

ENTERPRISE AGREEMENT

NO: E.A. 291 /1993

DATE REGISTERED: 20-9-93

PRICE: \$ ~~26~~-00

COOPER BROS ENTERPRISE AGREEMENT MAJOR FEATURES

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MAJOR FEATURES

The Cooper Bros Enterprise Agreement has been made with the aim of eliminating the differences caused by the application of four different awards and thereby allowing;

- . The work to be organised so that there are no demarcations or barriers to any employee performing any work carried out by the Company.
- . Skill development and training to be flexible and efficient.
- . Productivity to be maximised through the formalisation of the existing bonus system.
- . Working hours to be flexible, allowing employees and the Company to meet specific needs and agree on the most satisfactory hours.
- . Existing over award wage rates to be rationalised and increased by approximately 1.5%.
- . Wage rates to be increased annually during the agreement by at least the same percentage as any increase in the appropriate classification in the awards which previously covered the employees.
- . Penalty rates to be applied flexibly, in accordance with the flexible working hours.

**COOPER
BROS**

ENTERPRISE

AGREEMENT

April 1993

18 May 1993

COOPER BROS ENTERPRISE AGREEMENT

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11 April 1993

PARTIES TO THE AGREEMENT

1. This Enterprise Agreement, made in pursuance of the NSW Industrial Relations Act 1991, Sections 115-142, is between:

Cooper Bros Pty Ltd of 381 Liverpool Road, Ashfield, NSW,
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and

The employees of Cooper Bros Pty Ltd employed in occupations associated with the manufacture, sale and distribution of plaster casting and other building lining products.

TITLE OF THE AGREEMENT

2. This Agreement shall be known as the:

COOPER BROS ENTERPRISE AGREEMENT

EMPLOYEES COVERED

3. This Agreement shall apply to all employees of Cooper Bros Pty Ltd, engaged in the manufacture, sale or delivery of plaster products manufactured by the Company or its suppliers.

DURESS

4. No party to this Agreement entered into it under duress.

PURPOSE

5. It is recognised by the employees and the Company that only by working together to achieve maximum productivity and flexibility can they mutually ensure that the enterprise will be successful, thus providing job security and satisfaction.
6. This Agreement will enable work to be undertaken in the most efficient manner and at the same time offer all employees the opportunity to improve their skills in all of the operations undertaken by the Company.
7. It is the intention that all involved will be able to independently carry out their work and be responsible for its quality, thus allowing the company to provide quality assurance to its clients.

APPLICATION OF AGREEMENT

8. This Agreement regulates totally the terms and conditions of employment previously regulated by any of the following awards:
- a. Plasterers, Shop Hands and Casters (State) Award
 - b. Clerks (State) Award
 - c. Transport Industry - Mixed Enterprise Interim (State) Award
 - d. Shop Employees' (State) Award.

TERMS AND CONDITIONS OF EMPLOYMENT

CONTRACT OF EMPLOYMENT

9. Employees shall be classified as either:
- a. Full-time employees engaged on a weekly hire basis,
 - or,
 - b. Casual employees engaged on an hourly hire basis, with a minimum of two hours per shift.

CLASSIFICATIONS

10. Each employee is to be classified into one of the following occupations and is to be advised of that classification in advance. Employees may be reclassified from time to time.
- a. **Operator:** A person who performs any task associated with the manufacture of plaster goods.
 - b. **Operator's Assistant:** A person who assists an operator in the manufacturing of plaster goods or carries out any other general duties.
 - c. **Trainee Operator:** A person who over a three year period is taught all aspects of the work of an operator and on completion of three years is eligible for regrading as an operator. Usually, trainee operators will commence work as juniors, but adults are not precluded from working as trainees.
 - d. **Distributor:** A person whose primary duties include receipt, handling, delivery and despatch of goods/products.

- e. Sales Clerk: A person whose primary duties include handling all sales enquiries, counter sales, sales administration and general clerical work.
- f. Supervisor: A person who is responsible for supervising all operations and distribution work and who relieves company management as required.

NOTE: It is the intention of the parties that all employees should understand and train in the basic skills of all other employees in the company, so as to ensure maximum flexibility and productivity.

