

# ENTERPRISE AGREEMENT

NO: E.A. 350 /1994

DATE REGISTERED: 15-9-94

PRICE: \$ 16-00

- ENTERPRISE AGREEMENT -

BETWEEN

M S A [AUST] PTY LIMITED

AND

MECHANICAL/ELECTRICAL TRADES EMPLOYEES

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Filed with the Industrial Registrar on 20 JUNE 1994

AN ENTERPRISE AGREEMENT made this 16<sup>th</sup> JUNE 1994, in pursuance of the provisions of the Industrial Relations Act 1991 of New South Wales between M S A [Aust] Pty Limited and employees who are engaged to work on mechanical and instrument production, servicing and testing, together with plant maintenance as and when required.

MSA [METALS] ENTERPRISE AGREEMENT NO. 1

1. TITLE OF AGREEMENT

This Agreement shall be known as the M S A [Metals] Enterprise Agreement No 1.

2. ARRANGEMENT

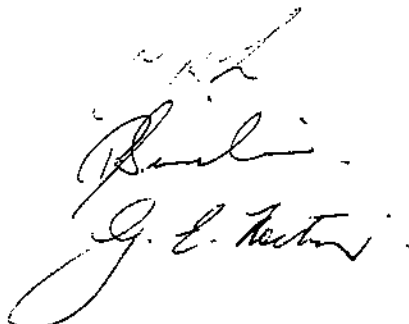
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3. INCIDENCE AND PARTIES BOUND

This Enterprise Agreement is made pursuant to Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991, as amended, entered into on the 1994 between M S A [Aust] Pty Limited, the Australasian Society of Engineers, the Electrical Trades Union of Australia New South Wales Branch and employees engaged at the factory site located at 137 Gilba Road, Girraween, NSW.

4. TERM OF AGREEMENT

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

  
J. L. Tector

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5. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this Enterprise Agreement that the agreement shall be read and interpreted wholly in conjunction with the following common rule awards:

Metal & Engineering Industry [NSW] Interim Award; and  
Electricians [State] Award,

provided that where there is any inconsistency with employees conditions in relation to the appropriate award, this Enterprise Agreement shall take precedence to the extent of such inconsistency.

6. DURESS

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

7. PURPOSE OF AGREEMENT

To set up measures to achieve gains in productivity, efficiency and employee flexibility. To achieve this aim:

- [i] It is recognised by both employee and the employer that their mutual security will be achieved only by working together to a common end result for a competitive and profitable company.
- [ii] The company management has addressed all staff including employees who are a party to this agreement, as to the urgent need to develop productivity gains to offset manufacturing, servicing and maintenance costs and will continue to maintain this dialogue.
- [iii] The Company will expand the Total Quality Management [TQM] and Continuous Improvement System [CIS] programs involving employees as a means to improving productivity efficiency and flexibility in the workplace. Process Improvement Team [PIT] meetings are held on a regular basis to identify and develop these required efficiencies within the manufacturing, assembly, servicing and maintenance processes.
- [iv] Furthermore, the Company has set up a Consultative Committee comprising of workplace employees, supervision and management to discuss workplace change and to generally develop a greater mutual understanding between the parties.

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[v] There will be a continuing effort by this Consultative Committee to create and develop improved production, efficiency and flexibility gains through regular meetings of the parties.

[vi] The objective of this agreement is to achieve a measurable increase in productivity, efficiency and flexibility to facilitate long term employment prospects within the manufacturing sector of the company.

8. HOURS OF WORK

[i] The commencing and finishing times for ordinary time will be determined to satisfy the requirements of the production, service and plant maintenance departments. Such ordinary hours for day work will be spread over the period of 6.00am to 6.00pm Monday to Friday.

The employer retains the right to nominate starting and finishing times for employees following discussion with appropriate employees and giving a minimum [unless by mutual arrangement] of one weeks notice of such change.

[ii] Meal breaks may be staggered or times altered without penalty to ensure full flexibility with the other requirements of the plant or customer.

9. ROSTERED DAY OFF [RDO]

The parties to this Agreement accept the need for total flexibility with the taking of RDO's to facilitate maximum enterprise efficiency.

Furthermore, Supervision reserves the right to re-schedule an employees RDO to another day to suit production requirements, subject to mutual agreement with the employee/s.

10. PUBLIC HOLIDAYS

Employees party to this Agreement agree to the substitution of Public Holidays and undertake to give favourable consideration to such substitution by mutual agreement for circumstances relating to the maintenance of plant or service requirements for customers.

