

ENTERPRISE AGREEMENT

NO. EA *98/110*

DATE REGISTERED.....*18-3-98*.....

PRICE \$ *20.00*
[Signature]

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/110

TITLE: Avpac Group Enterprise Agreement

I.R.C. NO: 97/4862 and 97/6803

DATE APPROVED/COMMENCEMENT: 18 March 1998

TERM: 26 September 2000

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: Engineering, casual and permanent staff of the companies

PARTIES: Avpac Projects Pty Ltd and Avpac Consulting Group Pty Ltd -&- Michael Healey, Hernan Jorquera, Jason Lawrence Mills, Ian Snape, Allan Willing, Svetlana Markovic, Brett Alison, Brendan Metselaar, John Atkins, Jason Svaabeck, Mark Mooney, Keith Motman and Mihir Sheth.

<p>Registered Enterprise Agreement</p> <p>Industrial Registrar</p>
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EX 3

1. PARTIES TO THE AGREEMENT

The Enterprise Agreement is made in accordance with the provisions of the NSW Industrial Relations Act, 1996. The parties to this agreement are Avpac Projects Pty Ltd and Avpac Consulting Group Pty Ltd of 1/17 Sheridan Close, Milperra NSW 2214 of the one part and the employees.

It is agreed by the parties as follows:



2. TITLE OF AGREEMENT

This agreement shall be known as the Avpac Group Enterprise Agreement.

3. THE ENTERPRISE

Engineering and Casual/Permanent Administration Staff.

4. TRADE/OCCUPATIONS

The trade/occupations covered by this agreement are covered by the following awards:

- Clerical and Administrative Employees [State] Award - Grades 1, 2, 3, 4 & 5
- Metal and Engineering Industry [NSW] Interim Award - Levels C14, C13, C12, C11, C10, C9 & C8

5. INTENTION

The enterprise is conducted from 1/17 Sheridan Close, Milperra, NSW 2214. This agreement shall apply at the workplace or sites where Avpac employees are required to work.

6. DURESS

This agreement was not entered into under duress by any party to it.

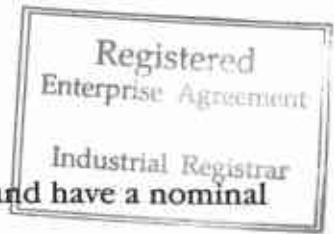
7. RELATIONSHIP TO PARENT AWARDS

The parties to this agreement have determined that this enterprise agreement shall be read and interpreted in conjunction with the awards nominated in clause 4 of the agreement and that where there is inconsistency, the terms of this enterprise agreement shall take precedent.

Nothing in this agreement limits the application to an employee of any conditions of employment that apply under the NSW Industrial Relations Act 1996, Annual Holidays Act 1944, or the Long Service Leave Act 1955 or the Occupational Superannuation Standards Act.

8. TERM

This Agreement shall operate from the 26 September 1997 and have a nominal term of three (3) years.



9. EMPLOYMENT CONDITIONS

9.1 Hours of Work

The parties to this agreement acknowledge the ordinary hours of work in each of the awards nominated in clause 4 herein to be 38 hours, Monday to Friday. This agreement provides for extended hours and compensates this in wages [refer subclause 9.4].

- Standard work week is 40 hours.
- Worked between 6.00am and 6.00pm and may be worked on any of five days Monday to Saturday.

9.2 Overtime

- [i] All hours worked up to 45 hours including ordinary time during any one week (Monday to Friday) shall be paid at the ordinary hourly rate of pay, subject to subclause [ii].
- [ii] Time and one half rates shall be paid for any time worked by an employees for more than 10 hours in any one day.
- [iii] Time and one half rates shall is paid for time worked including ordinary time, and time worked as in subclause [ii] herein, over 45 hours during any one pay week.

- [iv] Time and one half rates are paid for Saturday and Sunday overtime where a total of 38 ordinary hours plus 2 hours extra time has been worked during the preceding week [Monday to Friday] or where substantiated circumstances have not allowed the working of the full week.
- [v] Each employee can elect to be paid a higher hourly flat rate no less than 25% above the appropriate award rate in exchange for forfeiting overtime rates for specific projects or on a full-time basis.

9.3 Definitions and Classifications

Shall be as in the relevant award for that classification.

9.4 Contract of Employment

The parties agree to adopt the provisions of clause 11 of the Metal and Engineering Industry [NSW] Interim Award.

9.5 Wages

9.5.1 Day work: Wages payable 20% minimum above current award rates for permanent employees and a minimum of 12% above award rates [including a 15% loading] for casual employees. The minimum payment for any one day is four [4] hours [except where an employee leaves the job of his/her own accord].

9.5.2 Shift work: For the purposes of this agreement employees engaged on shift work shall be paid and work in accordance with the provisions:

- Shift workers will be paid an additional 15% over and above the appropriate award shift penalty rate.
- "Afternoon shift" means any shift finishing after 6.00pm and at or before midnight.
- "Continuous work" means work carried on with consecutive shifts of employees throughout the twenty four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- "Night shift" means any shift finishing subsequent to midnight and at or before 8.00am.
- "Rostered shift" means a shift of which the employee concerned has at least forty-eight hours notice.





