

ENTERPRISE AGREEMENT

NO: E.A. 471 /1994

DATE REGISTERED: 29-11-94

PRICE: \$ 54-00

CONTINENTAL CARBON AUSTRALIA

PTY. LIMITED

ENTERPRISE AGREEMENT 1994

1. APPLICATION OF THE AGREEMENT

This agreement between Automotive Metals and Engineering Union, Federated Ironworkers Association of Australia New South Wales Division, Australasian Society of Engineers, Electrical Trades Union of Australia New South Wales Branch and Continental Carbon Australia Pty. Limited shall apply at the establishment of Continental Carbon Australia Pty. Limited, Sir Joseph Banks Drive Kurnell (hereinafter "the Company") and the incidence of this agreement shall cover all persons employed in Clause 5 "Definitions".

The agreement has been entered into freely by the parties. No party has been subject to duress.

2. 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 two years from the date of signing.

3. RELATIONSHIP TO FORMER INDUSTRIAL AGREEMENT

This agreement replaces a former Industrial Agreement No. 5555, which was filed with the Industrial Registrar on 15th September 1985.

This agreement totally covers the terms and conditions of employment previously covered by the abovementioned former industrial agreement. The agreement also totally replaces the terms and conditions of the Electricians (State) Award.

4. Arrangement

This Agreement shall be arranged as follows:-

Clause No.	Subject
35.	Accident Pay
20.	Annual Leave
1.	Application of the Agreement
4.	Arrangement
23.	Bereavement Leave
16.	Call Back
34.	Company Policy Commitments
6.	Contract of Employment
2.	Date and Period of Operation
5.	Definitions
31.	Disciplinary Procedure
30.	Dispute Procedures
29.	Employment Change

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R. P. M.

26.	First-Aid
10.	Hours of Work
24.	Jury Service
21.	Long Service Leave
25.	Parental Leave
32.	Mechanisation
9.	Mixed Functions
12.	Overtime
18.	Payment of Wages
19.	Policy Regarding E.F.T.
27.	Protective Clothing
15.	Public Holidays
3.	Relationship to Parent Award
17.	Rest Period
8.	Service Increments
11.	Shift Work
22.	Sick Leave
33.	Training Committee
13.	Tea Money
28.	Union Notices
14.	Weekend and Holiday Pay
7.	Weekly Wage Rates, Special Rates

5. DEFINITIONS

Fitter/Welder

A fitter/welder is an employee designated by the Company who possesses the appropriate qualifications and training to carry out the duties of his position in the areas to which he is assigned. He is responsible to the maintenance supervisor, or their delegate, for the safe and efficient performance of duties to which he is assigned.

Licensed Electrician/Instrument

A licensed Electrician/Instrument is an employee designated by the Company who possesses the appropriate qualifications (with the addition of electrical licence) and training to carry out the duties of his position in the areas to which he is assigned. He is responsible to the maintenance supervisor, or their delegate, for the safe and efficient performance of duties to which he is assigned to.

Rigger/Scaffolder

A Rigger/Scaffolder is an employee designated by the Company who possesses the appropriate qualifications and training to carry out the duties of his position in the

areas to which he is assigned. He is responsible to the maintenance supervisor or their delegate, for the safe and efficient performance of duties to which he is assigned to.

Ironworker

A Ironworker is an employee designated by the Company who posses the appropriate qualifications and training to carry out the duties of his position in the areas to which he is designed, he is responsible to the maintenance supervisor, or their delegate for the safe and efficient performance of duties to which he is assigned.

Leading Hand

A leading hand is an employee who possess the appropriate qualifications designated as such by the Company.

Ordinary Rates

Unless elsewhere provided, the term Ordinary Rates shall be held to refer to the weekly wage shown at Column 3 Clause 7, "Wage Rates" of this agreement.

ALL EMPLOYEES COVERED BY THE ABOVE DEFINITIONS SHALL KEEP THE AREA AND THE WORKPLACE IN WHICH THEY WORK CLEAN AND TIDY AS REQUIRED BY THEIR SUPERVISOR.

