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ENTERPRISE AGREEMENT

NO: E.A. 394 /1994

DATE REGISTERED: 4-10-94

PRICE: \$ 14-00

Atlas Copco Australia Pty Limited (Clerks) Enterprise Bargaining Agreement 1994

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1. TITLE

This Agreement shall be known as the Atlas Copco Australia Pty Limited, Blacktown (Clerks) Enterprise Bargaining Agreement 1994.

2. ARRANGEMENT

This Agreement is arranged as follows:

<u>Subject Matter</u>	<u>Clause Number</u>
Arrangement	2
Casual Labour	13
Date and Period of Operation	4
Declaration	6
Dispute Settling Procedure	9
Health, Safety and Environment	11
Job Advertising	12
Objectives of the Agreement	7
Parties to the Agreement	3
Productivity, Efficiency, Flexibility	17
Quality	10
Redundancies	14
Relationship to Parent Award	5
Single Bargaining Unit	8
Skills Development, Education & Training	18
Superannuation	16
Union Meetings	15
Wages	19

3. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- Atlas Copco Australia Pty Limited, 3 Bessemer Street, Blacktown.
- The Federated Clerks Union of Australia (New South Wales Branch) and shall be binding on all clerical employees who are employed at the location in a) above.

4. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first pay period to commence on or after the date of registration and shall remain in force for a period of twelve months. This Agreement shall be reviewed via the Single Bargaining Unit in a process commencing no later than six months prior to the date of expiry.

5. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Clerks (State) Award, provided that where there is any inconsistency between the Agreement and that Award this Agreement shall take precedence to the extent of the inconsistency.



3. DECLARATION

The parties to this Agreement declare that they have not entered into this Agreement under duress.

7. OBJECTIVES OF AGREEMENT

Significant organisational and operational changes have taken place within Atlas Copco Australia Pty Limited operations due to changing market conditions and customer service expectations.

In adapting to this different environment, the company has implemented a formal process of continuous improvement which is designed to –

- a) provide the best available service to customers;
- b) incorporate Quality Assurance as an integral part of the business;
- c) increase productivity without additional cost to customers.

The arrangements outlined in this agreement are intended to support these customer service and productivity objectives, as well as provide a more meaningful and responsible environment for award personnel.

The parties are committed to modernising the terms of the award so that it provides for more flexible working arrangements, improves the efficiency and productivity of the industry, enhances skills and job satisfaction and assists positively in the restructuring process.

8. SINGLE BARGAINING UNIT

For the purpose of negotiating an enterprise agreement a single bargaining unit was established consisting of two employee representatives, their own union official and one management representative.

It is the intention of this agreement that a Joint Consultative Committee with a proper Constitution will be established early in the life of this agreement to facilitate this enterprise agreement, and to continue on from there, and this Committee will include an elected representative of the union on site.

9. DISPUTE SETTLING PROCEDURE

Any dispute arising out of the implementation of the provisions of this agreement shall be subject to the provisions of the Dispute Settling Procedure of the Clerks (State) Award. Whilst this is not a no-strike clause, it is the Agreement's objective to try to ensure no loss of salary and no loss of production or production or service.

10. QUALITY

Parties to this agreement agree to participate in a fully consultative process of quality accreditation (AS 3902) being undertaken across all Divisions in 1994. Similarly, the parties agree to discuss and establish means of adhering to the relevant national quality standards.

11. HEALTH, SAFETY & ENVIRONMENT

Atlas Copco promotes a safe and healthy workplace for all its employees and it is the aim of this agreement that all parties actively support and adhere to the detail of the company policy. Specifically, it is agreed that all parties will utilise the Safety Representative as second point of contact on all health and safety matters after consulting their supervisor. This agreement confirms the intention of all parties to discuss and agree means of adhering to the Atlas Copco environmental management policy and procedures.

12. JOB ADVERTISING

It is company policy that all internal vacancies are advertised in order that

- i) All staff have access to information on staffing movements.
- ii) All staff have equal opportunity to apply for promotion.
- iii) Divisional transfers occur with no loss of benefits and conditions.

The company policy of notifying the staff member's immediate supervisor of the intention to apply for a vacancy still applies. Having notified the immediate supervisor, the staff member should then make a formal application with Human Resources.

13. CASUAL LABOUR

All parties agree the use of casual labour in circumstances where business demands it (on a short term basis, reviewed monthly) and given that relevant delegates are consulted beforehand by the supervisor. It is not the intention of this agreement that casuals and contractors be used to replace permanent staff. Permanent staff have priority over casual labour when overtime is required.

14. REDUNDANCY

This agreement recognises the existence of the operation of the Atlas Copco redundancy formula included at Appendix A. No mandatory redundancy to apply as a result of implementation of this agreement.

15. UNION MEETINGS

Parties to this agreement confirm that notice of a consultative committee reportback union meeting in paid company time be given to the Supervisor or Human Resources Manager 24 hours prior to the meeting time. Other paid union meetings will be held at mutually convenient times subject to notice being given a minimum of one (1) working day beforehand.

16. SUPERANNUATION

Parties to this agreement resolve to undertake a review of arrangements for contributory membership of the Atlas Copco Australia Pty Limited Staff Superannuation Fund at the rate of either 3% or 5%. This review will be completed and implemented within the life of this agreement.

17. PRODUCTIVITY, EFFICIENCY, FLEXIBILITY

The parties to the agreement have agreed the following performance indicators and targets:

A. AGREED PRODUCTIVITY GAINS

- . Productivity gains targets to be agreed and set for each staff (as well as methods to achieve them) in line with productivity factors in the staff member's job description.