WAGES

11. The minimum weekly wage rates shall be:

- | | |
|--------------------------|--------------------|
| a. Operator: | \$475.00 |
| b. Operator's Assistant: | \$356.00 |
| c. Trainee Operators: | 1st year: \$220.00 |
| | 2nd Year: \$325.00 |
| | 3rd Year: \$400.00 |

(Note: A trainee operator aged 18 years or older shall be paid not less than \$325.00)

- | | |
|-----------------|----------|
| d. Distributor: | \$450.00 |
|-----------------|----------|

(Note: a distributor who performs casting work shall receive an extra \$1.00 for each equivalent cast).

- | | |
|-----------------|----------|
| e. Sales Clerk: | \$430.00 |
| f. Supervisor: | \$550.00 |

CASUAL EMPLOYEES

12. Casual employees, other than sales clerks and distributors, shall be paid per hour: one fortieth of the rate set out in the Clause 11 for the type of work being performed. Casual sales clerks shall be paid per hour: one thirty-eighth of the rate set out in Clause 11 e, plus 5%. Casual distributors shall be paid one fortieth of the rate set out in Clause 11d, plus 10%. In addition all casual employees shall be paid one twelfth (8.33%) extra as required by the Annual Holidays Act.

ADJUSTMENT OF RATES

13. The pay rates included in this agreement shall be adjusted annually by no less than the same percentage change as has occurred in the pay rates set out in the awards as shown below;

- | | |
|--------------|---|
| a. Operator: | Plasterers, Shop Hands and Casters (State) Award, for the classification of Caster. |
|--------------|---|

- b. Operator's Assistant: Plasters, Shop Hands and Casters (State) Award, for the classification of Cornice Machine Operator.
- c. Distributor: Transport Industry - Mixed Enterprise (State) Award for the classification of Driver Grade 3.
- d. Sales Clerk: Shop Employees (State) for the classification of Shop Assistant.
- e. Supervisor: Plasterers, Shop Hands and Casters (State) Award for the classification of Caster.

COMPANY BONUS

14. Quality assurance and customer service are integral parts of the Company's operations. The minimum rates of pay set by this agreement exceed those which would be payable under industrial awards which might otherwise apply. In addition, it is recognised that company staff need to work flexibly and maintain high standards if the company is to remain competitive. To encourage the high standards needed, a bonus of up to \$55 per week is available to production and distribution staff; it is expected that staff generally will achieve the bonus eligibility requirements.

PRODUCTION BONUS SPECIFICATIONS

15. It is agreed that quality must be maintained to a high standard and that operators are responsible for the quality of their own work. Providing an operator meets all the specifications, a Company Bonus of \$11.00 per day shall be paid. The specifications are:
- a. All products must comply with the daily work list specifications for pattern, size and quantity.
 - b. All products must be free from surface defects.
 - c. All products must be of uniform thickness.
 - d. The minimum daily production is achieved in accordance with paragraphs 22 to 26.

DISTRIBUTION BONUS SPECIFICATIONS

16. A Distribution Bonus of \$11.00 per day will be paid to each distributor as compensation for the distributor making every effort to ensure that customer service is of a high order. This may involve taking meal breaks at times convenient to work requirements and reducing the duration of meal breaks when necessary to meet work schedules. The bonus is in lieu of overtime or penalty rates which might otherwise have been payable for variations to meal breaks. The following points are integral to achieving a high level of customer service:

- a. All deliveries are to be made in accordance with the daily work schedule which may be varied on short notice to meet customer needs.
- b. Care will be taken to ensure that Company products are not damaged during receipt, storage and delivery.
- c. Vehicles will be kept clean and tidy at all times and all minor (non mechanical) servicing will be carried out regularly.

HOURS OF WORK

17. "Normal hours of work" means the hours worked without payment of overtime or penalty rates.

a. Production/Distribution Employees:

Normal hours of work shall be between 6.00 a.m. and 7.00 p.m. Monday to Saturday.

b. Sales/Clerical Employees:

Normal hours of work for sales/clerical employees shall be between 7.00 a.m. and 5.30 p.m. Monday to Saturday.

NOTE: It is agreed that all persons employed at the time of making this agreement shall continue to work their current hours unless it is agreed in writing by the Company and an employee to vary those hours. It is noted that the Company has no specific plans to change trading or working hours but this agreement provides flexibility, both for future expansion and to meet the needs of individuals.

18. Normal hours of work usually will be 8 hours per day, but may be up to 10 hours per day to meet the needs of the business.

19. When an employee works more than 40 normal hours in one week that employees may be given time off, equal to the excess over 40 hours, at any time in the following four weeks. If time off is not granted, overtime shall be paid for all work in excess of 40 hours.

