

ENTERPRISE AGREEMENT

NO: E.A. 77 /1993

DATE REGISTERED: 3-6-93

PRICE: \$ 24.00

AUSTRAL PIPES AUSTRALIA PTY LTD

(CLAY PAVERS/TILES SECTION

PUNCHBOWL)

ENTERPRISE AGREEMENT, 1993

1. **TITLE**

This Agreement shall be known as the 'Austral Pipes Australia Pty Ltd (Clay Pavers/Tiles Section - Punchbowl) Enterprise Agreement, 1993.'

2. **ARRANGEMENT**

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3. **AREA, INCIDENCE AND PARTIES BOUND**

This Agreement shall be binding upon Austral Pipes Australia Pty Ltd and employees of Austral Pipes Australia Pty Ltd engaged in or in the connection with the manufacture of clay pavers and tiles at the Punchbowl enterprise.

4. **DATE AND PERIOD OF OPERATION**

This Agreement shall take effect from the beginning of the first pay period commencing on or after the date of this Agreement's registration under the provisions of the Industrial Relations Act, 1991, and shall remain in force for a period of eighteen months.

5. **RELATIONSHIP TO PARENT AWARD**

The terms and conditions of this Agreement shall be read and interpreted in conjunction with the following mentioned clauses of the Pipe and Terracotta Makers (State) Award only, published NSW Industrial gazette volume 240 page 988 and all variations up to the date of this Agreements registration; Clause 4 Contract of Employment subclause (i) and (ii) only; Clause 4A Disciplinary and Counselling Procedure; Clause 27 Clock; Clause 29 First Aid; and Clause 31 Jury Service.

Clauses of the Pipe and Terracotta Makers (State) Award not mentioned above will not apply to the terms and conditions of employment under this agreement.

Subject to S122 of the Industrial Relations Act, 1991, subsequent amendments made to the parent award after the date of this Agreements registration will not be included into the terms and conditions of this agreement unless by mutual consent between the parties.

6. **PART-TIME AND CASUAL EMPLOYMENT**

In addition to Full-time employment, employment can also be either on a Part-time or Casual basis.

Part-time employment for the first two (2) weeks shall be on probation, and during such probationary period can be terminated by a day's notice. Individual employees shall only do one probationary period. Part-time employees shall receive a 20% section allowance which is included in the hourly rate of pay outlined in Clause 17 Wages of this Agreement.

After the period of probation has expired, employment for Part-time employees shall be on a weekly basis and may be terminated only by one week's notice on either side which may be given at any time or by the payment by the employer or forfeiture by the employee of a week's pay in lieu of notice.

Casuals shall be employed on a daily basis and may be terminated by a day's notice. Casuals shall receive a pro-rate annual leave loading in accordance with the Annual Holidays Act, 1944, and 20% casual loading both of which are included in the hourly rate of pay outlined in Clause 17 Wages of this Agreement.

Employees who are transferred permanently to another section of the enterprise from which this agreement does not relate, will upon being transferred not be covered by this agreement.

This clause shall not affect the right of the parties to enter into a Part-time work agreement consistent with Chapter 2 Part 2 Division 4 of the Industrial Relations Act, 1991.

Notwithstanding the above the employer shall have the right to dismiss an employee without notice in the case of an employee guilty of misconduct.

6A. CAREER PROGRESSION AND ENTRY TO WORK TEAM

The parties to this agreement recognise that in order to increase the efficiency and productivity of the enterprise, a greater commitment to skill development is required.

Opportunities will be afforded where practicable to enable employees to develop skills and competencies necessary for the progression through the class structure at the enterprise.

Employees will be encouraged to progress to the highest level personally attainable consistent with the needs of the workplace. When a new employee enters the enterprise at a high level due to particular skill requirements, he/she must backfill their skills within 12 months to ensure full flexibility.

7. LABOUR FLEXIBILITY

Employees shall perform a wider range of functions and duties including work which is incidental or peripheral to their main tasks or functions.