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11. WAGE ADJUSTMENTS

11.1 Employees party to this agreement will receive a wage increase of 3% [less any 1993 State Wage Case \$8.00 Safety Net adjustment provided for in the appropriate award nominated in Clause 5 herein], based on each respective employee's award rate plus overaward margin [and excluding allowances such as leading hand, tool and service etc.] from the first pay period to commence on or after the date of registration of this Agreement.

11.2 A further identical wage increase [nominally 3%] will be granted from the first pay period to commence six [6] months after the date of the increase granted in subclause [11.1] hereof.

12. PAYMENT OF WAGES

All wages will be paid weekly through Electronic Funds Transfer [EFT]. Subject to circumstances beyond the company's control, wages will be deposited into employees personal accounts by 4.00pm each Wednesday.

Banking and government charges associated with this method of payment are included within the pay adjustment associated with this agreement.

13. DEMARCATIION, RESTRICTIVE WORK PRACTICES & MULTI-SKILLING

The parties to this agreement undertake to ensure that there will be no job demarcation or restrictive work practices. By agreement, the parties will work towards developing more broadly based job skills training enabling expanded multi-skilling within the workforce, subject to safety and legislative restrictions. Provided also that in cases of varying work programs, employees may be temporarily transferred to alternative duties.

Where an employee is required to carry out adjustments and basic maintenance work to production machinery [either in conjunction with maintenance personnel or independently as agreed], such work will only be required to the level of the employee's skill, competency and training and as long as it does not effect the health and safety of the employee/s or breach statutory requirements.

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14. ABSENTEEISM

Employees are to be re-appraised of the company's existing attendance bonus system as a means for improving attendance levels. The company will display details of the system on notice boards.

15. EMPLOYEE COUNSELLING

With the object of retaining good employer/employees relations, no employee will be dismissed [except for misconduct which would justify instant dismissal] unless the following procedures have been followed:

[i] First Warning: If Management considers an employee to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee the right to respond. If the employee so requests, a witness of his choosing may be present. The nature of the unsatisfactory service will be committed to writing.

[ii] Second Warning: If the employee in the opinion of the employer continues to be unsatisfactory, the company shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service will lead to dismissal. Again, the nature of the unsatisfactory service will be committed to writing.

[iii] Third Warning: If after two [2] written warnings the employer considers the employee to still be unsatisfactory, then the employee, in the presence of the appropriate union delegate, will be given a final warning.

[iv] Failure by the employee to respond to the final warning will result in the employee being dismissed.

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16. AVOIDANCE OF INDUSTRIAL DISPUTES

Disputes, grievances or changes in the nature of work practices should be discussed in a manner designed to bring a harmonious resolution. In this regard, the parties to this agreement will strictly observe the following grievance procedure:

- [i] The grievance must initially be dealt with as close to its source as possible.
- [ii] The employee is required to notify [in writing or orally] the employer, through his/her Leading Hand, as to the substance of the grievance and request a meeting to discuss the grievance.
- [iii] The graduated steps for the resolution of the grievance shall be:
  - [a] with the Leading Hand,
  - [b] failing a resolution, the Production Manager
  - [c] failing a resolution, the Factory Manager.
- [iv] At the conclusion of each discussion at each level of authority, the employer's representative must provide a response to the employee's grievance as soon as is practicable following such discussion giving reasons for not implementing any proposed remedy if applicable.
- [v] While the procedure is being followed, a status quo of the work arrangements must continue.
- [vi] The employer may be represented by an industrial organisation of employers and the employee/s may be represented by the Union for the purposes of each procedure.
- [vii] If a resolution of the dispute cannot be reached, either party retains the right to refer the matter to the NSW Industrial Relations Commission.

17. NOT TO BE USED AS A PRECEDENT

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



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18. DATE OF REGISTRATION

This Enterprise Agreement shall take effect from the first pay period to commence on or after \_\_\_\_\_ and shall have a nominal life of 12 months.

19. SIGNATORIES TO AGREEMENT

Signed for and on behalf of M S A [Aust] Pty Limited PTY. LIMITED  
A.C.N. 000 389 837



Signed ..... *[Signature]* ..... *[Signature]*  
DIRECTOR SECRETARY

Witnessed by... *[Signature]* ..... Date 16th June 1994

Signed for and on behalf of the employees engaged on mechanical and electrical duties at M S A [Aust] Pty Limited by the:

[i] Australasian Society of Engineers [NSW Branch]

..... *[Signature]* ..... Secretary. 20<sup>th</sup> May, 1994.  
[name and title] [date]

..... *[Signature]* ..... 20<sup>th</sup> MAY 1994  
[witness] [date]

[iii] Electrical Trades Union of Australia [NSW Branch]

..... *[Signature]* ..... Assistant Secretary. 25/5/94  
[name and title] [date]

..... *[Signature]* ..... 25/5/94  
[witness] [date]