

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/283

TITLE: Austral Bricks (Maintenance Employees Plants 1, 2 and 3) Enterprise Agreement 2004

I.R.C. NO: IRC4/5396

DATE APPROVED/COMMENCEMENT: 20 September 2004 / 26 May 2004

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 5 November 2004

DATE TERMINATED:

NUMBER OF PAGES: 24

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Austral Brick Company Pty Limited, located at Wallgrove Road, Horsley Park NSW 2164, in respect of maintenance employees engaged in mechanical maintenance at the company's Hosley Park Plants, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award

PARTIES: Austral Brick Company Pty Limited -&- the Australian Manufacturing & Workers Union (Printers Branch)

AUSTRAL BRICKS (MAINTENANCE EMPLOYEES PLANTS 1, 2 AND 3) ENTERPRISE AGREEMENT 2004

1. Title

This agreement shall be known as the "Austral Bricks (Maintenance Employees Plants 1, 2 and 3) Enterprise Agreement 2004"

2. Parties

This agreement shall be binding upon the Austral Brick Company Pty Limited (the Company), and the Australian Manufacturing Workers' Union (the Union) in respect of maintenance employees engaged in mechanical maintenance at the company's Horsley Park plants.

3. Arrangement

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4. Date of Operation

This Agreement will operate from the first pay period after 26 May 2004 and shall remain in force until 26 May 2007.

5. Commitment

This agreement reflects a joint commitment by the Company, its employees and the Union to provide a workplace and employment conditions under which the services of the Company can be delivered in an efficient, flexible and profitable manner.

It is the intent of the parties to:

- (a) Utilise the terms of this agreement in a constructive, managed and co-operative manner in order to ensure a workplace that reflects industry best practice and supports the long term viability of the Company, and hence the employment security of the employees.
- (b) Increase the domestic competitiveness of the enterprise by achieving significant and on-going improvement in efficiency, productivity, workplace flexibility and quality of products
- (c) Increase job scope, and ensure job satisfaction and the quality of working life of the employees.
- (d) Provide broader career paths for all employees based on skills and competencies and the contribution they make to the business performance.
- (e) Ensure the development of management/employee decision making processes which support the contribution of employees on all work related issues.
- (f) Provide high standards of occupational health and safety, equality of employment and exclusion of discrimination in any form.
- (g) Adequately reward employees and ensure they share in improved productivity of the enterprise.

6. Terms of Engagement

6.1 Full Time Employees

Full Time employees will be regularly engaged for no less than an average of 38 hours per week.

6.2 Part Time Employees

- (a) Part Time employees will be engaged to work an agreed regular number of ordinary hours per week, not exceeding 30 with an average of not less than 12 on the basis of not less than 4 hours, nor more than 12 hours, on any one day

A new employee will be given written advice, specifying the agreed days of the week and the agreed number of ordinary hours to be worked on each day. The employee will sign a copy as confirmation of agreement.

- (b) All provisions of the agreement will apply to employees on a proportional basis. In addition, employees when on sick leave, paid family leave, annual leave, public holidays, long service leave, jury service or bereavement leave, will be paid for ordinary hours which would otherwise have been worked on those days.
- (c) Variations to the above agreement may be made in conformity with the provisions of sub-clause (d) The Company will provide a written proposal for changed agreement at least 14 days in advance. The proposal must specify the effect on annual, sick and long service leave and wages, and indicate that the employee is not obliged to agree. The employee concerned may refer any questions to their supervisor or Union representative.

6.3 Casual Employees

- (a) Casual employees may be engaged in an emergency to supplement weekly employees when the latter are not available, or to meet production requirements. Ordinary hours will not be less than 2 nor more than 12 in any one day.
- (b) The provisions of this agreement will apply except for Sick Leave (Cl.22), Jury Service (Cl. 23), Bereavement Leave (Cl. 24) and Family Leave (Cl. 25).

6.4 Fixed Term Employees

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

6.5 Probationary Period of Engagement

- (a) A probationary period of three months will be applied to all new employees other than casuals. This probationary period will commence from the date of engagement. During the probationary period the employee's employment may be terminated by either the employee or the Company with the giving of two days notice.
- (b) On commencing employment, probationary employees will be advised as to the performance standards expected of them and will be provided with adequate feedback through regular performance reviews during the period of probationary employment.
- (c) If during the period of probationary employment, an employee resigns or is dismissed by the Company, the employee is required to surrender any Company property in the employee's possession, including any Company uniforms issued at the commencement of employment. Should an employee fail to comply with this requirement, the cost of the uniform or other property will be deducted from any monies due to the employee at the date of termination.
- (d) Casual employees who are offered permanent employment will have the period of their probationary employment reduced by the quantum of time employed as a casual.

7. Rates of Pay

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

Increases to rates of pay are as follows:

- (ii) In the first year 2.6% per week for all purposes of the agreement, effective from the beginning of the first pay period to commence on or after 26th May 2004 .In the second year a further 4% for all purposes of the agreement from the beginning of the first pay period to commence on or after 26th May 2005 and a further increase of 4% from the first full pay period to commence on or after 26th May 2006.
- (iii) Attendance Bonus. An attendance bonus of \$90 per week incorporating all weekly, monthly, and yearly incentives(including KPI's, Kmart vouchers, travel and attendance allowances) but excluding production bonus will be provided to the maintenance employees covered by this agreement. This bonus will be increased by a further \$2.50 per week from the first pay period to commence on or after 26th May 2005 and again from 26th May 2006.