Employees shall perform such work as is reasonable and lawfully required of them by management including accepting instruction from authorised personnel.

Employees shall comply with all reasonable requests to transfer, and to perform any work covered by this agreement. In carrying out duties, employees shall ensure and take all necessary steps to ensure the quality, accuracy and completion of any job or task are maintained to the satisfaction of management.

Employees shall not impose any restrictions or limitations on the measurement and/or review of work methods or prevent the flexible arrangement of labour including the use of management when required to maintain the operation of the plant.

In situations where an extruder or machine breakdown occurs, employees will be required to take measures to ensure the plant is kept clean and free from spent materials and other items resulting from or in connection with the production process.

Any direction given by management shall be consistent with the employer's obligations under the Occupational Health and Safety Act, 1983 (NSW).

8. OBJECT OF PARTIES

It is the objective of the parties to this agreement to implement workplace practices so as to provide for more flexible working arrangements, which improves the efficiency and productivity of the industry, enhances skills and job satisfaction and assist positively towards ensuring that the company becomes a more efficient enterprise.

The parties agree that the objectives of this agreement is to facilitate:

- a) flexible working hours;
- b) workplace productivity; and
- c) the development and maintenance of the most productive and harmonious working relationship obtainable.

It is recognised that an important factor towards reaching the above objectives is the development of a working environment where all parties are involved with the decision making process. Both management and employees are committed to cooperating positively to implement work practices that are flexible and meet the requirements of the company.

9. HOURS

- (1) Ordinary hours shall be worked between Monday to Sunday inclusive. Ordinary hours worked shall not exceed thirty-eight (38) per week averaged over a fifty-two (52) week period.

10. OVERTIME

- (1) Any work done in excess of ordinary hours prescribed in Clause 9 Hours or in excess of twelve (12) hours in a full day period shall constitute overtime worked.
- (2) Overtime worked shall be paid at the rate of time and one half for all time worked.

11. MEAL AND REST PERIODS

A period of thirty (30) minutes per day shall be allowed for a meal to be arranged so as to minimise disruption to the production process. To ensure that the production process is continuous, meal breaks will be staggered as directed by management.

Two (2) rest periods of ten minutes duration shall be allowed each full day and will be staggered as directed by management.

12. ANNUAL MAINTENANCE CLOSE DOWN

Management has the right to close down the enterprise or a section or sections thereof provided one months written notice is given pursuant to section 4A of the Annual Holidays Act, 1944, and subsequent amendments thereafter and payment is made in accordance to such Act.

13. ANNUAL LEAVE

Annual leave entitlement shall be in accordance with annual leave provisions under the Annual Holidays Act, 1944, and subsequent amendments to that Act.

Consistent with the provisions of the Annual Holidays Act, 1944, Annual Leave will be scheduled in normal circumstances, three months prior to taking and should be taken in two multiple blocks. Application by employees for changes to this because of unusual situations or circumstances will be allowed on approval by management provided such changes are consistent with the provisions of the Annual Holidays Act, 1944.

14. LONG SERVICE LEAVE

Entitlements to long service leave shall be in accordance with the Long Service Leave Act, 1955, and subsequent amendments to such Act.

15. SICK LEAVE

Employees shall be entitled to one (1) week, being the equivalent to 38 hours work time paid sick leave for each year of service. The first sick leave day is not entitled until after three (3) months of service, however, during the first three months accrual of sick leave remains unaffected.

Employees shall, before the commencement of taking sick leave inform their supervisor no later than within two (2) hours after they would have commenced work, and as far as possible, state the nature of the injury or illness and the estimated duration of the absence.

Employees who fail to notify their supervisor of their inability to attend work, shall be required to produce a medical certificate. Failure to produce a medical certificate will imply that the employee shall not be entitled to payment for the period of absence.

Employees who take sick leave on either Saturday, Sunday, or public holidays or a day immediately preceding or succeeding a public holiday shall be required to produce a medical certificate for such period of absence. Failure to produce a medical certificate will imply that the employee shall not be entitled to payment for the period of absence.

