

ENTERPRISE AGREEMENT

NO: E.A. 59 /1993

DATE REGISTERED: 22-4-93

PRICE: \$ 16-00

1. TITLE

This agreement shall be known as the Taubmans (Villawood) Maintenance Trades Enterprise Agreement 1993.

2. ARRANGEMENT

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3. INCIDENCE, PARTIES BOUND

This Agreement shall be binding upon Taubmans Pty. Ltd. and on the company's employees engaged at its manufacturing facility at Villawood, NSW who are employed in the occupations or callings set out in clause 7 of this Agreement, and shall, subject to clause 5, regulate the rates of pay and conditions of employment of those employees. The Agreement shall also be binding on the Metals and Engineering Workers Union.

4. DATE OF OPERATION

This agreement shall take effect from the first pay period on or after the date this Agreement is registered under the Industrial Relations Act 1991 and shall remain in force for a period of 12 months.

5. RELATIONSHIP TO PARENT AWARD

The Metal and Engineering Industry (New South Wales) Interim Award and the conditions implied in the Australian Paint Industry (Manufacturing) Operating Agreement will continue to regulate the rates of pay and conditions of employment of employees covered by this Agreement except to the extent that such rates and / or conditions of employment have been varied by this Agreement in which case the provisions of this Agreement shall apply. This Agreement recognises that the conditions available via the Paint Industry Operating Agreement may vary during the currency of this Agreement in which case those variations will apply to employees bound by this Agreement.

6. AIM OF AGREEMENT

6.1) The aim of this agreement is to increase the company's market share and profitability based on producing products of the highest quality at the lowest possible cost, increasing customer service and at the same time providing employees with more rewarding and fulfilling jobs.

6.2) The objectives of this agreement are:

- a) To increase the efficiency and flexibility of the workforce engaged in maintenance activities for the mutual benefit of the parties to this agreement.
- b) Develop and increase the benefits of harmonious industrial relations.
- c) To focus workplace change into areas that positively affect a high quality/low cost approach to manufacturing.

6.3) The Parties agree to:

- a) seeking improvements in safety quality, efficiency, housekeeping and work environment.
- b) taking all steps necessary to avoid any action which may disrupt the process by resolving employee concerns effectively and speedily through full and open communication and agreed consultative, negotiation and grievance procedures.
- c) a job enrichment process for all employees, training to enable them to broaden their skills and enhance their potential to meet the skill needs for the current and future needs of the Company.
- d) developing a spirit of co-operation, mutual trust and understanding to avoid the possibility of disputation.
- e) maintaining standards of conduct and attendance to ensure a safe, responsible and efficient operation.

7. CLASSIFICATIONS, RATES OF PAY

7.1) Classifications

The following rates of pay shall apply to the classifications listed below :

<u>CLASSIFICATIONS</u>	<u>CURRENT RATE</u>	<u>BASE INCREASE</u>	<u>NEW RATE</u>	<u>QUALIFICATIONS INCREASE</u>	<u>NEW RATE</u>
Fitter Mech. Trades Person Special Class	569.10	25.00	594.10	30.00	624.10
Fitter Mechanical Trades Person Special Class Leading Hand	589.60	25.00	614.60	30.00	644.60

Should employees be re-classified during the life of this Agreement they shall be re-classified in accordance with the structure as contained in the Metal and Engineering Industry (NSW) Interim Award.

Where the individuals existing personal rate exceeds the rates shown above, the personal rate will be deemed the current rate.

<u>ALLOWANCES</u>	<u>RATE</u>
Emergency Response Squad - Member	\$30 per week
Emergency Response Squad - Team Leader	\$40 per week

7.2) No Extra Claim

- a) There shall be no further wage increases during the term of this Agreement except where consistent with a State Wage Case decision, which adjustment shall be processed by way of variation in accordance with section 125 of the Industrial Relations Act, 1991.
- b) There shall be no further claims in relation to conditions during the term of this Agreement.

**8. MEASURES TO INCREASE
PRODUCTIVITY AND EFFICIENCY**

- 8.1) The measures listed below have been or have been agreed to be, implemented to achieve real and demonstrable gains in productivity and efficiency:
- a) All maintenance fitters to undergo training to obtain a restricted Electrical Licence and to work to the level of their skills training in this area.
 - b) The Maintenance Supervisor to assist in the training of Fitters in obtaining their Electrical Licences. In addition the Maintenance Supervisor will assist the fitters in the day to day operation of the Maintenance Section in relation to electrical work / installations. This should extend to the following or in cases where fitters do not possess the required skills.
 - 1. connection and disconnection of:
 - electrical motors
 - electric lights
 - overload mechanisms and contactors
 - AC and DC drives
 - switching gear
 - control devices
 - ie - photoelectric switches
 - proximity switches
 - P.L.C.s.
 - 2. replacing of fuses and resetting of overload switches
 - 3. major breakdowns where the use of electronic test equipment or computers are required for fault diagnosis
 - 4. maintenance cleaning, checking and overhauling of electrical equipment including:
 - electrical motors, AC and DC
 - sealing heads on shrink wrap machines
 - photo electric switches
 - micro and proximity switches
 - c) commissioning of all new equipment including the training of production employees in the operation and running of this equipment.
 - d) Maintenance employees, after undergoing training, to be responsible for data recording, this recording may include but not limited to the following:
 - 1. routine maintenance
 - 2. breakdowns
 - 3. monitoring spare parts
 - 4. ordering spare parts