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

There will be an exception to this for one single day absence per year if the employee provides a doctors certificate for the day.

- (iv) In addition to the above, production bonus payments will continue to be available.
- (v) No Extra Claims

The parties agree and give an undertaking that no further claims will be made in relation to wages for the duration of this agreement.

- (vi) Part Time Employees

Part time employees will be paid at the hourly rate of one thirty eighth of the appropriate wage rate of this Award, with a minimum payment of 4 hours each day.

- (g) Casual Employees

The hourly rate of pay for casual employees will be calculated by dividing the appropriate weekly rate of pay by 38 plus 15%, with a minimum payment for 2 hours each day.

- (h) Rates of Pay for Apprentices

Four Year Term	% of Ordinary Weekly Base Rate for the Classification of Tradesperson C 10
First Year	42
Second Year	55
Third Year	75
Fourth Year	88

- (i) Rates of Pay for Juniors

Unapprenticed Junior	% Of Rate For "C10"
Under 16 years of age	36.80%
At 16 years of age	47.30%
At 17 years of age	57.80%
At 18 years of age	68.30%
At 19 years of age	82.50%
At 20 years of age	97.70%

- (j) The Company will pay, in addition, 9 % of the above rates in the form of occupational superannuation adjusted from time to time as required by the Superannuation Guarantee Legislation.

8. Productivity Bonus

- (a) Key Performance Indicators (KPI) will cease to be paid from the start of this agreement as spelled out in clause 6(iii) Attendance Allowance (above).
- (b) In addition to the above, production bonus payments will continue to be available.
- (c) All full time and part time employees are eligible to participate in the bonus, providing they have been employed for the full bonus period.
- (d) The fitters at plant two agree to participate in the negotiation of a new meaningful personal productivity bonus which will replace the existing 'flat bonus system'.

9. Attendance Bonus

- (a) Any full time or part time employee may apply for the payment of a good attendance bonus at December each year providing they have had continuous service for the full bonus period. The bonus will be equivalent to the current single year's sick leave entitlement which then stands to the employee's credit at the end of the period.

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

- (i) any absence from work on leave granted by the Company; or
- (ii) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof will, in each case, be upon the employee), provided that any time so lost will not be taken into account in computing the qualifying period of three months specified in (iii) below;
- (iii) any absence on sick leave in accordance with this clause during the first three months of continuous employment, provided that the payment may be withheld by the Company until the employee has completed three months service.

10. Safety Bonus

Safety bonus in the form of K'Mart vouchers will no longer be paid as it has been absorbed into the weekly attendance allowance outlined in subclause 7 (iii) above.

11. Allowances

Allowances will be paid as follows, as at 26/05/04:-

- (a) A Leading operator responsible for a group of up to ten people, the achievement of their work task and on the job training: \$27.58 per week.
- (b) A leading operator responsible for a group of eleven to twenty people, the achievement of their work task, and on the job training: \$41.21 per week.
- (c) A leading operator responsible for a group of more than twenty people, the achievement of their work task, and on the job training: \$84.94 per week.
- (c) An employee trained to render first-aid and who is the current holder of appropriate first-aid qualifications such as a certificate from the St. John Ambulance or similar body: \$11.20 per week.
- (d) Employee who works continually on one machine with experience on that machine - dedicated machine allowance: \$24.30 per week.

12. Hours of Work

- (a) The ordinary hours of work for full time employees will not be less than an average of thirty eight per week. (Hours of work for part time employees are set out in Clause 5.2 of the award), worked on one of the following bases:
- (i) 38 hours within a period not exceeding seven consecutive days, or
 - (ii) 76 hours within a period not exceeding fourteen consecutive days, or
 - (iii) 114 hours within a period not exceeding twenty one consecutive days, or
 - (iv) 152 hours within a period not exceeding twenty eight consecutive days.

- (b) The ordinary hours of work will normally be worked on not more than five consecutive days per week,(not less than 6 hours nor more than 12 hours per day) so arranged as to mirror that of the production employees to ensure total coverage of all maintenance functions.

By agreement between the Company and the majority of employees affected, the ordinary hours of work may be worked over non-consecutive days of the week.

- (c) Where the ordinary working hours are to exceed eight on any shift, the arrangement of hours will be subject to agreement between the Company and the majority of employees in the plant or work section or sections concerned, subject to the Company and the employees concerned being guided by the Occupational Health and Safety provisions of the ACTU Code of Conduct on 12 hour shifts.
- (d) The ordinary hours will be worked continuously except for meal breaks at the discretion of the Company. Except at the regular change-over of shift, an employee will not be required to work more than one shift in each twenty four hours.
- (e) The working hours and arrangements will be consistent with the production employees to ensure full maintenance coverage whilst production is occurring. The shift duration in normal circumstances will be eight hours duration with a 20 minutes paid lunch and 10 minute paid tea break. The short Friday shift will be of 6 hours duration with a 10 minutes tea break.
- (f) If agreed by management and the employees on a site or in a department, a daily spread of ordinary hours greater than 8 may be worked. However, employees will not be required to work in excess of 12 ordinary hours per shift at ordinary time Monday to Friday.
- (g) Working hours are hours at working stations and no allowance is made for wash up time. In circumstances where employees become seriously dirty, management will consider the circumstances as to whether the wash up time should be included as time worked.
- (h) An employee will be entitled to eight consecutive hours off duty after ceasing work on one shift, and before commencing work on the next shift. If the next shift is scheduled to commence before eight hours have expired, the employee will be entitled to be absent from work on that shift until the employee has had eight hours off duty without any deduction being made in ordinary pay or shift penalty payable for such absence.

