REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/107

<u>TITLE:</u> <u>Caroma Industries Limited Wetherill Park, Enterprise</u> <u>Bargaining Agreement 2005</u>

I.R.C. NO: IRC4/7168

DATE APPROVED/COMMENCEMENT: 10 January 2005 / 27 February 2005

TERM: 36

NEW AGREEMENT OR

VARIATION: Replaces EA01/47.

GAZETTAL REFERENCE: 6 May 2005

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Caroma Industries Limited, located at 300 Victoria Street, Wetherill Park, NSW, whether or not a member of the industrial organisations of employees listed in clause 3.2, who fall within the coverage of the following awards: Pottery Industry (State) Award, Metal, Engineering and Associated Industries (State) Award, and the Storemen and Packers, General (State) Award.

PARTIES: Caroma Industries Limited -&- the National Union of Workers, New South Wales Branch

CAROMA INDUSTRIES LIMITED, WETHERILL PARK, **ENTERPRISE BARGAINING AGREEMENT 2005**

1. Title

This Enterprise Agreement shall be known as the "Caroma Industries Limited, Wetherill Park, Enterprise Bargaining Agreement 2005".

2. Arrangement

2	angement.
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2.	Arrangement
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7 Day Roster -Kiln - Appendix A

7 Day Roster - Pressure Casting - Appendix B Pay rate - Casters in Pan Shop - Appendix C

3. Application and Incidence of Agreement and Parties Bound

This Agreement shall apply to and be binding on the following parties:

- 3.1 Caroma Industries Limited (the "Company");
- The following industrial organisations of employees: 3.2
 - 3.2.1 the Federated Brick ,Tile and Pottery Industrial Union of Australia, NSW Branch
 - 3.2.2 the National Union of Workers, NSW Branch

- 3.3 Weekly paid employees of the Company who are employed at the Company's operation at 300 Victoria Street, Wetherill Park who are bound by the terms of and perform work within the scope and incidence of the following Awards, whether or not a member of the industrial organisations of employees listed in clause 3.2.
 - (i) Pottery Industry(State) Award;
 - (ii) Metal and Engineering Industry (NSW) Award; and
 - (iii) Storemen and Packers General (State) Award.
- 3.4 This Agreement does not apply to monthly-paid, "Salaried Staff" whether or not they are a member of an organisation of employees listed in clause 3.2.
- 3.5 The parties bound by this Agreement have entered into the Agreement in the spirit of consultation and without duress.

4. Date and Period of Operation

This Agreement shall operate from the 27 February 2005 and shall remain in force until 27 February 2008.

5. Relationship to Parent Award

- 5.1 This Agreement shall be read and interpreted wholly in conjunction with the Pottery Industry (State) Award, the Metal and Engineering Industry (NSW) Award, and the Storemen and Packers General (State) Award, provided where there is any inconsistency between those Awards and this Agreement, this Agreement shall take precedence to the extent of the inconsistency.
- 5.2 This Agreement replaces and rescinds the "Caroma Industries Ltd, Wetherill Park, Enterprise Bargaining Agreement 2002" (IRC 3197 of 2002).
- 5.3 The Special Purpose Agreements made during the period of the "Caroma Industries Ltd, Wetherill Park, Enterprise Bargaining Agreement 2002" no longer have any effect.

6. Single Bargaining Unit

For the purpose of negotiating this Agreement a "Single Bargaining Unit" has been established. The parties involved in this Single Bargaining Unit include representatives from each of the industrial organisations of the employees that are a party to this Agreement.

7. Wetherill Park Plant - Outlook Goals

The parties to this Agreement are committed to:

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research & development
quality
safety & hygiene
training
stable & reliable workforce
continuous productivity improvements
employment processes - that procure skills and knowledge
customer service
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For this to be possible, each employee must:

commit themselves to behaviour and values that are commensurate with achieving these goals;

treat each other with mutual respect in a non-discriminatory environment that is safe and friendly;

be hard working;

share the work load; and

have a commitment to the customer that ensures that the quality of the product meets or surpasses the standards at each stage in the manufacturing process.

8. Quality

The parties are committed to achieving a productive, highly skilled, flexible workforce able to produce and distribute quality products at competitive cost.

