

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/9

TITLE: APC Socotherm EBA 2001

I.R.C. NO: IRC2/5057

DATE APPROVED/COMMENCEMENT: 25 November 2002

TERM: 18 August 2003

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/66

GAZETTAL REFERENCE: 28 February 2003

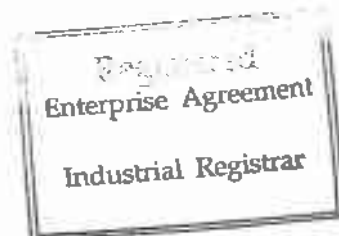
DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees at APC Socotherm's site, Lot 562 Reddalls Road, Kembla Grange, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award

PARTIES: APC Socotherm -&- The Australian Workers' Union, New South Wales



ENTERPRISE AGREEMENT 2001

1.0 TITLE

This agreement shall be known as the APC Socotherm EBA 2001.

2.0 AGREEMENT

The agreement is arranged as follows:

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3.0 COVERAGE OF AGREEMENT

3.1 In this agreement:

"employer" means APC Socotherm Pty Ltd and "union" means Australian Workers' Union (AWU).

3.2 This agreement applies to all of the employees who are

3.2.1. employed at the APC Socotherm's site at Lot 562 Reddalls Road, Kembla Grange, and

3.2.2. employed in classifications or occupations covered by the awards in Clause 6 and/or eligible for membership of the union, whether members of the union or not.

4.0 PARTIES BOUND

- 4.1 the employer;
- 4.2 the union; and
- 4.3 the employees.

5.0 DATE AND PERIOD OF OPERATION

This agreement shall operate from the date of Certification and shall remain in force until 18 August 2003.

6.0 RELATIONSHIP TO PARENT AWARD

- 6.1 This agreement shall be read wholly in conjunction with the Metal and Engineering Industry (New South Wales) Interim Consolidated (the Award). The terms of the Award shall be incorporated into the terms of this Agreement.

Where there is any inconsistency between this agreement and the Award this agreement shall take precedence to the extent of any inconsistency.

- 6.2 The parties are committed to the Metal and Engineering Industry (New South Wales) Interim Consolidated continuing to cover the basic standard of employment in the industry.
- 6.3 An employee commencing employment with the employer after the date on which this agreement comes into operation shall be employed in accordance with the terms of this agreement.

7.0 WAGE RATES

- 7.1 Rates of pay will be in accordance with the terms of this Agreement and shall be effective as of 18 August 2001. See Appendix 1.
- 7.2 At 18 August 2001 a 4.5% increase will be applied to the rates of pay as set out in Appendix 1. A further 4.5% increase will be applied as at 18 August 2002 as defined in Appendix 2. This increase will not be applied to the Superannuation or Redundancy allowances.
- 7.3 In addition to the rates of pay in Appendix 1 an allowance of \$0.52 will be paid for each hour worked as payment for all disabilities associated with the site, including heat, dirt, and inclement weather. This allowance is for hours worked only, meaning that there is no increase to the 'dirt' money rate for overtime hours. In addition, holidays and sick days do not attract 'dirt' money. All other allowances remain unaffected by the increase detailed in clause 7.2.

8.0 TRADE UNION TRAINING LEAVE

One employee appointed by the employees as the representative Shop Steward/Delegate covered by this agreement shall be allowed up to 5 days paid leave per annum to attend Trade Union Training Courses conducted or approved by the Trade Union Training Australia Inc.

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9.0 REDUNDANCY

9.1 Redundancy payment

A redundancy payment of \$50.00 per week for each employee shall be paid into the Metal Engineering Redundancy Trust (M.E.R.T.).

This payment is in lieu of the severance payments as stated in Clause 4.4.3.1(a) and 4.4.3.1(b) of the Metal and Engineering Industry Redundancy (State) Consolidated Award.

The notice provisions found in Clause 6(a) of the Metal and Engineering Industry Redundancy (State) Consolidated Award shall apply to employees covered by this agreement.