13. Overtime

- (a) For all the time worked in excess of, or outside ordinary working hours prescribed by this Agreement, or on a shift other than a rostered shift an employee will be paid the following penalty:
 - (i) If employed on continuous work, at the rate of double time.
 - (ii) If employed on other shift work, at the rate of time and one half for the first two hours and double time thereafter, except in each case when the time is worked by arrangement between the employees themselves OR for the purpose of effecting customary rotation of shifts.
 - (iii) On continuous shifts for work on a rostered shift, the major portion of which is performed on a Sunday, at the rate of double time
 - (iv) On continuous shifts for work on a rostered shift, the major portion of which is performed on a Holiday, at the rate of double time.
- (b) Where shifts commence between 11p.m. and midnight on a Sunday or Holiday, the time so worked before midnight will not entitle the employee to the Sunday or Holiday rate, provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or Holiday and extending into a Sunday or Holiday, will be regarded as time worked on such Sunday or Holiday.
- (c) Where shifts fall partly on a holiday that shift, the major portion of which falls on a Holiday, will be regarded as the holiday shift.

- (d) The Company may require an employee to work reasonable overtime at overtime rates.
- (e) The assignment of overtime by the Company will be based on specific work requirements and the practice of "one in, all in" overtime will not apply.
- (f) Rest periods after Overtime:
 - (i) When overtime is necessary it will, wherever reasonably practicable, be so arranged that the employee has at least 8 consecutive hours off duty between the finishing and commencement time of successive shifts.
 - (ii) An employee who has not had at least 8 consecutive hours off duty between those shifts will, (subject to sub-clause (iii) below) be released after completion of such overtime until the employee has had 8 consecutive hours off duty without loss of ordinary pay for ordinary working time occurring during such absence.
 - (iii) Failing an instruction from the Company that an employee should not resume or continue work without having had such 8 consecutive hours off duty, the employee will be paid at the ordinary hourly rate plus 100% until released from duty for such period.

The employee will then be entitled to be absent until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (g) Time Off in Lieu of Overtime
 - (i) Where mutually agreed between the employee and the employee's manager, time off in lieu of overtime may be taken at a time agreed on between the parties.
 - (ii) Time off is to be at the rate of time for time.

14. Shift Work

- (a) Definitions
 - "Afternoon Shift" means any shift finishing after 6 p.m. and at or before midnight.
 - "Night Shift" means any shift finishing subsequent to midnight and at or before 8 a.m.
 - "Continuous Shift" means work carried out on the same consecutive shifts each day throughout the 24 hours of each of at least 6 consecutive days.
 - "Rostered Shift" means a shift of which the employee concerned has at least 48 hours notice.
 - "Seven Day Shift" means shift work, other than continuous shift work, rotating all seven days of the week.
- (b) Shift workers will be regulated by a roster providing for weekly rotation and equity. Shift rosters will specify the commencing and finishing times of ordinary hours of work for the respective shifts. An employee's place on a roster will not be changed except by 48 hours notice or the payment of penalty rates.
- (c) To allow the factory to respond to change and flexibility and to maximise production to the pattern of demand for the Company's product, the starting and finishing times for employees will be set by the Company to best service the effective operation of the Plant (within the weekly limitations identified in this Award), and altered from time to time, either with the consent of the employees, or by posting up in a convenient place in the yard, with 48 hours notice of the alteration.
- (d) Circumstances may arise where different shift work rosters will apply to different Plants.

- (e) Shifts may be rotated. Different methods of rotation may apply in respect of particular groups or sections of employees in a Plant. Where shifts rotate, the rotation may be weekly, fortnightly, four weekly, or at such other intervals as may be agreed from time to time between the Company and the majority of the employees affected.
- (f) Shift Allowances
 - (i) An employee whilst on afternoon shift will be paid for such shift 15% more than the employee's ordinary rate
 - (ii) An employee who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights will be paid for each such shift 50% for the first three hours thereof and 100% for the remaining hours thereof in addition to the employee's ordinary rate.
 - (iii) An employee, will be paid 30% more than the employee's ordinary rate for all time worked during ordinary hours on night shift when the following circumstances prevail:
 - During a period of engagement on shift, works night shift only
 - Remains on night shift for a longer period than four consecutive weeks
 - Works on night shift which does not rotate or alternate with another shift so as to give the employee at least one third of the employee's working time off night shift in each cycle
 - (iv) The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday will be time and one half. Such extra rate will be in substitution for, and not cumulative upon, the shift premiums prescribed above.