All departments will encourage and strive for "Quality at the Source" whereby individuals have the responsibility for quality and are given the necessary tools to ensure their part of the process is done correctly first time. With respect to the casting operation, casters are required to prepare their ware suitable for glazing, without the intervention of any other employee.

Education sessions between departments will be conducted regularly to encourage a greater understanding of the whole manufacturing process and the consequence of poor work practices, and thereby improve quality and efficiency.

9. Work Analysis & Job Design

9.1 The parties agree to continue to analyse work activities with the aim of identifying barriers to continuous improvements and to propose solutions. As barriers are identified and possible solutions are suggested they will be referred to the appropriate committee or person for prompt action.

The issues and areas that may be analysed will include but not be limited to:

Productivity Quality Health & Safety

Efficiency Waste Minimisation

9.2 The parties agree to maximise the advantages of multi-skilling, new technology and improved flexibility as required by the business. Through consultation and participation the objective of the parties shall be to broaden and enhance job content through the use of a range of job tasks, knowledge and skills. Where job re-design and new technology is implemented the purpose shall be to improve the quality of work life for employees and to improve organisational efficiency and productivity.

10. Induction

New permanent employees shall be employed on the basis of a three (3) month probationary period.

New permanent employees will attend an induction session prior to commencing work, and will receive a copy of the Caroma Employment & Procedures Manual and the Induction & Safety Handbook.

This induction session will include but not be limited to the following:

Overall Organisation Structure of Caroma Industries Ltd.

Letter Of Appointment - Contents Explained

Health & Safety Policy

Accidents At Work - The Procedure

Rehabilitation and Return to Work Program

Alcohol & Drug Policy

Car Parking Policy

Harassment & Discrimination Policy

Termination Of Employment & Disciplinary Policy

New employees are required to acknowledge compliance by signing the employee statement.

11. Arrangements of Hours

11.1 The ordinary hours of work shall normally be between 6:00am and 6:00pm Monday to Friday inclusive; provided that the spread of ordinary hours may be altered where the Company and the majority of employees in the plant or section agree.

However an ordinary hours starting time earlier than the agreed spread of hours or an ordinary hours finishing time later than the agreed spread of hours may be fixed for an individual employee with that employee's consent or for a group of employees with the consent of the employees concerned.

All parties reaffirmed their commitment that the span of hours may be utilised to meet customer demands and to optimise the use of plant and equipment.

- 11.2 To meet business needs all aspects of flexibility of hours will be continually reviewed. Any changes to working hours will be discussed with employees through the consultative process. The issues will not be limited to, but include such changes as staggered hours, staggered shifts, additional shifts, spread of hours, averaging hours of work and working of longer ordinary hours.
- 11.3 Employees are required to be at their designated work stations at the stipulated start and finish time. This is referred to as bell to bell manufacturing, whereby operators should be at their work station at the start of the shift before the bell sounds. They are not to leave their work station for either the 10 minute rest period or 30 minutes lunch period prior to the sound of the bell. Return to work from break should commence immediately the bell sounds.
- 11.4 Subject to the provisions of this clause ,hours of work may be varied on seven days notice or by a shorter period of notice as agreed with employees.
- 11.5 The parties agree that personal wash-up time is not provided to employees during working time.
- 11.6 7 Day Roster
 - (a) A 7 day roster will be worked in Kiln Operation in accordance with Appendix A and in Pressure Casting in accordance with Appendix B.
 - (b) The 7 day operation will continue to operate dependent on business requirements
 - (c) If the company decides to cease 7 day operation consultation and notice will be provided in accordance with the provisions of Appendix A and B respectively.

12. Special Purpose Agreement

Occasionally the Company may require operating flexibility that is not covered by the applicable Awards (Refer to Clause 3) or this Agreement. The reasons for this may include but not be limited to:

Production peaks due to large export or domestic orders

Divisional rationalisation

To facilitate these requirements the Company may recommend a Special Purpose Agreement that takes precedence over both the Awards and this Agreement.

This type of agreement may cover but not be limited to:

Extension To Labour Hire Requirements

Hours Of Work

Scope Of Work

Shifts

A meeting will be held between the parties (The Consultative Committee, Union Delegate/Organiser & Management) to discuss the issues.