9.6 Sick Leave

9.6.1 An employee on weekly hiring who is absent from his/her work on account of personal illness or on account of injury by accident arising out of and in the course of his/her employment shall be entitled to leave of absence, without deduction of pay subject to the following conditions and limitations:

- [i] An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers compensation.
- [ii] An employee shall as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence inform the employer of his/her inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- [iii] If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employees shall inform the employer within 24 hours of such absence.
- [iv] An employee shall prove to the satisfaction of his/her employer (or in the event of dispute, the Reconciliation Committee) that he/she was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- [v] An employee shall not be entitled during his/her first year of any period of service with any employer to leave in excess of five days of ordinary working time or cases where he/she normally works more than 8 hours in any day, he/she shall not be entitled to leave in excess of 40 hours of ordinary working time. Provided further that during the first five months of the first year of a period of service with an employer he/she shall be entitled to sick leave which shall accrue on a pro-rata basis of one day of ordinary working time for each month of service completed with that employer to a maximum of 40 ordinary hours. On application by the employer during the sixth month of employment and subject to the availability of an unclaimed balance of sick leave the employee shall be paid for any sick leave taken during the first five months and in respect of which payment was not made.

9.6.2 A full-time employees sick leave entitlement will be:

- Five sick days allowed for first year of employment
- Six sick days allowed for second year of employment
- Eight sick days allowed for third year and onwards
- Sick leave shall not accumulate from year to year

9.7 Bonus

The following bonuses are payable to each employee during or prior to December of each year [note special arrangement in subclause 9.7[iv]] provided the employee is actively employed by the Company at time of distribution.

- [i] Accidents: If the employee has not had any accidents during the financial year they are paid a bonus of 0.3% of wages for workshop and site employees. Administration employees will be paid 0.1%.
- [ii] Workers Compensation: If there have been no workers compensation claims made by any company employees during the financial year 1% of wages will be paid to the employee as a bonus in lieu of the 0.3% bonus or 0.1%.
- [iii] Sick Bonus: When sick leave is not used, 1.5% of gross annual wages shall be paid at the end of financial year.

If one to three days sick leave is used 40% of average gross wages per day are paid as an entitlement for the unused sick days.

If more than 3 days have been taken during the year no bonuses will be payable.

[iv] Equipment Bonus Plan - Workshop:

- All staff will be credited upon employment 300.0 bonus points, each point equals \$1.00 which is pro-rated over a twelve (12) month period for time employed. Minimum employment period 2 months.
- The bonus is provided on the basis equipment, tools and vehicles are returned to their designated place and maintained. The bonus will be effected as per the schedule bonus below if tools equipment or vehicles are replaced, or value diminished due to being damaged through negligence or otherwise lost or stolen while under your care as an individual or as part of a team working on a project in which the above has been noted.
- Tools are to be kept on the tool rack and welding equipment is expected to be wiped and set against the right hand side of the workshop when not in use.
- For any dispute concerning demerit points being issued, the Company Directors decision will be final and accepted by all parties.

Registered
Enterprise Agreement

Industrial Registrar

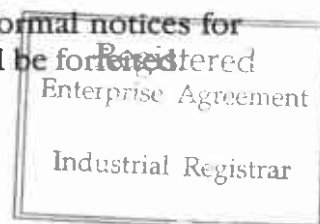
Demerit Point System	
A - Equipment, tools, vehicle in your care as team or individually	Points Removed
1. Damaged	30
2. Lost, stolen or replaced due to damage	100
3. Not maintained or returned correctly	15
B - All other staff loose the following demerit points	Points Removed
1. Damaged	10
2. Lost, stolen or replaced due to damage	10

If no person claims responsibility for the equipment damages/lost etc., all staff are penalised 15 demerit points.

Equipment maintenance supervisor, site and project supervisors, workshop foreman and company directors have full authority to issue demerit points.

This bonus payment payable 15 December and 15 July each year.

- [v] Forfeiting of Bonus: If any employee receives three formal notices for non conformance of safety procedures all bonuses will be forfeited.



9.8 Public Holidays & Sunday Work

All employees [including casuals] shall be paid for each public holiday provided they work the week day [or Saturday if nominated as ordinary time] immediately preceding and immediately following a public holiday.

If an employee works on a Sunday or a Public Holiday, such employee may by agreement with the employer substitute the day with an alternative work day. Time and one half rates apply for all Public Holiday and Sunday work.

9.9 Allowances

- [i] Vehicle allowance - When utilising your own vehicle for company business authorised by Management the rate payable will be 0.50c per kilometre.
- [ii] Meal allowance - \$7.00 payable if working more than 11 consecutive hours.

[iii] Travel allowance - \$10.00 per day is paid if the employee is required to travel more than 6km in distance from their normal home to another workshop/office route using their own transport means.

[iv] Tool allowance - \$6.80 payable per week to tradespersons.

9.10 Annual Leave Loading

The parties to this agreement acknowledge that the value of an annual leave loading is included within the ordinary weekly pay rate.