15. Convenient Opportunity Breaks

- (a) The convenient opportunity breaks prescribed in this clause will be given and taken so as not to interfere with the continuity of work, and at times mutually agreed between the Company and the employee.
- (b) Each employee must take, and each employee must be given, on each day, ten minutes for morning tea and twenty minutes for lunch. On the short Friday shift there will only be a ten minute tea break.
- (c) Meal breaks will be counted as time worked.
- (d) An employee require to work overtime for more than 2 hours without being notified at least one day before, will be paid a meal allowance of \$9.40.

16. Consultative Committee

The site Consultative Committee will continue to consult closely on key issues and developments essential to the implementation of this agreement and on-going business and workplace reform matters. The site Consultative Committee is comprised of management and employee representatives and will continue to meet regularly and assist in improving communication between the parties.

The Committee will examine ways in which continuous improvement in productivity and efficiency may be achieved and maintained in order that employees may share in these gains.

17. Labour Flexibility

- (a) Employees will perform a wide range of functions and duties, covering work which is incidental or peripheral to their main tasks or functions according to their training and competency including the operation of production machines in the event that it is required to improve efficiency and productivity
- (b) Maintenance employees agree to the following work practices that trained production employees working alongside maintenance employees will be able to perform. (All maintenance work performed

by the trained production employees is to be carried out under supervision to ensure the quality of the work is of a high standard and to minimise the risk of serious injury):

- (c) Tasks include Setter/Extruder-Skirt adjustments, replacement of augers, lines, pug knives, swipers, cutter blades, air bags, adjust slug guide rollers, shuttle speed, apron feeder and remove guards for the purposes of inspection only, rough Oxy cutting and welding of pug knife shafts and auger bolts.
- (d) Employees will comply with all reasonable requests to transfer and to perform work covered by this Award. In carrying out duties employees will ensure, and take all necessary steps to ensure, the quality, accuracy and completion of any job or task.
- (e) If a machine breakdown occurs, employees will be required to take measures to keep the plant clean and free from spent materials and other items resulting from or in connection with the production process.
- (f) Any direction given by management will be consistent with the Employer's obligations under the *Occupational Health and Safety Act 1983* and its regulations.
- (g) The Company may request the following qualifications as detailed, consistent with the national competency standards:

Hydraulics units I.II.III.IV

Pneumatics units I.II.III.IV

Electrical Disconnect and Reconnect

Basic Electrical

as required by the Company a rate of \$11.41c per unit of qualification will be applied.

- (h) To improve communications between the maintenance team, production workers and management, a weekly operational inspection report for each section of the plant will be completed by the shift fitter after consultation with the operator of that area. An inspection report will be required for each of the following areas on a weekly basis; clay preparation, greenmake, setting, dryers and kiln, and dehacking. Issues identified in these reports will form the basis for future planned maintenance. (May 2004)
- (i) The issues of conflicting reports as to when repair works have been completed and when equipment has been returned to operators for production together with effective communication between previous and subsequent shifts of maintenance personnel will be addressed by the introduction of a daily maintenance logbook that will be placed on each machine in the factory.

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

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

This document is to be as accurate as possible and tradesmen will be obligated to complete the report at the end of each job before going on to the next machine. However it will not be used as some type of 'big brother' exercise requiring every minute of the day to be detailed. (May 2004)

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

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

This process is intended to be used in a positive way to highlight opportunities for improvement and any criticism by either party during discussions must be offered in a constructive manner. The appraisal is not to be used as a means of penalising employees, nor should there be any negative impact on employees as a result of these appraisals. (May 2004).

- (k) Due to increased competition from alternative products and building systems the company has embarked on a program of reduced manning by production operators (one man operation program). Because of the need for continuous operation of the plant at the change of shift it would be a considerable productivity initiative if appropriately qualified maintenance personnel can make themselves available to fill in operating machinery in the event that the regular operator fails to attend work.

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

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

The company wishes to make it clear that it does not intend to pursue a program of introducing fitter operators and recognises the distinct contribution that operators and tradesmen make respectively to the value of its business. Therefore this period of relief will be limited to a maximum period of four hours on any one shift and a maximum of once per week for any tradesman. (May 2004)

- (l) Tradesmen on shift will remain at their workstation until relieved by the next shift for a maximum of 15 minutes. In the event that they are not relieved by the next shift within a 15-minute crossover period they will contact the shift manager to have their bundy card authorized and to discuss the company's need for shift cover during the subsequent shift.

Normal overtime payments will apply if the tradesman is required to clock off more than five minutes after the completion of their normal rostered shift. (May 2004)

- (m) The company is considering the introduction of a computerized maintenance management system to assist in lifting current machine efficiency levels above 60% to best practice levels of 80% or more. The metal tradesmen undertake to co-operate with the introduction of such a change to maintenance planning systems in the event that the company decides to proceed with this initiative. (May 2004)
- (n) Maintenance employees have pointed out the opportunity for improved efficiency in capital works by involving tradesmen at the final design stage of capital projects. It is therefore proposed that at least one tradesman from the relevant site will be invited by the site maintenance supervisor/project engineer to attend and make comment at the final planning meeting prior to design approval for capital expenditure projects with a value in excess of \$50,000. (May 2004)
- (o) It is recognised by the parties that casual and labour hire employees may be necessary while factories are operating at peak production levels, and during short term periods for leave, injuries and health absences, as well as installation and start-up of new machinery, processes or products.