NOTE: For sales/clerical employees substitute "38" wherever "40" appears in this clause.

20. Where practical, any time off for hours worked in excess of 40 shall be granted immediately before, or immediately after a usual non-working day, e.g. a Sunday or public holiday.

WORK SCHEDULE FOR PRODUCTION EMPLOYEESPRODUCTION OPERATORS

21. The parties recognise that maximum production flexibility will be obtained by allowing employees to work at their optimum pace. In order to ensure that high productivity is maintained, it is agreed that a minimum production quantity shall be set for each days work. Once that quantity is achieved (including ancillary work and house-keeping), employees shall be able to cease work for the day without loss of pay.
22. Based on the experience of the parties, the minimum daily production quantity is set at 23 casts. In addition, maintaining the cleanliness of all production areas is part of the normal daily production.
23. The basic unit of production is one cast, which is defined as the cast of a cornice of 3.5 metres length.
24. To achieve the minimum daily production quantity an operator must make 23 casts, of average length 3.5 metres. A daily total of the equivalent of 80 metres must be cast.
25. When casting products other than cornices, the following scale shall be used to determine an *EQUIVALENT CAST*, that is a quantity equivalent to a standard cornice:
 - a. Any one ceiling panel (900 x 900 mm)
= one half cast
 - b. Carcoar and Glebe 4.8 & 4.2 m. lengths:
5 units = 7 casts
 - c. Centre Nos 1, 2, 3, 6, & 8 = one cast
 - d. All other centres = one half cast
 - e. M25, C21, 490, Balmain, Rocco, all Scotias & Cover Moulds = one half cast
 - f. No 3 Boss: four units = one cast
 - g. Fibrous plaster sheets 2400 x 1200 mm = one cast
26. It is agreed that vents are to be manufactured as an ancillary product to equivalent casts, in sufficient quantities to maintain Company stocks. The Company shall advise production operators of the type and quantity of vents required.
27. Any production required by management in any one week which exceeds the total of five days normal daily production shall be paid for at the rate of time and one half, based on three equivalent casts equalling one hours work.

PAY

28. Employees may be paid by cash, cheque, or bank transfer. Full time employees will be paid on Thursday of each week.
29. Casual employees will be paid on Thursday for all work in the preceding week, if they are rostered for duty on the Thursday.
30. If not rostered for duty on the Thursday, casual employees will be paid on the last day they work prior to the Thursday.
31. The pay week is from Thursday to Wednesday but overtime worked on a Wednesday may be paid in the following week's pay.

TIME AND WAGE RECORDS

32. The Company will maintain a record of the hours worked by each employee and the wages paid to that employee.

MEAL BREAKS AND REST PAUSES

33. Employees shall be allowed a 10 minute morning tea break, without loss of pay, at a convenient time.
34. Distributors shall be allowed one hour and all other employees 30 minutes for a meal break between the hours of 11.00 a.m. and 2.00 p.m. The time taken for a meal break shall not count as hours worked.
35. The employee and the company may agree that a crib break of not more than 20 minutes shall be substituted for the meal break. Where a crib break is substituted for the meal break, the crib break shall count as time worked.
36. Meal and crib breaks shall be taken at a mutually convenient time, which coincides with a convenient break in the work at hand.

OVERTIME

37. Overtime shall be paid at the rate of time and a half for the first four hours and double time thereafter.

PENALTY RATES

38. Where it is necessary for the company to perform work outside the span of hours provided in the hours of work clause, employees may be rostered to perform shifts. For any work commencing before 6.00 a.m., or finishing after 7.00 p.m., Monday to Saturday, a loading of 20% shall be paid.

SUNDAY WORK

39. All work on a Sunday shall be paid at the rate of double time.

PUBLIC HOLIDAYS

40. Full time employees shall be entitled to the following days off with pay: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and all proclaimed public holidays for the State of NSW.
41. An employee required to work on a public holiday shall receive double time for all hours worked, with a minimum payment for two hours of work.
42. A full time employee, who without prior permission of the company or without reasonable cause, is absent on the last working day before, or the first working day after, a public holiday, shall not be entitled to payment for that public holiday, or series of public holidays. In the event of illness/injury, the employee should provide a medical certificate showing the reason why the employee was unable to work.

HOLIDAYS/LEAVE

43. Annual holidays and long service leave shall be provided in accordance with the NSW Annual Holidays Act and Long Service Leave Act, respectively.