Employees whose behaviour is unsatisfactory in relation to the use of sick leave will be given adequate time to demonstrate a willingness to improve. If, at the end of this period, the employee shows no willingness to improve in the opinion of management, then disciplinary action up to and including dismissal may be taken. Nothing in the procedure shall limit the right of management to summarily dismiss an employee for serious and wilful misconduct.

16. PAYMENT OF WAGES

Wages are to be paid by Electronic Funds Transfer (EFT) on the Thursday of each week. Changes to this form of payment may be made to accommodate unusual situations or circumstances. Any such changes to the payment of wages shall be consistent with Chapter 2 Part 4 Division 3 of the Industrial Relations Act, 1991.

17. WAGES

The weekly rate of pay and hourly rate of pay for ordinary hours worked shall be the following. For Full-time and Part-time employees the rate of pay includes a 20% section allowance. The hourly rate of pay for casuals includes in addition to the ordinary hourly rate of pay a pro-rata annual leave loading consistent with the Annual Holidays Act, 1944, and a 20% casual loading.

A Zero Base Bonus system will be implemented in addition to the ordinary hourly rate of pay and for ordinary working hours only. The bonus will be related to productivity, efficiency, attendance time, and based on first quality products produced.

The above mentioned bonus system shall be implemented within three (3) months of commissioning.

PAVER/TILE MAKER CLASS A

	<u>Weekly Rate \$</u>	<u>Hourly Rate \$</u>
Basic skills with minimal machine operation or trainee operator		
Full-time and Part-time Employees	418.75	11.02
Casual Employees		11.94

PAVER/TILE MAKER CLASS B**Machine Operator/Semi Skilled****Minimum Skills Manual Operation**

An employee able to perform one or more operations requiring some degree of skill or competence

Full-time & Part-time Employees	429.19	11.29
Casual Employees		12.24

PAVER/TILE MAKER CLASS C

Machine Operator/Skilled Manual

Higher Skills required

An employee who is able to perform operations in all areas of the enterprise and has obtained extra skills of benefit to management

Full-time & Part-time employees	437.47	11.51
Casual Employees		12.47

MAINTENANCE OPERATOR CLASS D

Maintenance Operator

An employee employed as a technician to work in one or more areas of plant

A maintenance operator is a qualified technician who will maintain and operate any machinery at all times at the discretion of management.

Full-time & Part-time employees	495.31	13.03
Casual Employees		14.12

ALLOWANCES

In addition to the rates referred to above, the following shall be paid to employees who are authorised by management to fulfil such designated roles.

- a) Leading Hand Allowance
 - 1 to 7 Employees \$15.00 per 38 Ordinary Hours
 - More than 7 Employees \$20.30 per 38 Ordinary Hours

- b) First Aid Person \$1.36 per day worked

18. HOLIDAYS

- i) The days on which are observed as public holidays under this agreement are any days proclaimed or gazetted as a public holiday throughout New South Wales by the New South Wales Government.
- ii) It is the practice of the company not to require work to be performed on any public holiday proclaimed or gazetted as such throughout New South Wales.

Notwithstanding this, the company shall have the right to direct employees to work on a public holiday, if needed, to meet production requirements.
- iii) Where an employee performs work on a public holiday referred to in Clause 18 (i), the employee shall be paid a public holiday loading at the rate of double time worked on that public holiday with a minimum payment for six hours.
- iv) With respect to Clause 18 (i), no public holiday shall be paid to an employee on the day(s) which are not their normal working day(s).

19. DISCIPLINARY PROCEDURE

The following procedure shall be adhered to by the company and the employees.