The company will not employ casual or labour hire personnel to avoid overtime or reduce the level of full time employment opportunities which currently exist. In addition should the company have a permanent vacancy which needs to be filled those contractors who have demonstrated they have the necessary skills over a period of six months work on site will be given first right of refusal to that vacancy. (May 2004)

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

Years One; Effective workplace communications and conflict management

Year Two; Best practice preventative maintenance for mechanical systems

Year three; Managing Innovation and continuous improvement.

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

The company will place a limit of no more than ten post trade modules for any individual; however an exemption from the limit is available only to employees who have currently done sufficient units that they would go over the cap. This exemption will allow those employees to progress by a further three units in total. (May 2004)

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

Upon signing of this memorandum of understanding each tradesmen/mechanical maintenance employee will become entitled to a once only sign-up bonus of \$700.00c in further recognition of the maintenance employee's assistance to the company in satisfying buoyant demand from our customers in recent years. This bonus will be paid in pay week ending June 29th, 2004.

18. Payment of Wages

- (a) With the exception of supervisors, employees will be paid weekly by Electronics Funds Transfer
- (b) In the event of termination of an employee before repayment of an advance, a deduction of any balance required for that purpose may be made from moneys due to the employee. Such deductions, together with any additional deductions made for that purpose with the written authority of the employee, will be deductions authorised by the Award

19. Public Holidays

- (a) The days on which the following holidays are observed will be Award holidays, viz. New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Anzac Day, Labour Day, Christmas Day, Boxing Day, together with any other days proclaimed or gazetted as a public holiday for the State and observed in the locality of the Plant.
- (b) A full time or part time employee normally rostered to work on the above holidays will be entitled to the holiday without loss of ordinary pay or shift penalty provided that the employee worked on the working day immediately preceding and the working day immediately succeeding the holiday. Where an employee is requested to and works on a public holiday they will be paid at the rate of double time and one half for that day; they will then no-longer be entitled to any other payment or time-off for that day.

Where two holidays fall on consecutive days an employee who worked on either the working day preceding or the working day succeeding either such day, but not on both, will be paid for the holiday nearer to the said day on which the employee worked; provided that an employee who produces satisfactory evidence to the Company that the absence from work on any such day before or after a holiday was due to a good and sufficient cause, will not lose payment for the relevant holiday.

- (c) Where the Company requires production to continue at any site during one of the above holidays then the following procedures will apply:
 - (i) The Company will notify employees at the site of the staffing needs (including skill numbers and functions required) 28 days prior to the holiday.
 - (ii) The notice will invite volunteers from casuals, part time and full time employees.
 - (iii) Ten days prior to the holiday, the Company will advise employees whether there is a short fall for the holiday in question, and details thereof.
 - (iv) The Company will maintain a list of employees who have worked such holidays and those employees will be given preference in relation to not being required to work on the following holiday.
- (d) A full time employee rostered off on a holiday, except Easter Saturday, will be entitled to an additional holiday as a holiday which will be taken as agreed between the employee and the Company, or failing agreement to be added to the employee's entitlement to annual holidays.
- (e) An employee who works on the day specified as the Union Picnic day will have one additional days pay added to their leave bank (See sub-clause (d) above).

20. Annual Leave

- (a) See the *Annual Holidays Act 1944*.
- (b) The shift penalty payments prescribed in this Award shall be regarded as part of the ordinary pay of employees entitled to such payments for the purposes of the *Annual Holidays Act 1944*.
- (c) In addition, one day will be added to annual leave in lieu of the Union Picnic Day.

21. Annual Leave Loading

- (a) In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- (b) Before an employee is given and takes annual holiday the employee shall be paid a loading of 17.5% of the employee's ordinary rate of pay for the period of the annual holiday.
- (c) If the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period exceeds 17.5%, then that amount shall be paid to the employee in lieu of the 17.5% loading.
- (d) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday.
- (e) Where, in accordance with the Act, the Company's Plants or part of them are temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned, an employee who takes such annual holiday shall be paid the loading calculated in accordance with this clause.

- (f) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable under the Act such proportion of the loading that would have been payable under this clause if the employee had become entitled to an annual holiday prior to the close down as the employee's qualifying period of employment in completed weeks bears to 52.
- (g) An employee who is terminated for other than misconduct will be paid leave loading, calculated in accordance with this clause for any outstanding annual leave entitlement.

22. Long Service Leave

- (a) See *Long Service Leave Act 1955*.
- (b) The shift penalty payments prescribed by the Award will be regarded as part of the ordinary rate of pay of employees entitled to such payments for the purpose of the *Long Service Leave Act 1956*.

