

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/146**

**TITLE: A.J. Bush & Sons (Manufactures) Pty Ltd Box Hill 1998 Agreement**

**I.R.C. NO: 99/1560**

**DATE APPROVED/COMMENCEMENT: 20 May 1999**

**TERM: 24 Months**

**NEW AGREEMENT OR  
VARIATION: New. Replaces EA96/240**

**GAZETTAL REFERENCE:**

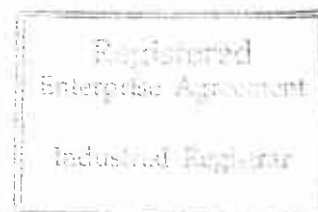
**DATE TERMINATED:**

**NUMBER OF PAGES: 11**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to production and maintenance staff at the company's factory at Box Hill NSW**

**PARTIES: AJ Bush & Sons (Manufactures) Pty Ltd -&- William John Barrow, Russel Beha, Robert Gordon Felsch, Barry John Geissler, Leonard Arthur Gray, Geoffrey Alan Greentree, Richard Gordon Hough, Thomas John King, Roger Latimer, Peter Waldron Lenord, Myles Anthony Madigan, Christian Maldonado, Sam Mercieca, Norman Mitchell, Ralph Edward Nunn, Malcolm George Pearce, Valentine Mune Petersen, Fikry William Aziz Salib, Barry Joseph Sarsfield, Gerhard Stadelmaier, Thomas Allan Swanson**



## 1. Title

This agreement shall be known as the:

A. J. Bush & Sons (Manufactures) Pty. Ltd. Box Hill 1998 Agreement

## 2. Purpose of Agreement

This agreement totally regulates the terms and conditions of the production and maintenance staff at the Box Hill, NSW factory operated by A. J. Bush & Sons (Manufactures) Pty. Ltd. and replaces the Boiling Down and By-Products (Cumberland) Award and the Metal and Engineering Industry (New South Wales) Interim Award and the following splinter awards: The Metal and Engineering Industry (State Wages Case)(State) Award, Metal and Engineering Industry Redundancy (State) Award and Metal and Engineering Industry Family Leave Provisions (State) Award.

This agreement shall be binding upon the staff and the company. It sets out the basis for employment, the obligations of both parties and the rates of pay and other conditions agreed upon.

This agreement is entered into by the parties without duress and with the expectation that all staff, whatever their position, will continue to use their best endeavors to further and protect the company's interests.

This agreement shall apply for a period of two years from the date of registration by the Industrial Registrar. It replaces Enterprise Agreement (EA240/96) which shall be terminated on registration of this agreement.

There will be no extra claims or adjustments during the term of this agreement except by mutual agreement of the parties.

## 3. Health and Safety

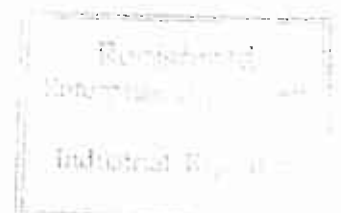
The Health and Safety of all people in the plant must be the first priority of everyone at all times.

Staff agree to actively support the company Safety Policy and also agree to wear safety boots in good repair at all times as well as adequate and safe clothing and other safety equipment supplied appropriate to the task in hand.

## 4. Hours

Full time staff will work a 40 hour week of five 8 hour shifts at ordinary time, Monday to Friday inclusive. This may include day, afternoon or night shifts.

Start and finish times may be varied, with adequate notice and agreement, to meet work requirements.



## 5. Part-time and Casual Employment

Part-time staff may be employed pursuant to the NSW Industrial Relations Act 1991.

Casual staff engaged specifically as such, will receive the appropriate rate plus a 15% loading in lieu of public holidays, sick leave, bereavement leave, and clothing supply. Casual employment is terminated at the end of the agreed period of hire.

## 6. Rates of Pay

Staff positions will be determined on the basis of skills achieved and maintained in the operation and/or maintenance of plant and equipment, including an understanding and application of hygiene, and health and safety principles to all work procedures.

If skills or the application of health and safety or hygiene principles are not maintained, then reclassification to a lower grade will occur, but not without consultation. All staff agree to undertake whatever work is assigned to them, consistent with their training and skills.

