive performance, job security and employment growth.
- 2.3 Measures to ensure that the benefits of improved productive performance are shared equitably among all the employees in the enterprise.
- 2.4 Introduction of career path opportunities for employees.

The Agreement covers a range of issues including shift relief/handover procedures, flexibility of labour arrangements, casual labour arrangements, sick leave and redundancy provisions.

It is the intention of the parties to negotiate a collective enterprise agreement to replace this agreement when it expires.

3. **SCOPE, PARTIES BOUND AND DURATION**

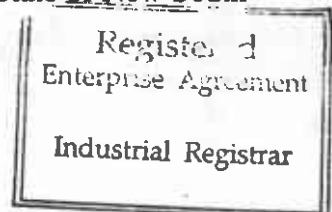
- 3.1 This Agreement shall apply to all current and future engine drivers and mechanical and electrical maintenance employees engaged by Canobolas Wool Topmaking Pty Ltd operating at Clergate Road, Orange in the State of New South Wales.

- 3.2 This Agreement shall operate in conjunction with:

- (a) the Engine Drivers and General (State) Award;
- (b) the Metal and Engineering Industry (New South Wales) Interim Award;  
and
- (c) the Electrician's and C. (State) Award

as these awards applied only at the commencement of this agreement.

Where the appropriate award is inconsistent with the provisions of the Agreement, the Agreement shall apply to the extent of any inconsistencies.



3.3 This Agreement shall operate from the beginning of the first pay period commencing on or after ~~8th August 1999~~, and shall remain in force until 1 July 2001.  
15th DECEMBER 2000

3.4 The parties bound by this Agreement are:

- (a) Canobolas Wool Topmaking Pty Limited and its employees engaged in work which is covered by the classifications in this Agreement;
- (b) the Electrical Trades Union of Australia, NSW Branch (ETU); and
- (c) the Australian Manufacturing Automotive, Foods, Metals, Engineering, Printing & Kindred Industries Union, New South Wales (AMWU).

#### 4. NO EXTRA CLAIMS

No extra claims including wage increases (provided that allowances shall be adjusted in accordance with variations to the appropriate State Award) shall be granted or claimed other than those contained or provided for herein for the duration of this Agreement. Notwithstanding this provision no employee shall receive a minimum weekly rate of pay which is less than the corresponding entitlement available under the appropriate State Award.

#### 5. CLASSIFICATION STRUCTURE

The following classification structure shall apply where appropriate provided that no employee shall have their ordinary rate of pay including overaward payments reduced or be paid less than an appropriate award rate of pay at any time during the operation of this agreement:

##### CANOBOLAS WOOL SKILL LEVEL 1 - TRAINEE

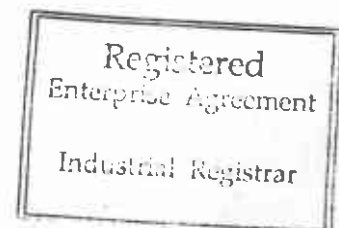
A skill level 1 is an employee who is graded as a new employee (Trainee) or an employee whose duties are essentially of an unskilled manual nature.

##### **Trainee**

An employee who is engaged as a trainee is employed in this capacity up to a maximum of 3 months. At the completion of three months training and subject to passing a Skills Level 3 grading test, they are to be regarded to the appropriate skill level utilised.

As a trainee, an employee in addition to specific training may be required to undertake up to 38 hours induction training 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.
- \* Equal employment opportunity, and
- \* Quality control / assurance.

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An employee at this level performs duties essentially of a manual nature and to the level of his/her training:

- (1) Performs general labouring and cleaning duties;
- (2) Exercises minimal judgement;
- (3) Works under direct supervision; or
- (4) is undertaking structured training so as to enable them to work at Skill Level 2.