23. Sick Leave

- (a) An employee who is absent from work by reason of personal illness or injury (not being illness or injury arising from the employee's misconduct or default, or from any injury arising out of the course of employment for which Workers' Compensation is payable) will be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
 - (i) After 3 months' service an employee will be entitled in the first sick leave year to 5 days of ordinary working time.
 - (ii) An employee will be entitled during the second and subsequent sick leave years to 8 days of ordinary working time.
 - (iii) For each day's absence from work, the employee's accrued sick leave entitlement will be reduced by the number of ordinary daily hours for which the employee was rostered for that day.
 - (iv) Employees requiring payment for sick leave are expected to ensure if possible that their supervisor is contacted before the commencement of their shift and advised of the nature and expected duration of their absence. (May 2004).
 - (v) The employee will prove to the satisfaction of the Company that the employee was unable, on account of such illness or injury, to attend duty, provided that the for the first 3 single days for which sick leave is claimed in a year of employment, a medical certificate will not be required.
- (b) A part time employee will be entitled to a proportionate amount of sick leave based on the average number of hours worked during the previous 6 months, or since employment commenced if less than 6 months.
- (c) An employee will not be entitled to payment in respect of time lost on an ordinary working day on which, had the employee attended for duty, the employee would not have been required to work.
- (d) No employee will be entitled to sick leave for rostered time off due to the 38 hour week.
- (e) The employee's entitlement under this clause will accumulate from year to year so that any sick leave entitlement which has not been allowed in any year may be claimed by the employee in a subsequent year of continued employment, except as provided by clause 9 good attendance bonus.
- (f) Where a business undertaking or establishment or any part thereof is transmitted from one employer to another employer and an employee who at the time of the transmission was employed by the transmitter in that business undertaking establishment or part thereof becomes an employee in the employ of the transmittee, any sick leave which has accumulated and not been taken during the employment with the transmitter may be claimed by the employee and shall be allowed by the transmittee subject to the conditions prescribed by this clause

- (g) Where an employee is transferred from the Company to the service of another Austral company, being a corporation related to the Company at the time of the transfer, sick leave accumulated and not taken in the employ of the Company will, after the transfer, be deemed to be sick leave accumulated in the employ of the other Austral company and the employee will be entitled to sick leave during the first 3 months of employment with the other Austral company.
- (h) For the purpose of this clause continuous service shall be deemed not to have been broken by:
 - (i) any absence from work on leave granted by the employer; or
 - (ii) any absence from work by reason of personal illness, injury, or other reasonable cause (proof whereof shall in each case, be upon the employee); provided that any time so lost shall not be taken into account in computing the qualifying period of 3 month.
 - (iii) Service with the Company before the date of coming into force of this Award will be counted as service for the purpose of qualifying for sick leave.

24. Jury Service

- (a) A full time or part time employee shall be allowed leave of absence during any period when required to attend for jury service.
- (b) During such leave of absence, an employee will be paid the difference between the jury service fees received and the employee's normal rate of pay.
- (c) The employee will give the Company notice of such requirement as soon as practicable after receiving notification to attend for jury service and will produce to the Company proof of attendance on jury service and jury service fees received.

25. Bereavement Leave

- (a) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in paragraph (c) of this clause.
- (b) The employee must notify the Company as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the Company proof of death.
- (c) Bereavement leave will be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out below in Clause 26, sub-clause A. (iii) (c) to (g) from the State Personal/Carer's Leave Case.- December 1998, as varied provided that, for the purpose of bereavement leave, the employee need not have been responsible for the person concerned.
- (d) An employee will not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with the other leave available under subclauses B, C, D, and E of the said Clause 26 below. In determining such a request the Company will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

26. Family Leave

A. Use of Sick Leave

- (i) An employee with responsibilities in relation to a class of person set out in (iii) (b) below who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlements which accrues after the date of ratification of this Award for absences to provide care and support for such persons when they are ill.

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

B. Unpaid Leave for Family Purposes

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

C. Annual Leave

- (i) To give effect to this clause, but subject to the Annual Holidays Act 1994, an employee may elect, with the consent of the Company, to take annual leave not exceeding five days in any calendar year at a time or times agreed by the parties.
- (ii) Access to annual leave, as prescribed in paragraph A(iii)(b) above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement
- (iii) An employee and the Company may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

D. Time Off in Lieu of Payment for Overtime

- (i) An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the 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) The Company will, 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 D (i) of this subclause where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the Company, an employee must elect within six months of the accrual, whether to take overtime worked under D (i) above as an overtime payment or as time off work at the ordinary rate of pay.

E. Make-Up Time

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

F. Other Clauses Of This Agreement

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

Clause 13	Overtime
Clause 20	Annual Leave
Clause 23	Sick Leave

27. Termination of Employment

- (a) Full time or part time employment may be terminated by either the Company or the employee at any time during the week by the giving of the following notice (except as provided by sub-clause (f) of this clause) or, in the case of the Company, by payment made in lieu of notice

Period of Continuous Service	Notice
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

Plus 1 extra week for employees over 45 years of age with not less than 2 years continuous service (except in the case of an employee giving notice)

- (b) An employee who fails to give the appropriate notice may have moneys withheld to the equivalent of the notice period required but not worked.
- (c) The Company will not terminate an employee's employment for reasons related to the employee's conduct or performance unless the employee has been given the opportunity to defend himself or herself against the allegations made, or the Company could not reasonably be expected to give the employee that opportunity in accordance with the Disciplinary Procedure contained in Clause 31
- (d) A full time or part time employee who has been given notice will be allowed up to one day as time off without loss of pay (at a time convenient to the Company) for the purpose of seeking another job.
- (e) Following a request from the terminated employee, the Company will provide a written statement of the period of employment and the type of work performed.
- (f) The Company may dismiss any employee without notice for serious misconduct of a kind that it would be unreasonable to require the Company to continue employment. In such a case the employee will be paid only up to the time of dismissal.

