

ENTERPRISE AGREEMENT

NO: E.A. 297 /1993

DATE REGISTERED: 24-9-93

PRICE: \$ 20-00

A.C.I GLASS PACKAGING (PENRITH PLANT) MAINTENANCE TRADES ENTERPRISE AGREEMENT 1993

1. TITLE OF AGREEMENT

This Agreement shall be known as the A.C.I. Glass Packaging (Penrith Plant) Maintenance Trades Enterprise Agreement 1993.

2. ARRANGEMENT

PART A

Clause No.	Subject Matter
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2.	Arrangement
12.	Avoidance of Industrial Disputes
3.	Basic Wage
17.	Classification Implementation Period
6.	Date & Period of Operation
10.	Measures to Achieve Gains in Productivity, Efficiency and Flexibility
13.	National Standards
15.	No Extra Claims
14.	Not to be Used as Precedent
8.	Objectives of this Agreement
5.	Parties Bound
16.	Public Interest
7.	Relationship to Parent Award
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1.	Title of Agreement
11.	Wage Rates
Appendix A	Agreed Measures

PART B

Table 1	Monetary Rates
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3. BASIC WAGE

This Agreement in so far as it fixes rates of wages for adult employees, is made by reference and in relation to a basic wage for adults of \$121.40 per week.

The said basic wage is subject to variation in accordance with the provisions of subsection (2), of section 14, of the *Industrial Relations Act, 1991*. Upon any such variation pursuant to section 15 of the said Act the extent necessary to give effect to the change in the basic wage.

4. APPLICATION OF AGREEMENT

This Agreement shall apply at the establishment of A.C.I Glass Packaging, at Andrews Rd, Penrith, and the incidence of this Agreement shall be as prescribed by Clause 30 – Area, Incidence and Duration of the Metal & Engineering Industry (New South Wales) Interim Award (Published 2 August, 1991 at 264 IG 536) and Clause 33, Area, Incidence and Duration of the Electricians' &c. (State) Award (Reprinted 7 August, 1992 at 270 IG 950).

5. PARTIES BOUND

This Agreement shall be binding upon:-

- (a) All employees whether members of an organisation of employees listed in subclause (b) hereof, or not.
- (b) The Australasian Society of Engineers, New South Wales Branch, 16–20 Good Street, Granville, NSW 2164.

The Electrical Trade Union of Australia, New South Wales Branch, 36–38 Hutchinson Street, Surry Hills. NSW 2010.

The Metal and Engineering Workers' Union, 133–137 Parramatta Road, Granville NSW 2142.

- (c) A.C.I Operations Pty Ltd (Trading as A.C.I. Glass Packaging – Penrith) Andrews Road, Penrith NSW 2750.

6. DATE AND PERIOD OF OPERATION

This Agreement shall operate upon registration under the provisions of the IRA 191 and shall remain in force for a period of twelve months. Discussion relating to the renewal of this Agreement shall commence not later than 1 October 1993.

7. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly and in conjunction with the relevant parent award, provided that where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency. 'Relevant parent award' shall mean the Metal and Engineering Industry (New South Wales) Interim Award (Published 2 August, 1991 at 264 IG 536) and the Electricians' &c. (State) Award (Reprinted 7 August, 1992 at 270 IG 950) as appropriate.

8. OBJECTIVES OF THIS AGREEMENT

The aim of this Agreement is to further develop a maintenance workforce which is highly skilled, flexible and committed. The parties sought to identify ways to achieve real sustained improvements in productivity through a process of recognising elements of "International Best Practice". Features considered in discussions between the parties to develop the objectives included:

- . Job design
- . Teamwork and increased flexibility

- . Quality
- . Customer satisfactory
- . Financial performance
- . Optimum indirect labour needs to meet production requirements

The parties identified areas which relate specifically to unique features of the Glass Industry and the local enterprise and gave particular attention to the following items.

- . Education and Training
- . Skills Analysis
- . Training and Skills Development Strategies
- . A single bargaining unit
- . Work organisation

Emerging from these considerations, the following objectives have been agreed:-

- (a) The implementation of an ongoing training and skill enhancement programme to enable maintenance and mould repair employees to realise their potential talents and abilities and to fulfil the current and future skill needs of the glass container industry. Employees will undertake such training depending upon the individuals' training needs to perform the requisite job tasks, and the skill requirements of the enterprise. This training programme will be co-operatively monitored and developed through the consultative mechanisms established within the plant. Provided that no employee employed at the date of ratification of this award shall be compelled to undertake training which would lead to reclassification into a higher classification.
- (b) The development of a culture and understanding of productivity and its relationship to efficient maintenance and production, and to employees' needs for security, job satisfaction and career development.
- (c) The continuance of consultative mechanism which encourage both employees and management to deal with the real barriers to productivity improvement through effective communication.
- (d) Removal of barriers through the redesigning of the way in which work is performed and the devolution of responsibilities and accountabilities to the appropriate level.
- (e) Redefining maintenance jobs and effectively matching employees skills and training with the tasks to be performed.

