

ENTERPRISE AGREEMENT

NO: E.A. 92 /1993

DATE REGISTERED: 25 JUNE 1993

PRICE: \$ 10.00

- ENTERPRISE AGREEMENT -

BETWEEN

PAINT INDUSTRIES (AUST.) PTY. LTD.

AND THE

MAINTENANCE STAFF OF PAINT INDUSTRIES (AUST.) PTY. LTD.
MORTLAKE SITE

(Filed with the Industrial Registrar on *11th MAY* 1993)

AN ENTERPRISE AGREEMENT made this *4th MAY* 1993,
in pursuance of the provisions of the Industrial Relations
Act, 1991, between Paint Industries (Aust.) Pty. Ltd.,
situated at 16-18 Bennett St., Mortlake, New South Wales, and
its maintenance employees engaged in the maintenance and
repair of plant used for the manufacture of paints, resins
and gelcoats.

This Agreement will be known as the Paint Industries (Aust.)
Pty. Ltd. (Maintenance) Enterprise Agreement No. 2 and its
purpose is to introduce more effective and efficient
maintenance arrangements with the objective of ensuring the
Company's continued viability in the processing of paints,
resins and gelcoats.

PAINT INDUSTRIES (AUST.) PTY. LTD.
(MAINTENANCE) ENTERPRISE AGREEMENT NO. 2

1. ARRANGEMENT

2. Parties to this Agreement
3. Title of Agreement
4. Intention
5. Duress
6. Rates of Pay
7. Hours of Work
8. Rostered Days Off
9. Electronic Funds Transfer
10. Picnic Day
11. Delayed Breaks
12. Absenteeism
13. Multi-Skilling and Demarcation
14. Scheduling of Annual Leave
15. Avoidance of Industrial Disputes
16. Period of Operation
17. Not to Be Used as a Precedent
18. Signatories

2. PARTIES TO THIS AGREEMENT

An Enterprise Agreement made in pursuance of the New South Wales Industrial Relations Act, 1991, in accordance with the provisions of Chapter 2, Part 3, of the said Act entered into on 1993 between Paint Industries (Aust.) Pty. Ltd. of the one part and the maintenance employees at that address engaged in the maintenance and repairs of plant and equipment.

It is hereby agreed by the parties as follows.

3. TITLE OF AGREEMENT

This Agreement shall be known as the Paint Industries (Aust.) Pty. Ltd. Maintenance Agreement. No. 2

4. INTENTION

The purpose of this Agreement is to regulate partially the terms and conditions of employment currently regulated in the Metal & Engineering (N.S.W.) Award 2641.G.536 as amended.

5. DURESS

This Agreement was not entered into under duress by any of the parties.

6. RATES OF PAY

- (a) Award rates of pay will be increased by 4.5%.
- (b) Increased payments in Clause 1(a) will apply from the beginning of the first full pay period to commence from the date of ratification of this Agreement by the N.S.W. Industrial Registrar.
- (c) The increase in Clause 1(a) shall not be absorbed into any over award payments.
- (d) There shall be no further wage increases for the life of this Agreement except when consistent with a National Wage Case decision.

7. HOURS OF WORK

In accordance with the provisions of Clauses 13 and 16 of the Metal & Engineering (N.S.W.) Award, the commencing and finishing times will be determined to satisfy the requirements of the business. Such ordinary hours for day work will be spread over the period of 6.00 a.m. to 6.00 p.m. with two sets of commencing and finishing times as required, arranged by mutual agreement amongst employer, employees and delegates.

8. ROSTERED DAYS OFF

In accordance with the provisions of Clause 14 of the Metal & Engineering (N.S.W.) Award, the parties to this Agreement accept the need for total flexibility in the taking of rostered days off to facilitate maximum efficiency.

9. ELECTRONIC FUNDS TRANSFER

It is agreed that all wages will be paid weekly by electronic funds transfer to a recognised bank account of the employees' choice.

10. PICNIC DAY

Where appropriate, and by mutual agreement, the Picnic Day holiday may be taken to suit the needs of the business. Agreement will not be unreasonably withheld by either party.

11. DELAYED BREAKS WITHOUT PAYMENT OF PENALTY RATE

Where appropriate, meal or smoko breaks shall be delayed by no more than 40 minutes to allow completion of breakdown repairs with other employees to take over where practicable.

12. ABSENTEEISM

The parties recognise that absenteeism contributes to a loss of productivity and are committed to its reduction.

13. MULTI-SKILLING AND DEMARCATION

Subject to the Definitions as detailed in Clause 5 of the Metal & Engineering (N.S.W.) Award, employees agree to carry out a range of multi-skilled duties that are incidental to or peripheral to the primary task and facilitate the completion of the whole task. Such incidental or peripheral work would not require additional formal training.

14. SCHEDULING OF ANNUAL LEAVE

Employees agreed that annual leave will be scheduled around normal plant shut downs.

15. AVOIDANCE OF INDUSTRIAL DISPUTES

Disputes, grievances or changes to the nature of work practices shall be discussed in a manner designed to bring a harmonious resolution. The parties to this Award shall strictly observe the procedure under Clause 12 of the Metal & Engineering (N.S.W.) Award.

16. PERIOD OF OPERATION

This Enterprise Agreement shall operate from the first pay period to commence from the date of ratification by the N.S.W. Industrial Registrar, and shall remain in force for a period of twelve months.

17. NOT TO BE USED AS A PRECEDENT

This Enterprise Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Company owned plant or enterprise.

This ENTERPRISE AGREEMENT shall take effect from the first pay period to commence on or after ratification by the Commission and shall have a nominal life of twelve (12) months.

SIGNED on behalf of: PAINT INDUSTRIES (AUST.) PTY. LTD

SIGNED: *[Signature]*

WITNESSED BY: *[Signature]*

DATE: 4-5-93

SIGNED by the maintenance employees of PAINT INDUSTRIES (AUST.) PTY. LTD - MORTLAKE.

A. NOVOSEL	<i>[Signature]</i>	DATE: 4.5.93
S. SALVO	<i>[Signature]</i>	DATE: 4.5.93
G. LEO	<i>[Signature]</i>	DATE: 4.5.93
J. SCOTT	ANNUAL LEAVE	DATE: 4.5.93
W. DEGEN	<i>[Signature]</i>	DATE: 4.5.93
S. ELLUL	<i>[Signature]</i>	DATE: 4.5.93
N. JACKSON	<i>[Signature]</i>	DATE: 4.5.93
C. LINCOLN	<i>[Signature]</i>	DATE: 4.5.93
D. LULAY	ANNUAL LEAVE	DATE:
R. VAN BUSKIRK	<i>[Signature]</i>	DATE: 4.5.93