28. Redundancy

(a) APPLICATION

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

(b) INTRODUCTION OF CHANGE

Employer's Duty to Notify

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

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

Employers Duty to Discuss Change

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

(c) REDUNDANCY

Discussions Before Termination

- (i) Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing done by anyone pursuant to sub clause (b), and that decision may lead to the termination of employment, the Company will hold discussions with the employees directly affected and with the union to which they belong.
- (ii) The discussions will take place as soon as is practicable after the Company has made a definite decision which will invoke the provision of paragraph (i) of this sub clause and will cover, inter alia, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

- (iii) For the purposes of the discussion the Company will, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Company will not be required to disclose confidential information the disclosure of which would adversely affect the Company.

(d) Termination Of Employment

Notice For Changes In Production, Program, Organisation Or Structure

- (i) The notice to be applied to terminations by the Company for reasons arising from "production", "program", "organisation", or "structure" in accordance with sub clause (b) of this clause will be 4 weeks, or 4 weeks pay in lieu of such notice. Provided that this period of notice will be increased by one week if the employee is over 45 years of age and has completed two years continuous service with the Company.

Notice for Technological Change

- (ii) This sub clause sets out the notice provisions to be applied to terminations by the Company for reasons arising from "technology" in accordance with sub clause (b) of this clause:
- (iii) In order to terminate the employment of an employee the Company will give to the employee 3 months notice of termination
- (iv) Payment in lieu of the notice above will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (v) The period of notice by the sub clause to be given will be deemed to be service with the Company for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any other Act amending or replacing either of these Acts.

Time Off During The Notice Period

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

Employee Leaving During the Notice Period

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

Statement of Employment

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

Separation Certificate

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

Transfer to Lower Paid Duties

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

(e) SEVERANCE PAY

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

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

- (ii) If an employee is under 45 years of age, the Company will pay in accordance with the following scale:

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

- (iii) An employee with more than seven years' service will receive, in addition to the above payments, two weeks pay for each year of service in excess of seven years.
- (iv) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

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

- (v) An employee with more than seven years' service will receive, in addition to the above payments, two weeks pay for each year competed of service in excess of seven years.
- (vi) "Weeks Pay" means the all purpose rate of pay for the employee concerned at the date of termination, and will include shift penalties and allowances paid in accordance with this Award.

Alternative Employment

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

(f) Other Entitlements

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

(g) Selection Criteria For Redundancy

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

(h) Procedures Relating To Grievance

Grievances relating to individual employees will be dealt with in accordance with the Disputes Procedure clause of this Agreement.

29. Anti-Discrimination

(1) Nothing in this clause is to be taken to affect:

(a) any conduct or act which is specifically exempted from anti-discrimination legislation,

(b) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW),

(c) a party to this award from pursuing matters of unlawful discrimination in any state or federal legislation.

(2) It is the intention of the parties bound by this award to respect and value the diversity of the work force and to achieve the object in section 3(f) of the Industrial Relations Act 1996 (NSW), to prevent and eliminate discrimination in the workplace and in particular to ensure equal remuneration for men and women doing work of equal or comparable value.

(i) Unlawful discrimination in the work place includes any distinction, exclusion or preference made on any prohibited ground which has the effect of denying or limiting equality of opportunity or treatment. Unlawful discrimination in the workplace includes sexual harassment and harassment on any prohibited ground.

(ii) The parties recognise that it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of discrimination or harassment.

(iii) Accordingly, in fulfilling their obligations the parties bound by this Award must take reasonable steps to ensure that the Award provisions do not unlawfully discriminate in their effect, and that unlawful discrimination or victimisation does not occur in any aspect of employment.

(iv) Any employee or group of employees who has a genuine belief that they have been or are being unlawfully discriminated against in their employment, or who have been or are being victimised, may lodge a grievance in accordance with the relevant dispute resolution procedures referred to in this award.

Note

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

Nothing in this act effects.....any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.

30. Drugs and Alcohol

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

When the senior supervisor on site in consultation with the safety committee or union representative feels an employee's health has deteriorated to a point where they are unable to carry out their normal duties efficiently, or that they are deemed a danger to themselves or other employees; then the works manager or other senior manager will be notified.

If the works manager is in agreement then arrangements will be made to have that person removed from site and taken home so that they are isolated from danger to themselves and others. The works manager will discuss the circumstances with the employee concerned prior to them recommencing work on their next shift.

Upon re-occurrence of the above circumstances the person concerned will be requested to attend a medical practice to establish the reason for the deterioration in their fitness for duty.

Repeated instances of this nature where it has not been established that this is the result of a bona-fide medical condition will be dealt with through counselling including the involvement of the company's "Employee Assistance Provider".

Ultimately if the above procedures do not satisfactorily resolve the situation then it will be dealt with in accordance with the company's disciplinary procedure.

Employees found consuming illegal drugs or alcohol (outside of responsibly organised company functions) at work will be summarily dismissed for misconduct as per clause 30d of this agreement.