9. SINGLE BARGAINING UNIT

For the purpose of negotiating an enterprise agreement in accordance with the State Wage Judgement of the Industrial Commission of New South Wales handed down on 20 March, 1992, a single bargaining unit was established as follows.

The members of the three Unions referred to in Clause 4 (Parties Bound) have elected representatives who have formed along with nominated management representatives, a Joint Consultative Committee.

The employees covered by this Agreement carry out maintenance work and repair of moulds on the Company's plant and are a discrete section of the total workforce.

The formation of this Agreement has been achieved through consultation and negotiation with this Committee.

10. MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY

In making this agreement the parties are undertaking to co-operatively and positively work towards creating the most efficiency and effective means of glass container manufacturing.

This is to be achieved through the identification of work practices and work/job organisation which mitigate against maximising production "up-time" and the efficient, effective completion of all maintenance and mould repair tasks.

Consistent with the terms of the State Wage Case Judgement handed down 20 March, 1992, several specified measures designed to achieve real and sustainable gains in productivity, efficiency and flexibility have been agreed, some of which have been implemented progressively over time.

11. WAGE RATES

- (a) The minimum rate of pay for employees shall be the rate prescribed for the classification or class of work performed by such employee by the relevant parent award together with the appropriate rate set out at Table 1 in Part B of this award.
- (b) The rates appearing in Table 1 of Part B of this award shall be payable from the first full pay period commencing on or after the date of ratification of this award. (Such rates represent a 4½% increase in the all purpose rates.)

12. AVOIDANCE OF INDUSTRIAL DISPUTES

The parties to this Agreement shall observe the following procedure for the avoidance of industrial disputes. (This provision replicates Clause 12 of the Metal and Engineering Industry (New South Wales) Interim Award as varied on 18 September 1991.)

The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.

A procedure involving up to four stages of discussion shall apply. These are:

- (a) Discussions between the employee/s concerned and at their request the appropriate union shop steward/delegates, and the immediate supervisors;
- (b) Discussions involving the employee/s shop steward/s and more senior management;

- (c) Discussions involving representatives from the State branch of the union/s concerned and the employer organisation branch representatives;
- (d) Discussions involving senior union officials and the employer organisation;
- (e) There shall be an opportunity for any party to raise the issue to a higher stage.
- (ii) There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (iii) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- (iv) Sensible time limits shall be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages of the discussions to be finalised.
- (v) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Commission of New South Wales for assistance in resolving the dispute.
- (vi) In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.
- (vii) The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.

13. NATIONAL STANDARDS

This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in national standards such as hours of work, annual leave with pay and long service leave with pay.

14. NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangement or benefits in any other plant or enterprise.

15. NO EXTRA CLAIMS

The parties to this Agreement agree that there shall be no extra claims made, for the life of this Agreement, except when consistent with State Wage Case decisions.

16. PUBLIC INTEREST

The parties are committed to ensuring that customers, employees and shareholders benefit from the productivity improvements gained in the implementing of this

Agreement. As the company is the major supplier of glass containers in Australia, customers will benefit from better quality products at a competitive price.

For employees, greater productivity will result in greater job security and in greater scope for skill and career development.

17. **CLASSIFICATION IMPLEMENTATION PERIOD**

It is agreed between the parties that a new classification structure be introduced. The parties are committed to the implementation of this structure within six months of the commencement of this Agreement.

APPENDIX A

AGREED SPECIFIC MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY EFFICIENCY AND FLEXIBILITY

1. With the extension and enlargement of the A.C.I. Glass Packaging Penrith Plant from a three furnace x 7 production line operation to a four furnace x 10 production operation, the following manning levels for the Maintenance and Mould Repair areas have been agreed to for its introduction:-

Cold End & General Maintenance	-	20 Mechanical Tradespersons
	-	1 Greaser - special duties
Hot End Maintenance & Variable Equipment	-	14 Mechanical Tradespersons
	-	1 Greaser - special duties
Electrical Maintenance	-	16 Electrical Tradespersons
Mould Repair	-	20 Toolmakers
	-	1 2nd Class Machinist S.Duties
	-	2 2nd Class Machinists
Total		75

2. Payment of Wages by Electronic Fund Transfer

Currently wages are paid in cash. It has now been agreed wages will be paid by way of electronic fund transfer. This new arrangement will provide direct cost savings and productivity improvements.