9.11 Roster Day Off

The parties to this agreement acknowledge that working arrangements do not make provisions for rostered days off.

9.12 Dispute & Grievance Handling Procedure

As per clause 12 - 'Avoidance of Industrial Disputes' in Metal and Engineering Industry (NSW) Interim Award.

9.13 Payment of Wages

Wages to be paid every Tuesday or the following day if preceding a Public Holiday, hours to be calculated from Monday to Sunday and employees are to lodge hours by 10.00am on the following Monday morning or Tuesday if preceding a Public Holiday. All wages are electronically transferred into the employees preferred bank account.

9.14 Termination of Employment

As per the Metal and Engineering Industry [NSW] Interim Award with the exception of casual employees where 8 hours notice is required to terminate employment.

9.15 Severance Pay

Calculated in accordance with the Metal and Engineering Industry Redundancy [State] Award .

Signed for and on behalf of Avpac Projects Pty Ltd and Avpac Consulting Group Pty Ltd

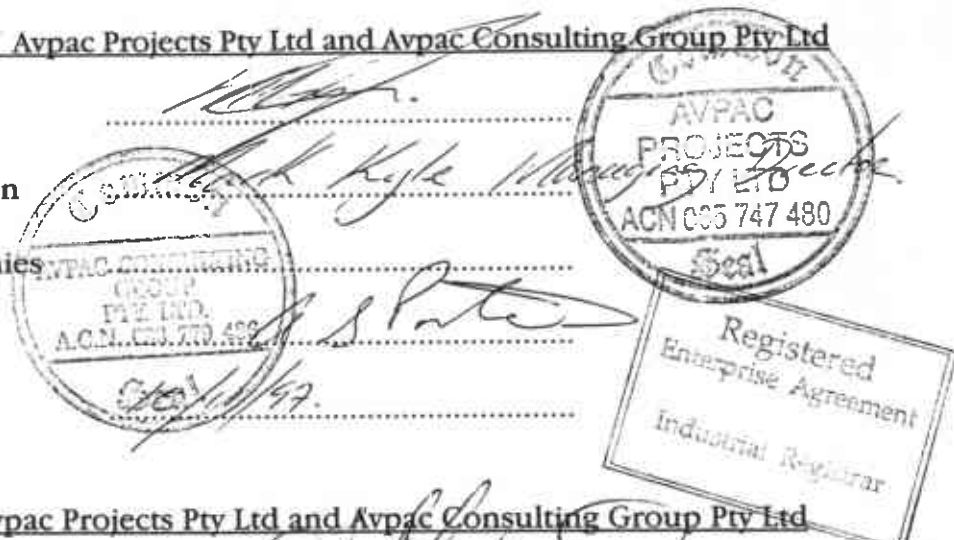
Signature

Print Name and Occupation

Common Seals of Companies

Witness

Date



Signed by employees of Avpac Projects Pty Ltd and Avpac Consulting Group Pty Ltd

1. Signature

Print Name and Occupation

Witness

Date

J. Markovic

Stellana Markovic

 (Admin officer)

7-11-97

2. Signature

Print Name and Occupation

Witness

Date

B Allison

BRET ALLISON

 BOILERMAKER

7/11/97

3. Signature

Print Name and Occupation

Witness

Date

Hernan J. Torcuera

HERNAN TORCUERA

 BOILERMAKER

B Allison

7/11/97

4. Signature

Print Name and Occupation

Witness

Date

Brendan Metelaar

BRENDAN METELAAR

 BOILERMAKER

B Allison

2/10/97

5. Signature

[Signature]

Print Name and Occupation

IAN SWAPE WELDER.

Witness

[Signature]

Date

7-11-97

6. Signature

[Signature]

Print Name and Occupation

JOHN ATKINS Boilermaker

Witness

[Signature]

Date

7-11-97

7. Signature

[Signature]

Print Name and Occupation

JASON MILLS

Witness

[Signature]

Date

7-11-97

8. Signature

[Signature]

Print Name and Occupation

Jason Svarebeck - Boilermaker

Witness

[Signature]

Date

7-11-97

9. Signature

[Signature]

Print Name and Occupation

MARK MOONEY

Witness

[Signature]

Date

7-11-97

10. Signature

[Signature]

Print Name and Occupation

ALAN WILLING SITE FOREMAN

Witness

[Signature]

Date

8-11-97.



11. Signature

Michael Healey

Print Name and Occupation

Michael Healey T.A.

Witness

Walker

Date

7/11/97

12. Signature

Walker

Print Name and Occupation

7/11/97

Witness

Scott Walker T.A.

Date

7/11/97

13. Signature

Walker

Print Name and Occupation

Tramp Lang. ITU T.W. Boily

Witness

Boily

Date

7/11/97

14. Signature

Boily

Print Name and Occupation

SCOTT JONES BOILY

Witness

J. Jones

Date

7/6/97

15. Signature

Keith Mokman

Print Name and Occupation

Keith Mokman

Witness

Boily

Date

7-11-97

16. Signature

C. Seehusen

Print Name and Occupation

C. SEEHUSEN - BOILY

Witness

Boily

Date

7-11-97