Approval for any Special Purpose Agreement will be based on a majority vote (in favour) of 65% or more of the shop floor employees.

13. Labour Hire Personnel

The following clause applies to the hiring of labour hire personnel for production work only.

It is the Company's intention to use permanent employees in preference to labour hire personnel. However, in the event the Company engages labour hire personnel, it will be based on the following procedure.

It is agreed that labour hire personnel may be utilised as necessary to satisfy business needs. The Consultative Committee will monitor the use of labour hire personnel to ensure that it is consistent with the productivity goals of the Company, but shall be no more than 20% of the Permanent Production workforce or a maximum of 35 labour hire personnel. However, in certain circumstances (Refer to Special Purpose Agreement clause) the limit may be increased.

Where a labour hire person's engagement extends to a period of six (6) months, that person may be considered for appointment to a permanent position.

Appointment to a permanent position will be subject to a satisfactory medical examination and previous employment reference check.

If a labour hire person is made permanent after 6 months then the 3 months probationary period for new permanent employees will not apply. However for Labour Hire personnel with less than 3 months service the 3 months probationary period will apply. For 4 months a 2 month probation will apply and for 5 months a 1 month probation will apply.

The use of labour hire personnel will be determined by management and in response to an identified business need. Where this need has been identified, affected employees will be notified and consultation will take place.

No permanent employee shall be transferred to casual status.

NOTE:

Where labour hire personnel are engaged the Company will advise the Contractor of our shop floor rate of pay and ensure this is the basis for payment of labour hire personnel wages. The hourly rate for labour hire person will be calculated by dividing the appropriate weekly ordinary time rate by 37.5 plus a 15% loading to cover sick leave, public holidays etc. plus a 1/12 payment for annual leave.

14. Procedure for Changes in Rates of Pav

This clause applies when an employee's rate of pay is to change, for example, when an employee is promoted or moves from one position to another within the Wetherill Park Wage Structure and that change results in a change in rate of pay. This clause has no application in relation to the wage increases set out in Appendix C.

- 14.1 Supervisor will recommend pay increases based on, but not limited to, the following:
 - (a) Quality, Skill level and number of pieces processed

The performance indicators are:

Clay Loss

Firing Performance

Overall Yield

Number Of Pieces Processed

Information From Faults Analysis Reports

(b) Personal Performance

Timekeeping

Housekeeping

Safety Awareness - including wearing Personal Protective Equipment

- 14.2 The supervisor will raise the appropriate Personnel Authority Form and forward to the Manufacturing Manager for approval.
- 14.3 The Manufacturing Manager on receiving the form will investigate general performance and absenteeism levels.
- 14.4 If satisfied the Manufacturing Manager will forward the form to the NSW V.C. Manager for final approval
- 14.5 If approved the Manufacturing Manager will forward the form to the pay office for processing
- 14.6 If the application for pay rise is rejected the Manufacturing Manager will discuss the reason for rejection with the operator concerned and inform them of areas of improvement.

This process will take no longer than 2 weeks.

Where approval of the pay rise is received the pay increase will be backdated to the date of origin (That is the date the supervisor raised the form)

If the process takes longer than 2 weeks the Manufacturing Manager will explain the reason to the operator concerned.

15. Smoke Free Workplace

The NO SMOKING WORKPLACE POLICY has been in place at Wetherill Park since August 1992.

Employees found to be smoking within the enclosed area of the factory or associated buildings or at times other than the authorised rest periods, will be counselled and officially warned (see disciplinary system).

The change/locker room & toilets are part of the building and smoking is prohibited in those areas at all times, employees found smoking in these areas will automatically proceed to a final warning.

The Company undertakes to hold QUIT courses to help smokers who genuinely want to give up the smoking habit.

During 2005 designated smoking areas will be determined and smoking will only be permitted in these areas during authorised break times.

16. Housekeeping

Good Housekeeping is the essential basis of a safe working environment.

All employees agree to maintain a high standard of housekeeping at the Wetherill Park site as per company requirements.

Each individual agrees to keep their respective work area tidy.

Each department agrees to maintain a high standard of housekeeping.

Where necessary a Housekeeping Committee will be formed to investigate problem areas and make recommendations for improvement.