3. Training

A significant formal training programme consisting of a combination of

- . in plant, off job
- . in plant, on job
- . TAFE Courses

has been developed and agreed to facilitate the measures agreed in this Agreement. Employees will undertake such training depending upon the individuals' training needs to perform the requisite job tasks, and the skill requirements of the enterprise.

Training programmes will be co-operatively monitored and developed through the consultative mechanisms established within the plant.

Where an employee undertakes training as part of an agreed structured training programme conducted on or off the job and such training is undertaken during ordinary working hours, the employee shall not suffer any loss of pay.

Where such training is undertaken outside ordinary working hours and the employees are in a classroom situation, the employees shall receive payment at the rate of ordinary time for time so spent.

4. Consultation

The parties have formed a Joint Consultative Committee to co-operatively manage the implementation of the various aspects of this Agreement.

This Committee is comprised of a core group of employees and management representatives who have been closely involved with the development of the productivity improvement measures which are contained in this Agreement.

Other relevant employees and management representatives will also be consulted by the core group throughout the life of this Agreement to ensure successful implementation of the measures contained herein.

5. Implementation

The productivity improvement measures contained in this Agreement will be implemented progressively in phases during the life of this Agreement in order to accommodate the ability of both the employees concerned and the company's operations to absorb the nature and rate of changes required.

6. Productivity Improvement Measurement

The parties to this Agreement expect use of the following key performance indicators to guide the enterprise towards achievement of product unit cost reductions and ultimately, maximum production efficiency:-

- (a) Pack to melt efficiency;
- (b) % downtime in total machine operating hours;
- (c) Job change times;
- (d) Job change settle down periods.

7. Total Manhour Requirements

It is accepted by the parties that implementation of this Agreement will eventually result in reduced total manhour requirements. This reduction is part of a longstanding trend which began with the advent of automation changed work practices and high productivity plant equipment.

PART B

Monetary Rates

Electronic Tradesman	\$28.25
Mechanical Tradesperson Spec. Class	\$23.80
Electrical Fitter	\$24.30
Toolmaker/Inspector	\$23.40
Fitter	\$22.30
Greaser Spec. Duties	\$20.20
2nd Class Machinist	\$20.20
2nd Class Machinist Spec. Duties	\$19.20

Junior Apprentices (Electrical)

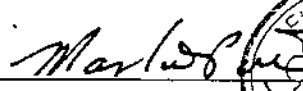
1st year	\$9.50
2nd year	\$12.20
3rd year	\$17.10
4th year	\$19.80

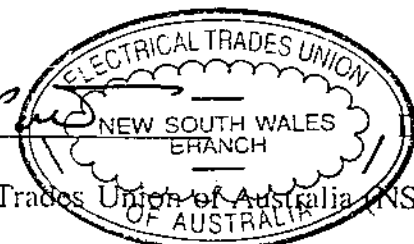
Junior Apprentices (Mechanical)

1st year	\$9.05
2nd year	\$11.60
3rd year	\$15.60
4th year	\$18.10


The undersigned parties approve the terms contained in this agreement.

I am an officer of the Electrical Trades Union of Australia (NSW Branch) and am authorised by the Committee of Management of the organisation to approve the terms contained within this award on its behalf and have approved those terms on its behalf.


_____ Dated the _____
FOR The Electrical Trades Union of Australia (NSW Branch)



I am an officer of the Australasian Society of Engineers (NSW Branch) and am authorised by the Committee of Management of the organisation to approve the terms contained within this award on its behalf and have approved those terms on its behalf.

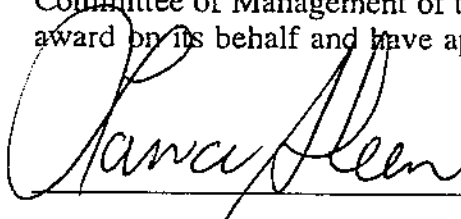


Dated the 21st April 1993.

FOR The Australasian Society of Engineers (NSW Branch)

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I am an officer of the Metals and Engineering Workers' Union and am authorised by the Committee of Management of the organisation to approve the terms contained within this award on its behalf and have approved those terms on its behalf.

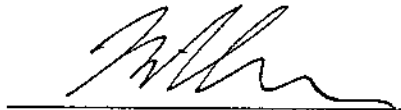


Dated the 28/4/93

FOR The Metals and Engineering Workers' Union

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I am authorised by the Directors of A.C.I. Operations Pty Ltd to approve the terms contained within this award on its behalf and have approved those terms on its behalf.



Dated the 15/6/93.