### Production Staff

	Year 1.	
	\$/40 hour week	\$/Hour
Plant Operator - grade 1:	\$480	\$12.00
Plant Operator - grade 2:	\$460	\$11.50
Plant Operator - grade 3:	\$445	\$11.125
Factory Hand	\$440	\$11.00

(see job descriptions following)

Juniors at a percentage of Factory hand rate

16 60%

17 75%

18 Adult Factory Hand Rate

Ratio: No more than one junior for every three adults employed

### Maintenance Staff

	\$/40 hour week	\$/Hour
Fitter/Welder	\$560	\$14.00
Plant Mechanic	\$560	\$14.00
Maintenance Hand	\$560	\$14.00

The above hourly rates shall be used in the calculation of all other entitlements in this agreement, eg. Overtime, shift loading, Annual Leave, Sick pay, Long Service Leave & etc.



## 7. Overtime

Any work in excess of 8 ordinary hours calculated on a daily basis Monday to Friday shall be paid at the following rates:

the first 2 hours at time and one half, and thereafter at double time.

If overtime is not continuous with ordinary time, then a minimum of 4 hours will be paid.

Saturday: the first 2 hours at time and one half, and thereafter at double time. After 12 noon all overtime to be at double time.

Sunday: all at double time.

Public Holidays: at double time plus the holiday.

For all public holidays, completion of previous day's shift at normal rates.

## 8. Allowances

Meal Allowance: \$6.00 per meal after 2 hours overtime, then after every 4 hours, if overtime not advised on previous day.

Shift Work: 22.5% for other than day work.

Special fitters allowance: \$30 per week payable to fitters who have the skills and experience to act on their own as the shift fitter and also to be called back in case of equipment breakdown.

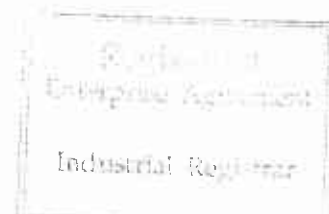
## 9. Rest/Meal Breaks

Day shift staff: unpaid 30 min for lunch, one 10 min paid tea break per shift.

Shift workers: paid breaks totaling no more than 20 mins per shift. These shall be taken at a time suitable to the process on which they are engaged; where necessary the shift supervisor will arrange to relieve continuous plant operators.

## 10. Flexi-Leave Accrual

For each eight ordinary hour day worked, staff shall be paid 7 hours and 36 minutes and shall accrue 24 minutes at ordinary rates of pay. This accrual will be available to be taken as leave or may be paid out. Untaken accrued entitlement will be paid out at the close of each calendar year.



## 11. Annual Leave

Shall be paid in accordance with the Annual Holidays Act. 1944. In addition, 17.5% leave loading will be paid after one years service. Leave shall be taken each year within six months from the date the leave becomes due.

## 12. Long Service Leave

Shall be paid in accordance with the Long Service Leave Act 1955.

## 13. Sick Leave

Entitlement for full-time staff shall accrue at the rate of: one week but not exceeding 40 hours, for the first year and, one week of forty ordinary hours plus three eight hour days for subsequent years.

Sick leave shall accrue to a maximum of 12 years from year of accrual, but shall not be drawn until the completion of the trial employment period.

Staff agree to advise the company as soon as practical on the day of their inability to attend work due to illness. The Factory Manager must be satisfied that the illness is genuine, but generally a single day absence requires no Doctors Certificate while longer periods will require a Doctors Certificate.

## 14. Public Holidays

Staff will be paid for the following designated public holidays provided they work their normal shifts either side of the public holiday, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Christmas Day, Boxing Day and New Years Day.

## 15. Jury Duty

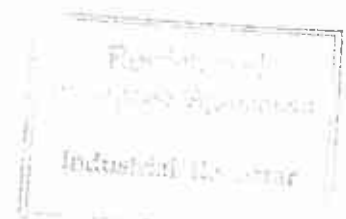
Staff will be paid the difference between their ordinary day rate of pay and the amount received from jury duty. Staff agree to advise the company as soon as practical of the date/s of their inability to attend work due to jury duty and to provide documentation of all relevant items.

## 16. Bereavement Leave

A maximum of two days paid leave to attend the funeral or to other matters arising from the death of a close relative (Parent, spouse, sibling, child).

## 17. Payment of Wages

To be weekly within two working days of the end of the working week (currently Wednesday) by EFT.



## 18. Workers Compensation

Subject to any restrictions by the workers compensation insurer, payment will be made to staff on the next pay day after the claim has been accepted in writing by the insurer and all necessary paperwork is received.

## 19. Dressing Rooms

Dressing rooms with individual lockers and hot and cold showers are to be provided by the company.