Therefore:

If you drop it pick it up immediately

If you sweep it pick it up immediately

If you see it pick it up immediately

This includes lunch wrappers, food scraps and all work related materials.

17. Training Allowance

Note: A copy of the document setting out the Wetherill Park Wage Structure is held in the Pay Office. In reference to the Wetherill Park Wage Structure, "Top Money" by classification for all departments, includes the responsibility of training (if required).

NOTE: Where practical, supervisors will firstly allocate trainees to employees on "Top Money" by classification by department.

Casting - (Refer to Battery Casting, Open Pan & Manual Casting, Wetherill Park Wage Structure)

- 17.1 For casters who are on a lower wage classification (other than "top money") and are required to train other personnel, the following will apply:
 - (a) Their wage will be increased to the next wage classification for the duration of the training assignment.
 - (b) The duration of the training assignment will be specified by the supervisor.
 - (c) Once the training assignment has been completed the pay office will ensure the caster's wages are returned to the prior classification.

18. Security Procedure

In respect to security procedures at Wetherill Park, refer to the document entitled "Security Procedure - Caroma Industries Limited - Wetherill Park".

19. Payroll Deduction of Union Fees

For union members, the Company will, with the signed authority of the employee, make payroll deduction facilities for union contributions.

The amounts deducted will be forwarded to the appropriate union monthly, together with the information (regarding deductions) required to enable the Union to satisfy its obligations under the NSW *Industrial Relations Act* 1996.

20. Occupational Health & Safety

Management hold in high regard the Health & Safety and welfare of its employees.

The need to achieve complete safety in all its operations is a major management objective and towards this end shall:

Maintain an Occupational Health & Safety Management System consistent with NSW Workcover requirements.

Review the Occupational Health & Safety Management System as part of a continuous improvement process and move towards best practice

All employees agree to participate in and support the programme during the duration of this agreement.

The parties agree to participate in:

training;

timely reporting of injuries;

identification of hazards; and

providing improvement suggestions.

21. Performance Indicators

The parties to this Agreement are committed to the use of Performance Indicators as a means to track productivity and efficiency improvements within all areas including but not restricted to manufacturing, warehouse distribution and maintenance over the term of this Agreement.

This process commenced in October 1996.

Performance based indicators are in place.

The Consultative Committee will monitor KPI's.

The Consultative Committee's scope will include:

recommending relevant shop floor training;

measurement method;

target setting; and

establishment of base performance measures.

22. Communication

In addition to existing methods such as through the Site Consultative Committee, and the Occupational Health & Safety Committee, the Company agrees to regularly provide information to employees on:

Health & Safety Performance

Departmental Performance

Production Problems

Quality

Warranty (After Sales & Service Costs)

23. Redundancy

23.1 Notice of Termination

As per the relevant Award's requirements or payment in lieu thereof.

23.2 Redundancy Criteria

The Company undertakes to ask for volunteers for redundancy, but reserves the right to determine the selection of employees for redundancy in order to retain essential skills, maintain operational requirements and to minimise the economic effect of redundancy on the Company.

Volunteers for redundancy will not automatically be granted redundancy.

Where the number of volunteers fall short of the number of positions to be made redundant then the criteria for selection will be based upon the nature of the work skills required to meet the job and other skills held and the performance of individual employees.

Redundancy will be paid according to the Severance Pay Schedule (Clause 23.3).

23.3 Severance Payment

Payment will be made in accordance with the following table:-

Years of Service	Entitlements in Weeks	
	Under 45	Over 45
Less than 1 year	0	0
(1) year but less than (2)		
(2) years but less than (3)		
(3) years but less than (4)		
(4) years but less than (5)		
(5) years but less than (6)		
(6) years but less than (7)		
(7) years but less than (8)		

- 23.4 For the purpose of the above Table "Weeks Pay" means the employee's ordinary rate of pay, at the time of redundancy ,including any shift loadings and penalty rates relating to 7 day roster
- 23.5 Payments will be capped at 78 weeks pay irrespective of years of service.
- 23.6 All untaken sick leave "credit" will be paid out in full.
- 23.7 All outstanding entitlement to annual leave, including leave loading, will be paid in full.
- 23.8 Payment of pro rata long service leave will be made where continuous service exceeds five (5) years.