31. Disciplinary Procedure

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

- (a) Employees who exhibit unsatisfactory performance or behaviour will be counselled so that they understand the standards expected of them, and will be offered assistance and guidance in achieving those standards
- (b) Confidential written records of such counselling will be made. The employee will be shown the written record and will have the opportunity of commenting on its contents whether in writing or orally. The record will be placed on the employee's file where the employee has been given the opportunity of responding to the record.
- (c) Employees whose performance or behaviour is unsatisfactory will be given adequate time to demonstrate a willingness to improve. If at the end of this period the employee shows no willingness to improve in the opinion of the Company, then disciplinary action up to and including dismissal may be taken.
- (d) Nothing in the procedure will limit the right of the Company to summarily dismiss an employee for serious and wilful misconduct.
- (e) At all stages of the disciplinary process the employee will be entitled to have another available employee present as a witness if desired. The union representative may be informed providing employee confidentiality is not breached.

- (f) All warnings will only expire 12 months after the anniversary date of the relevant warning

32. Disputes Procedure

- (a) Procedures Relating To Grievances Of Individual Employees:
 - (i) The employee is required to notify (in writing or otherwise) the Company as to the substances of the grievance, request a meeting with the Company for bilateral discussions and state the remedies sought.
 - (ii) A grievance must initially be dealt with as close to its source as possible, with gradual steps for further discussions and resolutions at higher levels of authority.
 - (iii) reasonable time limits must be allowed for discussions at each level of authority.
 - (iv) At the conclusion of the discussions, the Company must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (v) Whilst the procedure is being followed, normal work must continue. During discussions, except in the case of a bona fide safety issue, the "status quo" will remain and work will proceed without stoppage or the imposition of any ban, limitation or restriction. "Status Quo" will mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
 - (vi) The employee may be represented by the Union.
 - (vii) Should the matter not be concluded, or resolved it may be referred to the Industrial Relations Commission.
- (b) Procedures Relating To Disputes Etcetera Between Employers And Their Employees
 - (i) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with gradual steps for further discussion and resolution at higher levels of authority.
 - (ii) Reasonable time limits must be allowed for discussion at each level of authority.
 - (iii) Whilst a procedure is being followed, normal work must continue.
 - (iv) The employees may be represented by the Union..
 - (v) Should the matter not be concluded, or resolved it may be referred to the Industrial Relations Commission.

33. Clothing

- (a) The Company will provide protective clothing to employees so as to ensure the health, safety and welfare of such employees in accordance with the requirements of the *Occupational Health and Safety Act*. This annual issue will be a minimum of 4 sets of overalls (or equivalent) per year. Except in cases of medical exemptions, employees will wear and/or use all supplied safety clothing and equipment, including footwear, as directed by the Company.
- (b) Employees are responsible for the care and safekeeping of all issues and will return each article to the Company on request or on termination of their employment. In default, the Company may deduct from wages due an amount equal to its replacement value less reasonable depreciation, having regard to the condition of the item.

34. Productivity Undertakings (for 2002 EBA)

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

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

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

For these reasons the union and its members agree to actively work in co-operation with management of The Austral Brick Company to achieve its goal of increasing the productivity of plant personnel to current worlds best practice by taking advantage of the latest developments in technology and production management systems (examples of which are automation, video and telecommunications as well as computerisation).

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

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

Resultant Productivity undertaking by the Metal Trades Employees

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

- (a) Each fitter will participate in a training program to learn to operate the brickmaking equipment at their plant over the term of this two year agreement so that they can carry out better pre and post maintenance checks for the purposes of identifying repairs needed and to prove that completed repairs are effective.
- (b) Over the term of this agreement each fitter agrees to make themselves available for a two week cross-skilling program by working in one of the other Wallgrove plants on the same shift as they would normally work and at no financial disadvantage. The purpose of this cross-skilling is to increase each tradesman's knowledge of the processes used in the industry so that they can apply their unique perspective and trades skills to the identification and spread of best practice across all plants. While on secondment to another plant the trademan will not be required to work on complex or unfamiliar tasks without the assistance of a fitter who is experienced in that plant.
- (c) The implementation of these work practices are a natural extension and further practical application of the parties previous commitments in past enterprise agreements (clauses 4. & 16) to promote flexible workpractices which reduced demarcation within the constraints of the individual employees skill, competency and safety.
- (d) This undertaking is given on the basis that it is in the interests of both the fitters and the company that any reductions in personnel which may flow from their input to the bestpractice program should be done on the basis of natural attrition and not forced redundancy.

35. Relationship to Parent Award

The Metal, Engineering and Associated Industries (State) Award shall continue to apply to the parties other than to the extent of any inconsistency with the terms of this agreement. In the event of any inconsistency, the terms of the agreement shall prevail.

Signed by the Parties to the Agreement

Signed for and on behalf of
Austral Brick Company Pty Limited

.....
Signature

.....
Name

.....
Date

.....
Signed for and on behalf of

AUSTRALIAN MANUFACTURING WORKERS UNION

.....
Signature

.....
Name

.....
Date

APPENDIX ONE

RATES OF PAY

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

	Current Rate	Rate From 26/5/04	Rate From 26/5/05	Rate From 26/5/06
	\$	\$	\$	\$
Trades Assistant C12	559.92	642.34	668.03	694.75
Tradesman C10	627.75	715.04	743.64	773.39
Tradesman Special Class C8	682.59	791.83	823.50	856.44