9.2 Statement of Employment

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

9.3 Redundancy selection

Where the employer decides to make workers redundant due to the downturn in business, the employer shall determine those employees to be made redundant on the following basis:

- a) Most recently employed group of employees will be the first to be selected for redundancy
- b) Where a number of employees have been employed within the same period, being one month, then selection will be based on performance and/or skills requirement.
- c) If re-employment is to occur then redundant workers will be offered re-employment prior to any additional offers of employment to new employees. Re-employment offers will apply on the same basis of seniority as specified in Clauses 9.3 (a) and 9.3 (b). However, individuals previously made redundant will only be eligible for re-employment provided that they are able to satisfy the skill requirements for any position subsequently made available. In addition, should an individual previously made redundant decline three (3) subsequent offers of work, then he/she shall forfeit the right of seniority.

10 EMPLOYMENT SECURITY

The employer shall take steps to ensure that the enterprise has the benefit of a stable and committed workforce, for the life of the agreement.

Such steps shall include:

10.1 Measures to increase the security of employees' employment;

10.2 Increased investment in the productive capacity of the enterprise;

10.3 Measures aimed at ensuring that new employees are recruited with the aim of reducing the level of unemployment in the occupations, trades, industries or callings specified in the Award;

- 10.4 Increased employment of apprentices and trainees; and
- 10.5 Maintaining a direct employee/employer relationship with employees.

11 SICK LEAVE

Employees shall be entitled to 5 days ordinary working time as paid sick leave for the first year of service and 10 per year thereafter. Unused sick leave shall be allowed to accumulate. Employees shall not be entitled to cash for untaken sick leave in the event of leaving the employ of APC Socotherm.

12 TRAINING

- 12.1 Paid training leave in accordance with the APC Socotherm Competency training plan will be provided. Where an employee undertakes such training it shall be conducted as far as practicable in the employee's usual working time and the employee shall not lose pay for attendance or extra travel associated with such training.

Where it is necessary for the employee to attend training outside of the employee's usual working time the employee shall be paid for such attendance or extra travel time as if the employee had worked.

- 12.2 Fees, materials or any other reasonable costs associated with the training referred to in 12.1 shall be reimbursed by the employer.
- 12.3 All apprentices and trainees shall continue to receive paid training. Such training shall meet the requirements of the Award and the industry training advisory board, resulting in a consistent national qualification.

13 CLASSIFICATION STRUCTURE

- 13.1 There are two entry point classifications – Operator Entry Level and Tradesperson 1. Following Operator Entry Level there are 6 different operator levels. There are 2 further tradesperson levels above that of Tradesperson 1.
 - 13.1.1 Employees employed as Operator Entry Level are the equivalent classification to that of C14 – Production Employee Level 1 of the Metal and Engineering Industry (New South Wales) Interim Consolidated Award.
 - 13.1.2 Employees employed as Tradesperson 1 are the equivalent classification to that of C10- Engineering Tradesperson Level 1 of the Metal and Engineering Industry (New South Wales) Interim Consolidated Award.
- 13.2 Employees will be encouraged to acquire skills, training and qualifications to proceed through the career path to Level 6.
- 13.3 Reclassification to Levels 5 and 6 will be by appointment only.
- 13.4 Upon plant commissioning and the commencement of production parties will consult to establish the skill levels required at each function and their appropriate position in the classification structure.

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14 SUPERANNUATION

All employees shall receive Superannuation contributions at the rate of \$55 per week or as per the Superannuation Guarantee Levy, whichever is the greater. These contributions will be made to the C+ BUS Superannuation Fund or other fund specified by the employee.

15 DISPUTES SETTLEMENT PROCEDURE

The APC Socotherm Disputes Settlement Procedures [Appendix 3] shall apply to any matter in dispute between the Employer, employees and the Union. While these processes are being followed there shall be no stoppages, work will proceed as normal without prejudice to either party's case.

16 OVERTIME

Overtime shall be paid at the rate of one and a half times of ordinary working time for the first two hours, and double ordinary working time thereafter. A rest period of up to 10 hours shall be allowed after working overtime before the start of the next shift.

17 ROSTERED DAYS OFF

An employee will be entitled to one paid day off after working 19 normal ordinary days. Timing of the Rostered Day Off (RDO) will be based on the requirements of work scheduling as determined by the employer.