*Plus enterprise based skills as agreed in discussion at the consultative committee process.*

## CANOBOLAS WOOL SKILL LEVEL 2

### **CORE SKILLS**

- 1 Works to defined procedures and/or under direct supervision.
- 2 Detects errors and corrects by defined procedures.
- 3 Understands the impact of quality standards on the end product.
- 4 Applies Occupational Health and Safety principals to protect self and fellow workers.
- 5 Identifies different raw materials to provide specifications and the purpose to which they are used in the work area(s).
- 6 a. Consistent with all other skills of Skill Level 2 performs a range of manual tasks.

**OR**

- b. Inspects, examines and grades raw materials etc. for faults and / or mends by hand.

**OR**

- c. Carries out simple tests.

**OR**

- d. Transfers, removes or supplies raw materials etc. to other people or from one section to another.

- 7 Communication skills consistent with the effective performance of Skill Level 2.
- 8 Records basic records on production and quality indicators as required and which may include basic entry keyboard operation to specified procedures/programs.
- 9 Works in a team environment.
- 10 As required delivers on-the-job instruction.

*Plus enterprise based skills as agreed in discussion at the consultative committee process.*

### CANOBOLAS WOOL SKILL LEVEL 3

#### **CORE SKILLS**

- 1 Works to established standards under supervision but may exercise discretion within defined procedures.
- 2 Detects errors and independently takes appropriate action.
- 3 Makes improvements to and decisions which improve quality standards/specifications.
- 4 Applies Occupational Health and Safety principals to protect self and fellow workers.
- 5 Identifies and assesses raw materials by inspection to ensure compliance with provided specifications and the purpose to which they are used in the work area.
- 6 Efficient operation of a machine or various types of machines requiring varying levels of skill. Demonstrates more than basic skills in setting up, running, monitoring and adjusting with a knowledge of a total process area consistent with Skill level 3 skills.

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- 7 Explains documents, information and procedures and/or explains information in respect to weights and measures to other workers.
- 8 Records detailed information on production and quality indicators as required and which may include varied keyboard operations.
- 9 Assists in the co-ordination of a team/group/cell.
- 10 As required delivers on the job instruction.

*Plus enterprise based skills as agreed in discussion at the consultative committee process.*

### CANOBOLAS WOOL SKILL LEVEL 4

#### **CORE SKILLS**

- 1 Under minimal supervision exercises initiative and judgement with discretion.
- 2 Detects errors, investigates causes and recommends preventative action.
- 3 Monitors the quality and performance of the processes in the application of quality control standards and recommends improvements to those processes.
- 4 Regularly checks the Occupational Health and Safety standards in the work area and recommends improvements and correction.
- 5 Uses a basic knowledge of raw materials to improve production processes.
- 6 Is able to operate all machinery in work area. Demonstrates advanced /specialist skills in setting up, running, monitoring and making adjustments consistent with Skill level IV skills. Performs basic maintenance as required.
- 7 Responsible for the communication to employees of information affecting work area and as required communicates with management.
- 8 Records detailed information on maintenance and quality indicators and recommends improvements.
- 9 Takes a leading role in a team environment which may involve problem solving and planning in small groups.
- 10 Ensures the maintenance of plant to be in satisfactory working order in accordance with schedules established by management.

*Plus enterprise based skills as agreed in discussion at the consultative*





*committee process.*

### **CANOBOLAS WOOL SKILL LEVEL 5 (TRADESPERSON)**

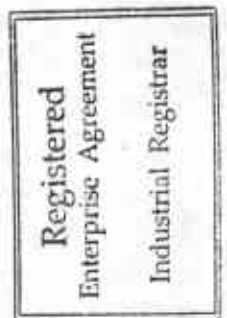
#### **CORE SKILLS**

- 1 Uses all of the skills listed in Skill Level 4 and is engaged in the maintenance, mechanical adjustment, assembling, dismantling replacement of parts, and is able to make and install attachments, and to use all tools commonly used in the industry, and setting of different types of machines for their correct and efficient operation, and all things identical thereof.
- 2 Uses mechanical trades skills to diagnose, repair, set and maintain types of machines.
- 3 Plans, schedules and carries out preventative maintenance as required.
- 4 Performs non - trades tasks incidental to their work as required.
- 5 Uses knowledge of fibres and the associated ancillary processes.
- 6 Operates in a substantially independent way.
- 7 Provides on-the-job and other instructions required for trade training.
- 8 Competent to operate all machine types which he/she applies his/her trade skills.
- 9 Supervisory duties.