- e) Maintenance employees to be responsible for the quality of their own work and, if employed as part of a Team, for the maintenance quality and performance of that Team.
- f) the taking of smoke breaks will cease.
- g) wages, allowances and other payments (e.g. holiday pay, leave loading etc) to be transferred electronically to a nominated employee account at a financial institution, with the associated payment advice being distributed, in person, on the normal payday.
- h) Maintenance employees to drive fork lifts for use in carrying out maintenance type work if they hold a current licence or to undertake training to obtain a fork lift licence.
- i) Maintenance employees to become part of Consultative Committee, part of this process will be to look at ways of improving productivity, plant safety, organising the way work is done, redesigning jobs.
- j) The following work which was performed by Maintenance employees in the past may now be performed by production employees. Prior to this work being carried out production employees to undergo the agreed training,
 - 1. oiling and greasing of equipment
 - 2. turning on and off of air compressors
 - 3. changing of filters on portable dust extractors
 - 4. the bleeding of air service units
 - 5. shear pin replacement on 195 machine

Through the consultative process other areas may be identified where minor maintenance or adjustments may be carried out by production employees. Prior to any of this being done, genuine agreement with all employees whom it affects is to be obtained and affected employees to undergo an agreed training programme.

- 8.2 In relation to Part 8.1 a) - training for electrical licences - an amount of \$25 will be paid as of the operative date of this Agreement. Upon successful completion of the training programme, a further amount of \$30 (for attaining the qualification) will be paid from the first available payday after obtaining the electrical licence.

9 GRIEVANCE AND DISPUTE PROCEDURES

a) Grievance Procedure - Individual Employee

1. Where an individual employee has a grievance arising from his employment, he shall notify his immediate supervisor and a meeting between them shall be arranged as soon as possible in an effort to resolve the grievance.
2. If the grievance is not resolved under paragraph (1) above, the grievance is to be referred by the employee to the manager of the employee's work area who will meet with the employee in an effort to resolve the grievance.
3. Should the grievance remain unresolved under paragraph (2) above, the employee is to refer it to senior management who will investigate the circumstances of the grievance and attempt to resolve it.
4. Should the grievance still not be resolved, either party shall have the right to refer it to the Industrial Relations Commission of NSW for resolution, subject to the provisions of the Industrial Relations Act 1991.
5. Through the above steps the individual employee shall have the right of his union delegate to be present.
6. Definition - Grievance: In this subclause "grievance" includes:
 - (1) a question, dispute or difficulty concerning the interpretation, application or operation of this agreement;
 - (2) alleged discrimination in employment within the meaning of the Antidiscrimination Act 1977.

b) Disputes Procedure

1. If a dispute arises, the employees concerned and, at their option, their union delegate, shall have the opportunity to raise the dispute with their immediate supervisor.
2. If the dispute is not resolved under paragraph (1) above, the union delegate will raise the matter with the manager of the work area and they will discuss means of resolving the matter.
3. Should the matter be unresolved under paragraph (2) above, the union organiser is to be notified by the union delegate and the organiser will raise the matter with senior management. Discussions will take place aimed at resolving the matter.

4. Should the dispute remain unresolved, either party may refer it to the Industrial Relations Commission of NSW for resolution.
5. Throughout the process of this dispute procedure there should be a commitment to avoid stoppages of work, lockouts or any other ban or limitation on the performance of work whilst the dispute is resolved.
6. Definition - Dispute: In this subclause "dispute" includes the avoidance of questions and difficulties concerning the interpretation, application or operation of this agreement.

10 DECLARATION

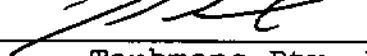
The parties to this Agreement declare this Agreement is not:

1. Contrary to the public interest
2. Unfair, harsh or unconscionable
3. Entered into under duress, and
4. is in the interests of the parties.

11 NEGOTIATING THE NEXT AGREEMENT

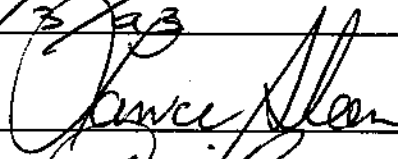
- 11.1) The parties to this Agreement being Taubmans Pty. Ltd. and the Metal and Engineering Workers Union agree to commence negotiations on a new Agreement two months prior to the expiry date of the Taubmans (Villawood) Maintenance Trades Enterprise Agreement, 1992.
- 11.2) Should the parties fail to negotiate a new Agreement, it is agreed that the terms and conditions of this Agreement will continue to apply in accordance with the Industrial Relations Act 1991.

This Agreement is made on _____ Day of _____ 1992.

Signed on Behalf of the Company 
Taubmans Pty. Ltd.

Witnessed on Behalf of Company Donald Marshall

Date 1/3/93

Signed on Behalf of Union (M.E.W.U.) 

Witnessed on Behalf of Union (M.E.W.U.) David Payne

Date 9th March, 1993