- 17.1 RDOs may be staggered over the work cycle rather than taken on an industry nominated day.
- 17.2 RDOs will generally occur on either Fridays or Mondays. RDOs will normally be scheduled for the first Monday in each calendar month.
- 17.3 A maximum of 5 RDOs may be accrued and then taken in a block at a mutually agreed upon time.
- 17.4 An employee may elect at any time to 'cash' in RDOs at the ordinary wage rate up to the maximum of accrued RDOs allowed in Clause 17.3.
- 17.5 Records of RDOs will be kept by the employer and made available to the employees upon request.

18 UNION DUES

The employer agrees to provide employees a payroll deduction facility for union dues.

19 UNION MEETINGS

Union meetings are to occur through non working times with the exception of a one half hour paid meeting per month at a time mutually agreed upon by the employer and the employees.

20 MEAL BREAKS

Employees shall be allowed one twenty minute unpaid meal break which shall be rostered provided no employee shall be required to commence a meal break earlier than three hours after normal starting time nor later than six hours after normal starting time, unless otherwise mutually agreed between the employee and the employer.

21 NO EXTRA CLAIMS

The employer and the unions agree that they will not, for the duration of this agreement, pursue any extra claims for the duration of the agreement.

22 RENEGOTIATION

The employer, the union and the employees agree to commence negotiations for an agreement to replace this agreement no later than 3 months prior to the expiry of this agreement.

23 SALARY SACRIFICE

In the event that an employee wishes to salary sacrifice, the employer agrees to deduct monies from employees wages and deposit into any nominated fund as instructed in writing by the employee.

24 PROJECT PERMANENT EMPLOYEES

Project permanent employees shall be individuals employed on a permanent basis specifically for a given project or series of projects. Such individuals shall be entitled to payment as detailed in Clause 7.0 – Wage Rates.

The details of the specific period of time or specific task/s shall be set out in writing and retained by the employer. The employer shall provide a copy to the employee.

Signed by *[Signature]* Date: 01/02/02

For and on behalf of APC Socotherm Pty Ltd

Signed by *[Signature]* Date: 18-01-02

For and on behalf of The Australian Workers Union



APPENDIX 1

As agreed between APC Socotherm Pty Ltd and The Australian Workers' Union:

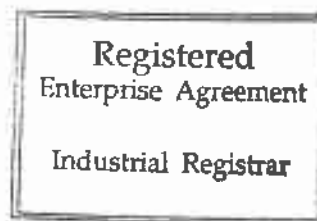
	Classification	Wage Rates	Wages from 18/08/01	Hourly Rate
First 2 weeks - continuous and uninterrupted work	Operator Entry Level	537.47	561.66	14.7804
	Operator Level 1	558.48	583.61	15.3582
	Operator Level 2	579.28	605.35	15.9302
	Operator Level 3	620.88	648.82	17.0742
	Operator Level 4	662.48	692.29	18.2182
	Operator Level 5	704.08	735.76	19.3622
	Operator Level 6	724.88	757.50	19.9342
	Tradesperson 1	684.32	715.11	18.8188
	Tradesperson 2	712.40	744.46	19.5910
	Tradesperson 3	752.96	786.84	20.7064

Superannuation:

\$55.00 per week
Or SGL whichever is the greater.

Redundancy:

\$50.00 per week will be accrued for each
employee into the MERT fund.



APPENDIX 2

As agreed between APC Socotherm Pty Ltd and The Australian Workers' Union:

	Classification	Wages from 18/08/01	Wages from 18/08/02	Hourly Rate
First 2 weeks – continuous and uninterrupted work	Operator Entry Level	561.66	586.93	15.4457
	Operator Level 1	583.61	609.87	16.0493
	Operator Level 2	605.35	632.59	16.6471
	Operator Level 3	648.82	678.02	17.8426
	Operator Level 4	692.29	723.44	19.0380
	Operator Level 5	735.76	768.87	20.2334
	Operator Level 6	757.50	791.59	20.8313
	Tradesperson 1	715.11	747.29	19.6655
	Tradesperson 2	744.46	777.96	20.4727
	Tradesperson 3	786.84	822.25	21.6381

Superannuation:

\$55.00 per week
Or SGL whichever is the greater.