24. Avoidance of Industrial Disputes

The objectives of this procedure shall be to promote the resolution of disputes by measures based on consultation, cooperation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to customer service, performance of work and consequential loss of production and wages. While this procedure is being followed, work shall continue normally.

- (a) Employees with a grievance should, in the first instance, discuss the matter with their immediate Supervisor. If the matter is not satisfactorily resolved at that level then the employee should approach successive levels of Management. Employees may be represented by the delegate if the person wishes.
- (b) If the matter remains unresolved or the employee is not satisfied with the outcome, a union organiser can be invited to discuss the matter with the Company.
- (c) If the matter remains unresolved the parties may seek the assistance of the NSW Industrial Relations Commission.
- (d) Sensible time limits shall be allowed for the completion of the various stages of the discussion. At least twenty four hours should be allowed for discussions to commence.
- (e) Management shall ensure that all practices applied during the operation of this procedure are in accordance with safe working practices and consistent with established custom and practice on the site.

If a dispute fails to be resolved and industrial action takes place in the form of a strike and withdrawal of labour, the parties agree that the plant shall be left in a safe condition ,before the withdrawal of labour, so as not to cause product (ware) losses from any part of the plant's operations.

25. Not to Be Used as a Precedent

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits of this site in any other plant or enterprise.

26. Review of Agreement

Parties to this Agreement will continuously monitor its application in the workplace to ensure effective implementation through the established Site Consultative Committee. The review of the agreement will take place every 2nd meeting. This will be a mandatory agenda item for discussion.

Where required, corrective action will be developed utilising a planned approach, teamwork and consultation. A third party may be invited by the Consultative Committee to assist with the process.

27. Wage Increases

- 27.1 The wage increases prescribed by this clause shall be applied to an employee's ordinary pay rate. "Ordinary pay" shall mean the employee's award rate plus over award payment (ie base rate pay for an ordinary working week). The ordinary pay rate for each employee prior to the commencement of this Agreement is recorded in a written form in the wages records of the Company which will be maintained at the Company's office.
- 27.2 The wage increases during this Agreement will be as follows:
 - 4.5% increase to commence from 17/12/04
 - a further 5.0% increase on the 1st pay period to commence on or after 27/2/06; and
 - a further 4.5% increase on the 1st pay period to commence on or after 27/2/07.
- 27.3 The parties bound by this Agreement will seek no additional wage increases other than those referred to above during the term of the Agreement, except where consistent with State wage fixing principles of the NSW Industrial Relations Commission and this Agreement.

This does not include wage adjustments due to promotion or re-classification which will be in accordance with established site pay rates.

27.4 Shift allowances will be paid as follows Afternoon Shift 15%

Night Shift - 30%

27.5 Pay Rate - Casters in Pan Shop - see appendix C.

28. Renewal of Agreement

The parties agree to commence discussions on the replacement of this Agreement at least 90 days prior to its expiration or at any other time as agreed by the parties. If no agreement is reached by the date of expiry, the measures and payments set out in this Agreement will continue until a new enterprise agreement is reached.

29. Superannuation

In relation to superannuation contributions to be paid by the Company, the Company is committed to meeting its obligations under the *Superannuation Guarantee Charge Act* (SGC). During the life of this Agreement the Company will make superannuation contributions on behalf of employees in accordance with the Australian Tax Office ruling SGR 94/4.

As per the current legislation, Caroma Industries Limited is obliged to pay a minimum superannuation of 9%.

The Company (Wetherill Park Site) will offer a choice of Superannuation Funds to new employees. They will be offered membership of the Australian Public Superannuation Fund or CBUS, CBUS will be the default fund

Salary sacrifice for part or all of the scheduled increases will be made available to employees in the 2005/06 financial year.

The undersigned parties approve the terms contained in this Agreement and agree that it gives effect to the agreement reached between them.

I am the Manager - N.S.W. Vitreous China Division, of Caroma Industries Limited, Wetherill Park, and am authorised to approve the terms contained within this Enterprise Agreement on its behalf and have approved those terms on its behalf.

For Caroma Industries Limited

dated

I am an officer of the Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch and am authorised by the Committee of Management of the Organisation to approve the terms contained within this Enterprise Agreement on its behalf and have approved those terms on its behalf.

dated

For the Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch.