ANNUAL HOLIDAYS LOADING

44. A loading shall be added to the pay whenever a full time employee takes paid annual holidays. The loading shall be 17.5% of the rate shown for the employee's classification in Clause 11 of this Agreement.

SICK LEAVE

45. Full time employees shall be entitled to receive paid sick leave on the basis of 80 hours for 12 months completed service. Full time employees with less than 12 months completed service shall be entitled to a pro rata amount of sick leave after completing three months of employment (providing that an employee shall be paid the entitlement under this clause for any unpaid sick leave taken during the first three months, upon completion of three months service).
46. To be eligible for sick leave, an employee is required to notify the company as soon as possible, preferably before the commencement of work, that the employee will be unable to attend for duty. In any event, the employee must notify the company within 24 hours of the commencement of any absence. For absences of more than one day the company may require the employee to produce a doctor's certificate, before sick leave is payable.
47. Sick leave shall be cumulative to a maximum of 240 hours.

SUPERANNUATION

48. It is agreed that the Company shall contribute superannuation payments at the rate of 3% (or any higher amount required in the future by the Superannuation Guarantee Act) for all employees earning more than \$450 per month, to the fund administered by ANZ Funds Management and called:

Cooper Bros Pty Ltd Productivity Superannuation Plan

TERMINATION

49. Full-time employees may be terminated by either party giving one week's notice.
50. In lieu of the notice required by the above paragraph, employment may be terminated by the giving or forfeiture of pay for the equivalent of the period of notice.
51. Nothing in this agreement shall prevent the employer from dismissing the employee without notice, in the event of serious and wilful misconduct or neglect of duty.

SKILL DEVELOPMENT AND TRAINING

52. The parties recognise that the achievement of increased efficiency, productivity and competitiveness is essential for the well being of the company. The company will provide on the job training designed to ensure that all employees can independently perform the work allocated to them.
53. Further, the company will encourage employees to acquire additional skills which will qualify them for reclassification to a higher level when such work is available.
54. Employees will undertake training as requested by the Company, in order to acquire skills or knowledge needed for the Company's operations. If requested to undertake specific training by the Company, the Company shall meet the costs involved. However, payment of costs for training undertaken by the employee without the knowledge and prior approval of the Company shall be at the employee's expense.

HOUSEKEEPING AND SAFETY

55. All employees acknowledge that they are responsible for the maintenance and cleanliness of their work area. Operators will ensure that the cast house, hanging racks, teasing room, mould storage area and change room are maintained in a clean, orderly fashion.
56. All parties to this Agreement are committed to maintaining efficient safe operations and will use every endeavour to ensure that no unsafe practices are introduced.

DURATION OF AGREEMENT

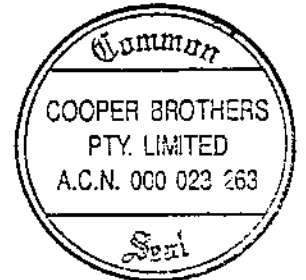
57. This agreement shall operate from the date of registration and shall remain in force for a period of three years, unless varied or terminated earlier by the provisions of the Industrial Relations Act.

ENDORSEMENT OF AGREEMENT

58. This agreement has been endorsed by the parties whose signatures appear below, representing the Company and more than 65% of the employees of the Company. It has been made without duress and indicates the willingness of the parties to create an opportunity for all involved to gain maximum benefit from the activities of the enterprise.

Signed for and on behalf of
Cooper Bros Pty Ltd

W Whiddon
.....
W. WHIDDON MANAGING DIRECTOR



Common Seal

[Signature] 21st April 93.
.....

WITNESS

DATE

Signed by the following employees of the Company

SIGNATURE	PRINTED NAME	WITNESS	DATE
<i>[Signature]</i>	FAYE AUSTIN	<i>[Signature]</i>	21-Apr-93
<i>Gordon Smith</i>	Gordon Smith	<i>[Signature]</i>	21-Apr-93
<i>Pete Skelton</i>	PETER SKELTON	<i>[Signature]</i>	21-Apr-93
<i>M. Montague</i>	MATTHEW MONTAGUE	<i>[Signature]</i>	21-Apr-93
<i>[Signature]</i>	WARREN SMITH	<i>[Signature]</i>	21-Apr-93
<i>J Cooper</i>	JAMES COOPER	<i>[Signature]</i>	21-Apr-93