Redundancy:

\$50.00 per week will be accrued for each
employee into the MERT fund.



APPENDIX 3

DISPUTE RESOLUTION



POLICY STATEMENT

APC Socotherm (hereinafter referred to as the Organisation) is committed to providing a good relationship between employers and employees. The following procedures have been developed to ensure the successful resolution of employment related grievances and to ensure positive industrial relations within the Organisation. The aim of these procedures is to resolve grievances by discussion at the lowest management level.

Employee grievances can be classified into two broad categories:

- **Personal** - arising from the employee's own outlook-reflecting disappointment with the job, interpersonal conflict, health or financial worries, etc. Grievances of this nature require professional counselling, which are outside the resources of the Organisation. Such employees should be referred to a Senior Manager who will facilitate appropriate assistance.
- **Work Related** - arising from an employer's action that is perceived by the employee as unfair treatment in relation to working conditions or employment. Grievances of this nature should initially be addressed by the immediate Supervisor with guidance from a Senior Manager. The employee may elect to be represented by the union or an independent party during the dispute resolution proceedings.

All grievances are to be:

- treated with the same degree of thoroughness and seriousness even when a matter appears to be trivial or frivolous;
- judged objectively. Each party should be given ample opportunity to convey their views;
- dealt with promptly; and
- treated confidentially. Any notes or records of the grievance details should be kept confidential.

During the grievance procedure, normal work must be maintained. This policy requires all officers responsible for resolving grievances to implement the procedures of this Policy.

PROCEDURE

It is mandatory that all grievances will be dealt with according to the steps listed below.

The employee is required to notify the Supervisor or a Manager (if appropriate) in writing as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought. Once a written grievance is lodged the first step in the grievance resolution process has commenced.

If the grievance is lodged with the Supervisor the following procedure should be followed.

A meeting should be scheduled within 48 hours of the notification and held in a confidential area. The role of the Supervisor or Manager is to clearly establish what has occurred, what steps the complainant has already taken to resolve the grievance and what the complainant aims to achieve from the process of resolution. The Supervisor or Manager should take notes; seek advice if required, interview witnesses and/or any employee against whom the complaint is made.

Once the Supervisor or Manager has established the facts, he/she should formulate remedial action. It may be necessary to consult with another Manager. If a resolution can be achieved the employee should be notified in writing of the remedial action.

If a resolution cannot be achieved at this stage the grievance should be referred to a Senior Manager. At this level the Senior Manager is responsible for conducting his/her own investigations of the situation. He/she should organise a meeting with the complainant and the Supervisor or Manager (if appropriate) within 48 hours of being notified. If a resolution cannot be achieved at this stage the grievance can be referred to the General Manager for a resolution.

Once a resolution is reached at any stage the complainant is to be notified in writing of the remedial action. The Supervisor or Manager (if appropriate) will monitor the results of the action taken to resolve the grievance. This will ensure that the outcome reached is what was intended. It may be necessary to conduct a follow up interview with the complainant to ensure that he/she is not being victimised for lodging a grievance.

If the parties, after following the above procedures are unable to reach a resolution then either party may apply to take the dispute before the New South Wales Industrial Relations Commission.

POINTS OF CONSIDERATION

- Grievances caused by an employee's Supervisor/Manager should be forwarded to a more Senior Manager.
- Grievances relating to another colleague should be forwarded initially to the Supervisor. If an employee is not satisfied with the outcome, the matter should be referred to a Senior Manager.
- Unless the grievance involves allegations of a serious breach of discipline, the complainant should retain control of the grievance. That is, the complainant has the option of proceeding with the process or taking no action. Sometimes staff members choose only to seek advice on their rights or on how they might handle their own grievance. Other times the staff seek only to notify management of a situation which may, at some stage, require management intervention.
- Complainants should avoid discussing their complaint with people who are not involved. It is the complainant's responsibility to inform management if they are being victimised for raising the grievance.
- Any written record regarding a grievance must be kept confidential during the process of resolution. That is, letters of complaint, notes from discussions and any other written material associated with a grievance must be kept in a locked cabinet whilst investigations and consultation are continuing. Information relating to grievances should not be placed on personnel files.