I am an officer of the National Union of Workers, New South Wales Branch and am authorised by the Committee of Management of the Organisation to approve the terms contained within this Enterprise Agreement on its behalf and have approved those terms on its behalf.

dated

For the National Union of Workers - New South Wales Branch

APPENDIX A

7 DAY ROSTER - Kiln Operation

ROSTER SYSTEM

- 1. The shift system to be worked is a 6 days on 3 days off, afternoon/night, rotational shift.
- 2. Other 7-day systems may be implemented by agreement between the company and a majority of the members concerned.
- 3. Reversion to the old pay system may occur provided that a minimum period of one month is given as notice. Payment of the shift rate will continue for the period of Notice or to the completion of the nearest ½ cycle, whichever is the greater.
- 4. Swapping of shifts is allowed by arrangement between the employees themselves and subject to notification to the supervisor; provided that there is no cost penalty to the employer. For example, an employee on afternoon shift swaps with an employee on night shift both employees receive their normal payment for that week. The same applies to people swapping days where one is a public holiday. Employees swapping are expected to make their own arrangements for 'squaring off'.
- 5. On weekends when the kiln is paused change of shift hours may be arranged subject to notification to the supervisor.

WAGES

- 6. Wages will be averaged over the 18 week cycle. Slips will show hourly rate and hours paid.
- 7. Wages will be inclusive of the hourly rate, shift allowances, overtime that is part of the rostered hours of work and weekend penalties.
- 8. For the above system, employees will be paid 54.33 hours per week (see below).
- 9. Employees rostered to work on public holiday will be paid at time and one half. That is, they will receive 12 hours extra pay at the base rate on the holiday worked.
- 10. Employees not rostered to work on a holiday will receive 7.5 hours extra pay at the base rate.
- 11. Superannuation will be paid at the relevant percentage of 54.33 hours.

OVERTIME

- 12. Overtime worked on days where an employee is rostered off is permitted but an employee should try to have a minimum of two consecutive days off. The overtime will be paid at double time.
- 13. Overtime worked at the end of a shift that starts on a Friday N/S, Saturday A/S & N/S or Sunday A/S will be paid at double time, all other overtime worked will be paid at the normal rates.

BREAKS

14. There will be one paid 10 minute tea break and one paid 30 minute crib break which will be counted as time worked.

LEAVE

- 15. Annual leave is 5 weeks per year. A week being 5 days.
- 16. Annual leave loading is 17.5%.
- 17. A 'day' for leave purposes is 7.5 hours.
- 18. Sick leave is 8 days.

- 19. Bereavement leave is two days.
- 20. Long Service leave is paid at the average pay rate with no leave loading.
- 21. Unpaid leave will result in a deduction of payment for the number of hours not worked at the average pay rate.

AVERAGE PAY SYSTEM CALCULATION

The roster is an average 38 hours per week worked over a 18 week cycle. A total of 684 hours worked. The number of ordinary hours worked in the cycle is 468, leaving 60 hours to be paid at time and a half and 156 hours to be paid at double time.

Shift allowance equivalent hrs:	108
Normal Hrs worked	468
There are 36 hrs at time and one half: $60 \times 1.5 =$	90
There is 174.5 hrs at double time : $156 \times 2 =$	312
	978

An average of 54.33 hrs/week

SHIFT HOURS

Monday - Sunday A/S	(2pm to 10pm)
Monday - Saturday N/S	(10pm to 6am)
Sunday N/S	(8pm - 6am) (2hrs overlap with Sun A/S for filters)

APPENDIX B

7 DAY ROSTER - PRESSURE CASTING

ROSTER SYSTEM

- 1. The shift system to be worked is a 4 days on 4 days off, 2day/2night, rotational shift of 12 hours per shift. The roster is that contained in the Roster book on page 20.
- 2. Other 7-day systems may be implemented by agreement between the company and a majority of the members concerned.
- 3. Reversion to a 5-day system may occur provided that a minimum period of one month is given as notice. Payment of the shift rate will continue for the period of Notice.
- 4. Swapping of shifts is allowed by arrangement between the employees themselves and subject to notification to the supervisor; provided that there is no cost penalty to the employer. For example, an employee on day shift swaps with an employee on night shift both employees receive their normal payment for that week. The same applies to people swapping days where one is a public holiday. Employees swapping are expected to make their own arrangements for 'squaring off'.
- 5. Employees may agree to swap shifts where one employee is rostered on and the other is rostered off provided that there is no cost to the company (no overtime paid to the person who was rostered off), again, employees swapping are expected to make their own arrangements for 'squaring off'.