*Plus Enterprise based skills as agreed in discussion at the Consultative Committee process.*

### **CANOBOLAS WOOL SKILL LEVEL 6**

- 1 Supervises employees, co-ordinates and schedules approved work in a team environment and works independently.
- 2 Applies the specialist skills acquired in their training programs as well as all of the skills listed in Skill Level 5.
- 3 Understands and implements quality control techniques.
- 4 Is trained in and monitors the application of Occupational Health and Safety standards in work areas and makes recommendations for prevention and correction.
- 5 Possesses a detailed knowledge of fibres, sliver structure, Chemicals and



ancillary processes connected with the different types of processes to which they apply their skills.

- 6 Plans and provides technical guidance and assistance as part of a work team.
- 7 Responsible for the explanation of all information to employees affecting work area or change of shift, and when required communicates with management.
- 8 Understands and applies computer techniques as they relate to production process operation.
- 9 Is responsible for a number of employees or in charge of a shift. Coordinates and schedules work for trades persons.
- 10 Is trained and assists in the provision of training including the training of Supervisors / Trainers.
- 11 Ensures maintenance of plant in a satisfactory working order in accordance with schedules established by management.

*Plus Enterprise based skills as agreed in discussion at the Consultative Committee process.*

## 6. WAGE INCREASES

The working arrangements at the company, for some years, has been a 38 hour week with two "banked" hours retained at the end of each week as a result of working a 40 hour roster. This results in a Rostered day off ("RDO") at the end of each four week period with the ability to accumulate the RDO's. Relief of employees often required casual employees to be employed to cover the absence of production and key employees on an RDO.

Following a survey of all employees undertaken by the company in July 1999, with the agreement of the union, a range of different preferred working arrangements which, in most cases forgo the RDO but retains a 38 hour week. The reduced number of employees retaining the RDO has enabled the company to reduce costs and provide a wage increase.

There are two levels of wage increase in this agreement payable from the first pay period on or after 8th August 1999. (the "operative date").

- (i) For employees who change from the concept of taking an RDO, a pay increase of 4.5% at the operative date with a further increase of 2.5% one year after the operative date.
- (ii) For employees who retain the RDO, a 3.5% wage increase from the



operative date with a further increase one year after the operative date which will equalise this group of employees to the wage levels of the employees in (i) above and be approximately an increase of 3.42%

- (iii) The above mentioned increases shall be based on and applied to the ordinary award rate plus overaward payment ( overaward payment is a non award payment for ordinary hours above the ordinary award rate which is recorded in written form in time and wage records) exclusive of shift penalties.
- (iv) An understanding that if production requirements deem a six or seven day operation is required for an extended period, weekly hire employees may elect to work Saturday and/or Sunday as part of their normal 38 hour week with the appropriate penalty rates during that period.

## **7. FLEXIBILITY OF LABOUR**

- 7.1 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. Flexibility of labour shall apply where appropriate skills exist (following training) and subject to Occupational Health and Safety requirements. No employee shall lose wages.
- 7.2 The company shall ensure that no employee will be required to undertake tasks for which they have not received adequate and appropriate training.
- 7.3 Within the workplace any employee may apply for any position subject to meeting the skill and competency levels of the vacant position without regard to previous considerations of traditional union coverage of the vacant positions.