B. PACKAGING

- . 90% of all packaging recycled
- . All office paper to be recycled

C. ANNUAL LEAVE

- . The parties agree to maintain current flexibility in scheduling of Annual Leave consistent with Clerks (State) Award.

D. JOB CLASSIFICATION & FLEXIBILITY

- . Jobs will be classified as set down in Clause 19
- . Accredited training will occur in a range of job skills to enhance career prospects and to increase workforce flexibility

E. WORK HOURS

- . Span of daily work hours will be extended to 0700–1800 on a voluntary basis.

18. SKILLS DEVELOPMENT, EDUCATION & TRAINING

A. SKILLS AUDIT & TRAINING NEEDS

It is agreed that a skills audit will be conducted for all personnel party to this agreement using as its model the successful audit conducted within CMT Service in 1992.

As a result of this audit, training needs will be established for all staff and, subject to timing, plans laid for appropriate accredited training to be provided.

A fully constituted Training Committee to be set up.
Membership: Hazel Culbert, Gai Robinson, Ken Cullen

B. ASSISTANCE WITH STUDY

This agreement acknowledges the Atlas Copco Assistance with Study Policy and confirms the continuation of company encouragement and assistance to all staff who wish to undertake external study.

C. PERSONAL DEVELOPMENT

This agreement confirms the intention of all parties to work towards "total development" of all staff which will involve training and development in technical and directly job-related areas, as well as areas of personal development such as communication skills, time management and supervisory development.

These skill areas will be identified in the skills audit under Clause 18.A.

D. QUALITY TRAINING

As part of the Atlas Copco TQM programme, all staff will undergo training to enable them to participate and spearhead continuous improvement processes in their work areas. This agreement confirms the readiness of the staff, on the one hand, to embrace TQM principles and work with them and of the company, on the other hand, to take up employee recommendations and ensure that they are duly implemented.

E. JOB CLASSIFICATION

Classifications for all positions to be reviewed, reclassified, documented and agreed as relating to award classifications and in line with upcoming national competency standards. (See matrix over page.)

19. WAGES

Subject to the commitment to the terms and conditions of this agreement, a 6% wage increase will be implemented sequentially in the following order for the commitment to improve the productive performance of Atlas Copco:

Date of Approval	1994	2.0%
1 November	1994	2.0%
31 March	1995	2.0%

The increases will apply to current rates of pay and these rates are inclusive of an initial 4.5% structural increase.

EXEMPTIONS

Clause 24, Exemption, of the Clerks (State) Award shall not apply at Atlas Copco.

Grading	Percentage Rate	Award Minimum Wage	Atlas Copco Rate
GRADE 1 Clerical Assistant	92.10%	\$392.40	\$422.40
GRADE 2 Clerical Officer	97.05%	\$412.90	\$442.40
GRADE 3 Clerical Officer	100.00%	\$425.20	\$455.20
GRADE 4 Clerical Officer	106.66%	\$453.00	\$483.00
GRADE 5 Administrative Officer	115.05%	\$488.00	\$518.00
GRADE 6 Administrative Officer	124.64%	\$528.00	\$558.00

APPENDIX A

Retrenchment Agreement

1
The Company agrees to notify the appropriate Shop Steward/Union prior to a retrenchment.

2
Whilst recognising that the Company has the right to employ and terminate, it accepts that any retrenchment be on a strict basis of seniority within classification. Volunteers will be accepted and entitled to retrenchment provisions, except re-employment preference.

3
The Company will pay a minimum of two weeks wages in lieu of notice. The Company will pay three weeks in lieu of notice for three years service; four weeks for four years; additional one week if over 45 years of age plus a further week if over 55 years.

4
For service of less than one year, the Company will pay a minimum of five days pay.

5
For service over one year, the Company will pay ten days pay for each year of service, calculated on completed years and months.

6
The Company will pay out untaken sick leave by way of retrenchment bonus, and untaken annual leave including 17.5% loading.

7
The Company will pay long service leave on a pro-rata basis after five years service for Federal Award employees and after 2.5 years service for State Award employees.

8
The Company will extend preference for re-employment to a retrenched employee should a vacancy suitable for the person occur within a period of six months from the date of retrenchment. Such offer will be in writing and must be replied to by the person within three days of estimated receipt.

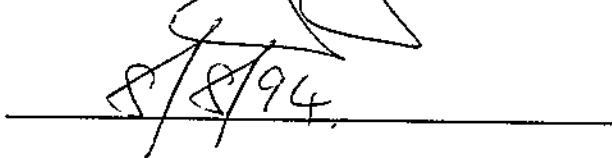
9
No retrenched employee will receive less than the award entitlement or entitlements under the Employment Protection Act 1982.

For and on behalf of the
Federated Clerks Union of Australia (NSW) Branch

Signed:


A handwritten signature in black ink, appearing to be 'A. King', written over a horizontal line.

Dated:

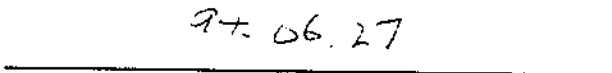
A handwritten date '8/8/94' written over a horizontal line.

For and on behalf of
Atlas Copco Australia Pty Limited, Blacktown

Signed:

A handwritten signature in black ink, appearing to be 'A. King', written over a horizontal line.

Dated:

A handwritten date '27.06.27' written over a horizontal line.