- i) Employees who exhibit unsatisfactory performance or behaviour shall be counselled so that they understand the standards expected of them and will be offered assistance and guidance in achieving those standards.
- ii) Confidential written records of such counselling will be made. The employee will be shown the written record and will have the opportunity of commenting on its contents whether in writing or orally. The record will only be placed on the employee's file where the employee has been given the opportunity of responding to the record.
- iii) Employees whose performance or behaviour is unsatisfactory will be given adequate time to demonstrate a willingness to improve. If, at the end of this period, the employee shows no willingness to improve in the opinion of the company, then disciplinary action up to and including dismissal may be taken.
- iv) Nothing in the procedure shall limit the right of the company to summarily dismiss an employee for serious and wilful misconduct.
- v) At all stages of the disciplinary process the employee will be entitled to have another available employee present as a witness, if desired. The union representative may be informed providing employee confidentiality is not breached.

20. GRIEVANCE PROCEDURE

The procedure for the resolution of industrial disputation will be in accordance with Section 185 of the Industrial Relations Act, 1991. These procedural steps are:

- i) Procedure in relation to a grievance of an individual employee:
 - a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, requests a meeting with the employer for bilateral discussions and state the remedy sought.
 - b) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - c) Reasonable time limits must be allowed for discussion at each level of authority.
 - d) At the conclusion of this discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - e) While a procedure is being followed, normal work must continue.
 - f) The employee may be represented by an industrial organisation of employees.

- ii) Procedure for a dispute between an employer and the employees:
 - a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - b) Reasonable time levels must be allowed for discussion at each level of authority.
 - c) While a procedure is being followed, normal work must continue.
 - d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

21. DECLARATION

The parties declare that this agreement:

- a) Is not contrary to public interest;
- b) Is not unfair, harsh or unconscionable;
- c) Was at no stage entered into under duress; and
- d) Reflects the interests and desires of the parties.

Signed by the employed individuals to be covered by this agreement between Austral Pipes Australia Pty Ltd and its employees.

Brook Jessup	..... <i>Brook Jessup</i>
Quang Van Dang	..... <i>Quang Van Dang</i>
Thomas Rim	..... <i>THOMAS RIM</i>
Van Hai Pham	..... <i>Van Hai Pham</i>
Van An Le	..... <i>Van An Le</i>
Van Qui Le	..... <i>Van Qui Le</i>
Van Truong Pham	..... <i>Van Truong Pham</i>
Nhan Dao Pham	..... <i>Nhan Dao Pham</i>
Zivko Mitrovski	..... <i>Z. Mitrovski</i>
Hong Phan	..... <i>Hong Phan</i>
Van Ha Pham	..... <i>Van Ha Pham</i>
Chien Tran	..... <i>Chien Tran</i>
George Sarkis	..... <i>George Sarkis</i>
Li Da Guo	..... <i>Li Da Guo</i>
Ngoc Ma Tran	..... <i>Ngoc Ma Tran</i>
Giai Tran	..... <i>Giai Tran</i>
Thanh Tam Ly	..... <i>Thanh Tam Ly</i>
Dong Thanh Nguyen	..... <i>Dong Thanh Nguyen</i>
Gioc Tran	..... <i>Gioc Tran</i>
Van Dai Pham	..... <i>Van Dai Pham</i>

22. FUTURE NEGOTIATIONS

The parties agree to commence negotiations on a new agreement no later than 1 May, 1994.

This Agreement is made at Sydney on this the *32nd* Day of *March* 1993

SIGNED FOR AND
ON BEHALF OF
Austral Pipes Australia P/L

SIGNED FOR AND
ON BEHALF OF EMPLOYEES OF
Austral Pipes Australia P/L

M Handing
.....

B. Sedd
.....

IN THE PRESENCE OF

IN THE PRESENCE OF

J. Cuyler J.P.
.....
JUDITH ANNE CUYLER

J. Cuyler J.P.
.....
JUDITH ANNE CUYLER

THE COMMON SEAL OF
AUSTRAL PIPES AUSTRALIA PTY LIMITED
WAS HERETO AFFIXED WITH AUTHORITY
OF THE BOARD.



DIRECTOR :-

SECRETARY :-

[Signature]
[Signature]