## **8. CASUAL EMPLOYMENT**

- 8.1 Not withstanding the provisions for casual employment contained in the appropriate parent award, covering the different classes of employees employed by the Company, the parties accept the employment of casuals to provide coverage for absenteeism of weekly hire employees.
- 8.2 In the case of absenteeism of an employee on weekly hire, the preferred replacement is a trained casual.
- 8.3 Casuals will be paid at the appropriate total rate plus 20% to compensate for non access to Annual Leave, Public Holidays and Sick Leave at the assigned position occupied subject to meeting any skill or competence criteria beyond CWI rate.

## **9. SHIFT CHANGEOVER ARRANGEMENTS**

- 9.1 All employees shall be at their respective work stations ready to start work at the commencement of their ordinary hours or start time.

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- 9.2 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.
- 9.3 The maximum period to be observed in the 'handover' phase shall be five (5) minutes.
- 9.4 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.
- 9.5 Grievances or complaints as to the administration of the handover arrangements should they arise, should be directed through the area Skill Level 6. The area's Consultative Committee shall be required to monitor the abovementioned arrangements.

**10. SICK LEAVE**

**A. NOTIFICATION**

- A.1 Employees in the first three years of employment are required to provide a Doctor's Certificate for all sick leave in excess of three single unsubstantiated sick leave days taken in any one calendar year.

Thereafter a medical certificate or a statutory declaration will be accepted proof of disability for any single sick leave days in excess of three unsubstantiated days.

- A.2 All sick leave must be authorised by the appropriate supervisor at the time.
- A.3 All sick leave must be authorised by the appropriate supervisor in writing on the cards.
- A.4 All employees are required to notify their supervisor ASAP after absence commences or prior to the commencement of shift.

**B SCHEME**

- B.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 payment on a proportionate basis of accumulated (untaken) sick leave standing to their credit.
- B.2 The payment shall be based on the following percentages and periods of continuous service with the company.

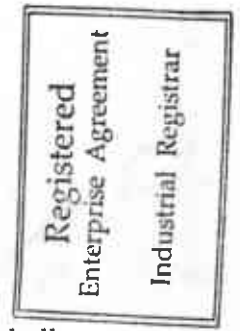
**Entitlement**

nil or 0%

**Years of service**

up to three (3) years.

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50%	three (3) years and up to five (5) years
75%	five (5) years and up to ten (10) years
100%	Ten years or more

- B.3 The maximum payment to an individual employee of accumulated sick leave shall be forty five (45) days.
- B.4 Employees deemed to be redundant by the Company shall be entitled to the provisions of this sub-clause.

**C ANNUAL INCENTIVE**

- C.1 All employees will receive sick leave credits: - 1st year 38 hours, thereafter 60.8 hours.
- C.2 For an employee with more than 5 years service, a sick leave credit in excess of 11 days can be paid out at 75% of appropriate CWT level on the first day in December on application by the employee to the Company provided the application has been made by the closing date in November which will be advised by the Company in early November of each year.

No more than 10 days to be paid to any individual employee.

- C.3 Employees deemed to be redundant by the Company shall be entitled to the provision of this clause.

**11. PROBATIONARY EMPLOYMENT**

- 11.1 New employees shall be employed on trial or probational for a period of three months.
- 11.2 Skill Level 1 - Trainees shall be tested or assessed prior to the end of the three month trial or probational period for classification at Skill level 2 or 3.

**12. 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.

- 12.1 A minimum of six (6) weeks notice of retrenchment shall be provided to affected employees.
- 12.2 During the notice period specified in 12.1 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.

12.3 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 12.1 above.

12.4 Employees shall be entitled to an ex gratia payment of 2 weeks pay on termination.

12.5 **12.5.1 Severance Payments:**

Affected employees shall be entitled to the greater of the following severance schedules:

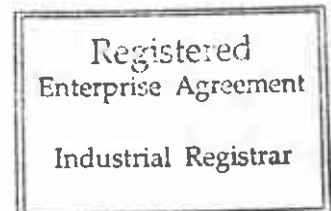
**SCHEDULE "A" ("Canobolas" agreement)**

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, an additional two weeks per completed year of service.