## 20. Clothing

Clothing will be supplied to staff, apart from casual employees (refer clause 5.), by the company initially and thereafter on an exchange basis only.

Washing and drying facilities will be provided by the company.

If employment is terminated during the trial period or within three months of receiving new clothing, half the cost of the clothing and boots supplied will be deducted from any money owing.

## 21. Terms of Engagement

New staff will be employed on a trial basis of not longer than three months. During this period their employment may be terminated at any time.

Staff may also be employed by agreement for a set or maximum period if the need arises.

Termination: one week's notice or one week's pay in lieu on either side. When employment is terminated for any reason prior to one year's service or, for serious misconduct the 17.5% annual leave loading will not be paid.

## 22. Redundancy

In the event that a position becomes redundant, staff will be advised and negotiations entered into based on statutory requirements.

## 23. Dispute and Grievance Settling Mechanism

A grievance should be resolved between staff and their supervisor in the first instance. Where a grievance remains unsettled, an individual or Yard Committee of two staff, will meet with the Factory Manager within 24 hours of a meeting being requested by either party, to settle any grievance or dispute.

If the dispute remains unresolved a mutually acceptable arbitrator shall be appointed. Finally, if a dispute or grievance can not be resolved, it shall be reported to the Industrial Registrar. While this procedure is being followed work shall continue as normal.



## 24. Job Descriptions

Staff will protect the quality of raw materials during receipt, in process through to end product dispatch and observe all safety procedures.

Staff will reliably perform the tasks described, in a "professional" manner.

### Production Staff

#### Plant Operator - Grade 1

Operate and have substantial experience operating, every item of equipment on each process line in the plant, including waste heat evaporator and end product handling systems from start-up to close-down, unsupervised, and be appointed to this grade.

#### Plant Operator - Grade 2

Operate and have substantial experience operating, at least one line of equipment in the plant including end product handling systems from start-up to close-down, unsupervised, and be appointed to this grade.

#### Plant Operator - Grade 3

Operate at least one line of equipment in the plant including end product handling systems from start-up to close-down, under supervision, and be appointed to this grade.

#### Factory Hand

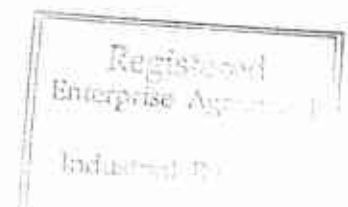
Carry out, under supervision specific and general tasks in and around the factory including cleaning of the factory, factory surrounds and all plant and equipment, unloading and loading of trucks, driving company trucks.

Margins may be negotiated for specific skills or duties.

### Maintenance Staff

#### Fitter/Welder

- repair any machinery, plant or equipment within the plant, in situ or in the workshop,
- supply and maintain in good order their own tool kit,
- maintain in good order company supplied tools and equipment,
- perform other tasks as required with-in the scope of their skills and training

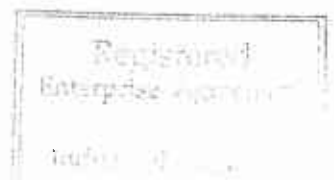


## Plant Mechanic

- maintain a greasing/lubrication schedule for all plant and equipment around the factory, the dams and the paddocks as required
- to advise the maintenance supervisor of any potential plant and equipment problems detected
- supply and maintain in good order their own tool kit,
- maintain in good order company supplied tools and equipment,
- to ensure effective and safe waste-water dispersion over the property within EPA guide-lines
- perform other tasks as required with-in the scope of their skills and training

## Maintenance Hand

- perform all tasks as required with-in the scope of their skills and training
- prepare surfaces and apply appropriate paint or coating according to coating manufacturers specifications as required

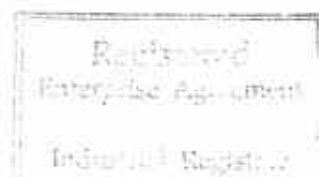




Schedule of Employees to be covered by an Enterprise Agreement  
 with A. J. Bush & Sons (Manufactures) Pty Ltd  
 of 45 Parramatta Road Homebush NSW 2140

