

ENTERPRISE AGREEMENT

NO: E.A. 124 /1994

DATE REGISTERED: 11-4-94

PRICE: \$ 14-00

- ENTERPRISE AGREEMENT -

BETWEEN

INSULCO PTY. LTD.

AND

ENGINEERING MAINTENANCE DEPARTMENT EMPLOYEES

[Filed with the Industrial Registrar on 6 OCTOBER 1993].

AN ENTERPRISE AGREEMENT made this *5th* DAY OF OCTOBER 1993, in pursuance of the provisions of the Industrial Relations Act 1991 of New South Wales between Insulco Pty. Ltd., located at 600 Woodstock Avenue, Rooty Hill, NSW, 2766, all engineering maintenance employees.

INSULCO ENTERPRISE AGREEMENT No. 1

1. TITLE OF AGREEMENT

This Agreement shall be known as the INSULCO ENTERPRISE AGREEMENT No 1.

2. ARRANGEMENT

1. Title of Agreement
2. Arrangement
3. Incidence and Parties Bound
4. Term of Agreement
5. Relationship to Parent Award
6. Duress
7. Purpose of Agreement
8. Rates of Pay
9. Hours of Work
10. Multi-skilling
11. On Call Allowance
12. Call Back
13. Rostered Days Off
14. Public Holidays
15. Dispute Procedure
16. Date of Agreement
17. Signatories to Agreement

3. INCIDENCE AND PARTIES BOUND

This Enterprise Agreement is made pursuant to Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991, entered into on the ~~5 OCTOBER~~ 1993 between Insulco Pty Ltd and the engineering maintenance employees with the company.

4. TERM OF AGREEMENT

This Agreement shall take effect from the first full pay period on or after the date of registration and shall remain in force for a period of 12 months.

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5. RELATIONSHIP TO PARENT AWARD

It has been agreed by the parties that the Metal & Engineering Industry [New South Wales] Interim Award will continue to regulate the rates of pay and conditions of employment of the 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.

6. DURESS

This Enterprise Agreement has not been entered into under duress by any of the parties.

7. PURPOSE OF AGREEMENT

The purpose of this Agreement is to generally increase the Company's overall efficiency at the same time as providing greater job security for employees and to provide employees with more rewarding and fulfilling jobs.

8. RATES OF PAY

8.1 It is agreed that the following rates of pay will apply:

The all inclusive hourly rates of pay (including the tool allowance) for tradespersons will be:

Handwritten signatures and notes:
Glen Ross
12/1/02

<u>Employee classified under Metal & Engineering Industry (NSW) Interim Award</u>	<u>Hourly Rate</u>
C9 Engineering Tradesperson Level II	\$ 13.43
C10 Engineering Tradesperson Level I	12.79

8.2 It is also agreed that there shall be no hourly rate adjustment, except where consistent with any State Wage Case decision handed down during the term of this Agreement.

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9. HOURS OF WORK

9.1 Subject to the general provisions of Clauses 13 and 16 of the Metal & Engineering (NSW) Award, the commencing and finishing times for maintenance employees will be determined to satisfy the requirements of the continuous manufacturing processes. Such ordinary hours for day work will be spread over the period of 6.00am to 6.00pm.

Shift work will also be required to be worked, the appropriate award notice to be given and the relevant shift penalties to apply.

10. MULTI-SKILLING

10.1 The parties to this Agreement recognise that one way to be more productive and efficient is to have highly skilled and flexible maintenance employees. To this end, it is agreed maintenance employees will carry out work that is incidental and peripheral to their main task and to the level of an employees skill, competency and training so long as it does not affect the health and safety of employees nor breach any statutory requirements.

10.2 The parties agree that Multiskilling in the workplace is to be enhanced including the educating of production employees in maintenance tasks. Prior to this occurring, genuine agreement with the appropriate production employees affected must be obtained and such employees will undergo appropriate training.

11. ON CALL ALLOWANCE

Maintenance employees acknowledge the need to be 'on-call' from time to time to cover for unforeseen mechanical adjustment or breakdown of production machinery.

Whilst there is no commitment for the employee to remain at his place of residence, a maintenance tradesperson who is 'on-call' will receive a daily allowance of \$8.00 per shift for carrying a pager [for the eleven shifts per week not covered] and will be expected to respond to a Call Back in the terms of clause 18(iii) of the Metal & Engineering (NSW) Award if he receives such notification.

[Handwritten signatures]
Glenon Ross
[Signature]
[Signature]

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12. CALL BACK

A maintenance employee attending a Call Back will be obliged to carry out all duties required to ensure the continuing operation of the manufacturing process.

13. ROSTERED DAYS OFF

The parties to this agreement accept the need for total flexibility in the taking of Rostered Days Off to facilitate maximum plant efficiency.

14. PUBLIC HOLIDAYS

Maintenance employees agree to the substitution of public holidays when circumstances relating to the maintenance of plant is necessary. Such substitution will be made by mutual agreement with the employee/s affected.

15. DISPUTE PROCEDURE

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

15.1 Procedure relating to a grievance of an individual employee:

[i] The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

[ii] 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.

[iii] Reasonable time limits must be allowed for discussion at each level of authority.

[iv] At the conclusion of the 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.

[v] While a procedure is being followed, normal work must continue.

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[vi] The employee may be represented by an industrial organisation of employees.

15.2 Procedure for a dispute between an employer and the employees:

[i] 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.

[ii] Reasonable time levels must be allowed for discussion at each level of authority.

[iii] While a procedure is being followed, normal work must continue.

[iv] 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.

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

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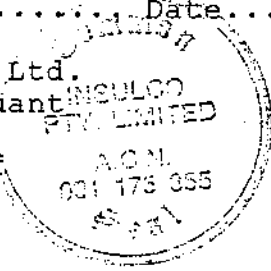
17. SIGNATORIES

Signed on behalf of Insulco Pty. Ltd.

Signed [Signature]

Witnessed by [Signature] Date 5/10/93

The Common Seal of Insulco Pty. Ltd. was here unto duly affixed pursuant to a resolution of the Board of Directors and in the presence of



[Signature]

Signed by maintenance employees of Insulco Pty. Ltd.

- 1 Glenn Ross GLENN ROSS 5-10-93
[Name] [Date]
- 2 Robert Max Brown Robert Brown 5-10-93
[Name] [Date]
- 3 Paul Redick Paul Redick 5-10-93
[Name] [Date]
- 4 D.K. Lyons D.K. LYONS 5-10-93
[Name] [Date]
- 5 [Date]
- 6 [Date]