WAGES

- 6. Wages will be averaged over a cycle. Slips will show hourly rate and hours paid.
- 7. Wages will be inclusive of the hourly rate, shift allowances, overtime that is part of the rostered hours of work and weekend penalties.

- 8. For the above system, employees will be paid 63 hours per week. see below.
- 9. All overtime will be paid at double time.
- 10. Employees rostered to work, and who work, on a public holiday will be paid at time and one half. That is, they will receive 18 hours extra pay on the holiday worked.
- 11. Employees rostered to work on a public holiday but no work available will be paid 12 hours ordinary time.
- 12. Employees not rostered to work on a public holiday will receive 7.5 hours extra pay in addition to their weekly pay.
- 13. Superannuation will be paid at the relevant percentage of 63 hours.

OVERTIME

- 14. Overtime should not be worked after a normal shift except where absolutely necessary and no employee can be compelled to work overtime after a normal shift.
- 15. Overtime worked on days where an employee is rostered off is permitted but an employee should have a minimum of two consecutive days off.
- 16. Employees will make themselves available for work on days rostered off provided a suitable call out system and roster is agreed.

BREAKS

17. There will be one 10 minute tea break and two 20 minute crib breaks which will be counted as time worked.

LEAVE

- 18. Annual leave is 5 weeks per year by roster or projected roster.
- 19. Annual leave loading is 17.5% or average pay whichever is higher.
- 20. A 'day' for leave purposes is 12 hours at the average pay rate.
- 21. Sick leave is 8 days.
- 22. Bereavement leave is two days.
- 23. Long Service leave is paid at the average pay rate.
- 24. Unpaid leave will result in a deduction of payment for the number of hours not worked at the average pay rate.

AVERAGE PAY SYSTEM CALCULATION

The roster is an average 42 hours per week worked over a 8 week cycle. A total of 336 hours worked. The number of ordinary hours that can be worked in the cycle is 304, leaving 32 hours to be paid at time and a half. This equates to 48 hours paid.

The shift allowance is currently paid at 0 for day shift, 15% for afternoon shift and 30% for night shift. This is 15% over 24 hours. This equates to 42 hours over the roster..

Extra time:	48
Shift allowance:	50.4

There are 4 Sundays @ double time = 96 hours.	96
There are 4 Saturdays @ time and a half = 72 hours	72
There are 10 Night shifts: $10 \times 12 = 120$	120
There are 10 Day shifts: 10 x 12 = 120	120
	506.4

506/8 = 63 hours paid per week.

APPENDIX C

Pay Rate - Casters in Pan Shop

- a) The pan casting operation, equating to approximately 35 casts per man/per day shall be done in 'normal' time i.e. 7.5 hours.
- b) Pan casters shall have access to a higher hourly rate than is currently awarded as Group 26. Refer to the Record of Wages (held in pay office). The new rate is Group 30

The parameters for this wage structure will be formulated by a work group comprising Managers, Supervisors and casting employees.

The basis of the structure will be according to, but not limited to the following requirements:

a) Work shall be completed in 7.5 hours.

- b) Performance will be based on approximately 35 piece/man/day.
- c) Performance will be evaluated over the mould life which is currently 80 casts.
- d) Increases will be determined by caster best performance, operational ability (no errors), attendance and OH&S compliance.
- e) Reductions will occur when less than 35 pieces/man/day are cast and/or 'caster best' performance falls below that required for that hourly rate to be paid. Operational ability, attendance and OH&S compliance performance will also be evaluated.

With the exception of employees undergoing training or a return to work program, employees will only be paid a wage rate applicable to the job they are currently performing.

In the event of a transfer to a lower paid job caused by, but not limited to, the employees' skills becoming redundant (e.g. technological change), or lack of competence in that job, employees will be paid at the applicable rate for the new job after a period of four weeks.