as at : 19/01/99

Family Name	Given Names	Address		
1 Barrow	William John	81 Gardin Cres		Bligh Park 2756
2 Beha	Russel	1 Chester St		Blacktown 2148
3 Felsch	Robert Gordon	17 Salamaua Rd		Mt. Druitt 2770
4 Felton	<del>Lolie Arthur</del>	<del>20 Peter Plee</del>	terminat 13/1/99	<del>Bligh Park- 2756</del>
5 Geissler	Barry John	107 Crown St		Riverstone 2765
6 Gray	Leonard Arthur	38-40 Kurrajong Rd		Kurrajong 2758
7 Greentree	Geoffrey Alan	17 Sunnyside Cres		Nth Richmond 2754
8 Hough	Richard Gordon	35 Lennox St		Richmond 2753
9 King	Thomas John	9 Ottawa Close		Mt Pleasant 2749
10 Latimer	Roger	OK" Caravans	51 Terry Road	Riverstone 2765
11 Lenord	Peter Waldron	11 Florence Ave		Kurrajong 2758
12 Madigan	Myles Anthony	14 Pelican St		Schofields 2762
13 Maldonado	Christian	1 Leitch Av		Londonderry 2753
14 Mercieca	Sam	249 Vardy's Rd		Blacktown 2145
15 Mitchell	Norman	61 Gladstone Pde		Riverstone 2765
16 Nunn	Ralph Edward	3 Rosenthal St		Doonside 2767
17 Pearce	Malcolm George	98 Old Pittown Rd		Oakville 2765
18 Petersen	Valentine Mune	175 Northcott Rd		Lalor Park 2147
19 Salib	Fikry William Aziz	4 Mundin St		Doonside 2767
20 Sarsfield	Barry Joseph	16 West Pde		Riverstone 2765
21 Stadelmaier	Gerhard	66 Maslin Cres		Quakers Hill 2763
22 Swanson	Thomas Allan	115 Bennett Rd		Colyton 2760



for and on behalf of A. J. Bush & Sons (Manufactures) Pty. Ltd.

*[Signature]*  
Director

Date: ... 19/1/99 ...



*[Signature]*  
Secretary

Date: ... 19/1/99 ...

*[Signature]*  
William John Barrow

19/1/99  
Date

*[Signature]*  
Witness

*[Signature]*  
Russel Beha

19/1/99  
Date

*[Signature]*  
Witness

*[Signature]*  
Robert Gordon Felsch

19/1/99  
Date

*[Signature]*  
Witness

EMPLOYMENT  
Leslie Arthur Felton

TERMINATED  
Date

13/1/99  
Witness

*[Signature]*  
Barry John Geissler

19/1/99  
Date

*[Signature]*  
Witness

*[Signature]*  
Leonard Arthur Gray

19/1/99  
Date

*[Signature]*  
Witness

*[Signature]*  
Geoffrey Alan Greentree

19/1/99  
Date

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Witness

*[Signature]*  
Richard Gordon Hough

19/1/99  
Date

*[Signature]*  
Witness



*TJK*  
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Thomas John King

19/1/99  
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Date

*B. Loyer*  
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Witness

*R. Latimer*  
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Roger Latimer

19/1/99  
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Date

*B. Loyer*  
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Witness

*Peter Waldron Lenord*  
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Peter Waldron Lenord

19/1/99  
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Date

*B. Loyer*  
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Witness

*M. A. Madigan*  
.....  
Myles Anthony Madigan

19/1/99  
.....  
Date

*B. Loyer*  
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Witness

*Christian Maldonado*  
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Christian Maldonado

19/1/99  
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Date

*B. Loyer*  
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Witness

*S. Mercieca*  
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Sam Mercieca

19/1/99  
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Date

*B. Loyer*  
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Witness

*N. Mitchell*  
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Norman Mitchell

19/1/99  
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Date

*B. Loyer*  
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Witness

*R. W. Nunn*  
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Ralph Edward Nunn

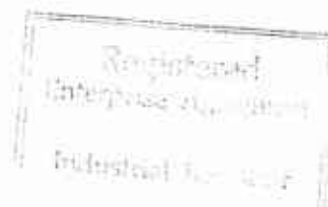
19/1/99  
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Date

*B. Loyer*  
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Witness

*M. G. Pearce*  
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Malcolm George Pearce

19/1/99  
.....  
Date

*A. J. Brown*  
.....  
Witness



Valentine Mune Petersen

19/1/99  
Date

Witness

Fikry William Aziz Salib

20/1/99  
Date

Witness

Barry Joseph Sarsfield

19/1/99  
Date

Witness

Gerhard Stadelmaier

19/1/99  
Date

Witness

Thomas Allan Swanson

23/1/99  
Date

Witness

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Individual Signatures