**SCHEDULE "B" (NSW Redundancy Standard)**

Years of service	Entitlement
0 - 1	Nil
1 - 2	4 weeks
2 - 3	7 weeks
3 - 4	10 weeks
4 - 5	12 weeks
5 - 6	14 weeks



- 12.5.2 An employee aged 45 years and over shall be entitled to a 25% wage allowance calculated on the employee's entitlement in accordance with 12.5.1 above.
- 12.5.3 The Company's maximum liability under subclauses 12.4, 12.5.1 and 12.5.2 to any individual employee shall be 60 weeks.
- 12.6 Redundant employees shall be entitled to receive payment for untaken accumulated sick leave on termination in accordance with the prescription detailed in Clause 10. Sick Leave Scheme of this Agreement.
- 12.7 Redundant employees shall be entitled to long service leave payments in accordance with the New South Wales Long Service Leave Act 1955.
- 12.8 Redundant employees shall be entitled to receive annual leave loading 17.5% on all accrued annual leave including pro rata entitlement.
- 12.9 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 i.e. ARF etc.
- 12.10 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.
- 12.11 In the event of the death of an employee occurring between issuing of notice of termination and the conclusion of the notice period, the redundancy provisions of this clause shall be paid directly into the estate of the deceased.
- 12.12 The following process of selection of employees to be made redundant shall be adhered to by the Company.
- 12.12.1 The Company in the first instance shall determine casual engagements.
- 12.12.2 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.
- 12.12.3 Should there be a further need to retrench employees the primary factor shall be *merit*. -----
- 12.13 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.

**13 OVERTIME**

The following provisions shall apply:

To non shift workers:

An employee (other than a casual employee) who works so much overtime between the termination of work on one day and the commencement of ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**14 SUPERANNUATION**

For the purpose of superannuation contributions, an approved fund shall include the AMP - Canobolas Wool Topmaking Staff Superannuation Plan, a fund approved by the Superannuation Guarantee Administration Act / Superannuation Industry (Supervision) Act 1993.

**15 UNION REPRESENTATION**

**15.1 Right of Entry**

Any authorised representative of the:

- (a) Electrical Trades Union of Australia, NSW Branch; and
- (b) Australian Manufacturing Automotive, Foods, Metals, Engineering, Printing and Kindred Industries Union, New South Wales.

shall have right to enter the Company premises in accordance with award provisions which apply pursuant to Clause 3.2 of this agreement.

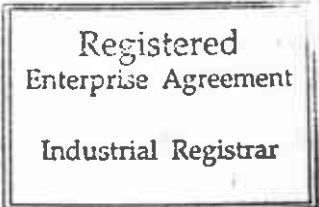
**15.2 Trade Union Training**

Trade Union Training shall apply in accordance with Clause 3.2 of this agreement except that training shall include training approved by the Company and the relative Union.

**15.3 Payroll Deductions of Union Dues**

Payroll Deductions of Union Dues shall continue in accordance with past and current practice.

**16 GRIEVANCE PROCEDURE**





- 16.1 Where an employee or the Shop Steward has submitted a request or complaint concerning any matter directly connected with employment or job conditions to a Skill Level 6 or a more senior representative of management and has not received satisfaction the employee may refer the matter to a Shop Steward or if the matter has been raised by a Shop Steward he may refer the matter to the appropriate Executive of the employer concerned.
- 16.2 The matter shall be discussed between the Shop Steward and the appropriate Executive.
- 16.3 If the matter is not settled between the Shop Steward and the appropriate Executive of the employer the matter shall then be referred by the Shop Steward to the Secretary of the Union and a meeting shall be arranged between the employer and if the employer so desires his association and the Union and a conference shall take place as soon as practicable.
- 16.4 If the matter is not settled in accordance with sub-clause 16.3 of this clause the matter shall be notified to the Industrial Registrar in accordance with the Industrial Relations Act, 1996.
- 16.5 Where the above procedures are followed, work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.
- 16.6 Notwithstanding anything contained in the preceding sub-clauses of this clause, the parties shall be free to exercise their rights if the dispute is not finalised without unreasonable delay.
- 16.7 This clause shall not apply to any dispute which is accepted by the parties as being a *bone fide* safety issue.

17. **CARER'S LEAVE**

17.1 **Use of Sick Leave**

17.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person *set out in 17.1.3 (ii)* who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 11 of this agreement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

17.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take Carer's leave under this sub-clause where another person has taken leave to care for the same

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person.

17.1.3 The entitlement to use sick leave in accordance with this sub-clause is subject to:

- (i) The employee being responsible for the care of the person concerned: and
- (ii) the person concerned being:
  - (a) a spouse, of the employee: or
  - (b) a defacto 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 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 relatives of the other; and
    - 3. 'household' means a family group living in the same domestic dwelling.

17.1.4 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 that person's 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.



## **17.2 Unpaid Leave for Family Purposes**

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 17.1.3 (ii) above who is ill.

## **17.3 Annual Leave**

17.3.1 An employee may elect, with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

17.3.2 Access to annual leave, as prescribed in paragraph 17.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

17.3.3 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.

## **17.4 Time off in lieu of payment for overtime**

17.4.1 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 within twelve (12) months of the said election.

17.4.2 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.

17.4.3 If, having elected to take time as leave in accordance with paragraph 17.4.1 above, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

17.4.4 Where no election is made in accordance with paragraph 17.4.1, the employee shall be paid overtime rates in accordance with the award.

## **17.5 MAKE-UP TIME**

17.5.1 An employee may elect, with the consent of the employer, to work 'make-up time', under which the employee takes time off during 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.

17.5.2 An employee on shift work may elect, with the consent of the employer, to work 'make-up time' (under which the employee takes time off during ordinary hours and works those hours at a later time), at the shift work rate

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which would have been applicable to the hours taken off.

**18. CAREER PATH / TRAINING / JOB VACANCIES**

Inter Department training is an ongoing thing. An employee seeking training in a different department, must ask their leading hand, who will then consult with management. The training will take place when work demands and staffing allow. Preference of employment will be given to the most qualified applicant. with the appropriate skills level and trained for that area.

**19. SHIFTS / TRANSFER / SWAPPING**

19.1 A normal time shift, ie Day, Afternoon or Night, may, at the request of ALL employees on that shift and with the approval of the company, be transferred to a Saturday, Sunday or Public Holiday at normal time pay rates, for the purpose of flexibility for employees. For example, a shift may be worked on a Sunday at normal time rates, in lieu of working on Christmas Eve.

A normal overtime shift, for example, Saturday clean-up / maintenance, may at the request of the employees on that shift and with the approval of the company, be transferred fully or partially to a public holiday, for example Good Friday, and maintain the rate of pay that would have applied on the Saturday."

19.2 Employees may 'Swap' shifts for the purpose of flexibility, only where the following provisions apply.

- a. Skills levels to only swap with an equivalent skills level.
- b. Double shifts can be worked during normal working hours for the purpose of swapping shifts, but will only be paid at single rate of pay.
- c. The request must be approved by management prior to the actual swap.
- d. The shift allowance as covered on the form.
- e. Not every situation can be covered. and as situations arise, they should be discussed, resolved, and noted. The form to be updated as the need arises.

Registered  
Enterprise Agreement  
Industrial Registrar

**SIGNATORIES:**


Signed for and on behalf of  
**CANOBOLAS WOOL TOPMAKING PTY LIMITED**

  
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Signed for and on behalf of  
**ELECTRICAL TRADES UNION OF AUSTRALIA, NSW BRANCH**

  
\_\_\_\_\_

Signed for and on behalf of  
~~AUSTRALIAN MANUFACTURING~~ **AUTOMOTIVE, FOODS, METALS,  
ENGINEERING, PRINTING & KINDRED INDUSTRIES UNION, NEW SOUTH  
WALES**

  
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