6. CONTRACT OF EMPLOYMENT

- (i) Except as hereinafter provided employment shall be by the week.
- (ii) Employment shall be terminated by a week's notice on either side, given at any time during the week or by the payment or forfeiture of a week's wages as the case may be; provided that the employer may dismiss an employee for misconduct or neglect of duty in which case wages shall be paid only up to the time of dismissal.
- (ii) An employee discharged for any reason other than for misconduct or neglect of duty, in the week preceding a public holidays shall be paid for such holiday or holidays which occur in the following week.
- (iv) Trial Period - notwithstanding anything elsewhere contained in this clause, the first three months of employment will be on a trial basis and may be terminated by five days' notice by either side except during the first week of employment when termination will be on hour's notice on either side.

Provided that if the requisite notice is not given during this period the payment or forfeiture of one hour or five days' wages depending upon when termination is effected will be applied. Provided that reasonable cause for such termination be provided in writing to the employee by the employer. This subclause shall not apply to casuals.

- (v) An employee shall work as reasonably required, employees shall perform such work as the employer shall from time to time reasonably require, subject to the New South Wales Occupational Health and Safety Act, 1983.

7. WEEKLY WAGE RATES

A. BASIC WAGE

This Agreement, in so far as it fixes rates of wages for adult males, is made by reference and in relation to the Basic Wage of \$121.40 per week.

The said Basic Wage for adult males is the Basic Wage referred to in Section 13 of the Industrial Relations Act 1991.

B. WAGE RATES

The rates of pay for the classification set out hereunder shall, subject to the other provisions of this Agreement, be ascertained by adding to the Basic Wage for adult males from time to time affecting the weekly margins set out after such classification.

Classification	Basic Wage	Margin	Weekly Wage
Licensed Electrician	\$121.40	\$439.50	\$560.90
Licensed Electrician Instrument Fitter	\$121.40	\$474.35	\$595.75
Fitter/Welder	\$121.40	\$417.55	\$538.95
Rigger/Scaffolder	\$121.40	\$377.40	\$498.80
Ironworker	\$121.40	\$343.80	\$465.20

In addition to the above wage rates the following rates shall be paid:

	<u>Weekly Wage</u>
Welder 2nd class	\$509.60
Fitter/Welder with D.L.I. Cert	\$552.05
Leading Hand	\$564.05
L/H Licensed/Electrician/Instrument Fitter	\$630.20
Senior Leading Hand	\$575.90

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Included in the total wage to be paid for all purposes is a disability allowance of \$2.00 per day. As it is now part of the all purpose rate, it is not subject to reintroduction as a separate allowance.

- (i) Transport and Location Allowance of \$1.72 per day.
- (ii) The margins and allowances provided for in this Clause are agreed to have regard to all disabilities which occur in the plant, except those prescribed in Sub-Clause B, Special Rates.
- (iii) (a) All wages and allowances in this agreement will be increased by 1.5% 12 months after the implementation of this agreement. A further 1.5% increase to all wages and allowances to be paid 6 months after the increase provided for above.
- (b) Weekly wages as shown under Clause 7 hereof subject to paragraph (a) shall not be varied during the currency of this Agreement except as prescribed increases in State Wage Case(s) as determined by the Industrial Relations Commission of New South Wales or increases as agreed from time to time by the Management.
- (c) The following allowances will also be varied as in 7(vi)(a) and (b) above—
 - Service Increments
 - Transport and Location Allowance
 - Entry to Bag Filters
 - First Aid Allowance
 - Forklift Allowance
 - Leading Hand Allowance
 - Call Back Car Allowance (as agreed 5/12/90)

C. SPECIAL RATES

- (i) Employees required to work within the Bag Filters shall be paid the sum of \$5.93 for the first hour or part thereof, then at the rate of \$1.04 per hour for each hour or part thereof.
- (ii) Any forklift driver will be paid \$3.61 per day or shift extra to operate a forklift on instruction from the appropriate Departmental Supervisor.
- (iii) Instructions and examinations away from the Company's premises. An employee required to present himself at a time other than during his normal working hours, for an examination for a certificate or ticket in accordance with the provisions of any statute or regulations made thereunder shall be paid a minimum of four (4) hours at appropriate overtime rates and shall be

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reimbursed with the cost of the examination and car allowance of \$19.06 calculated at 60 cents per kilometre as per clause 16 (iii).

8. SERVICE INCREMENTS

The following scale of Service Increments will apply—

\$2.49 per week after one years service, increasing to
\$4.88 per week after two years service, increasing to
\$7.35 per week after three years service, increasing to
\$9.68 per week after four years service, increasing to
\$12.26 per week after five years service, increasing to
\$14.74 per week after six years service, increasing to
\$17.06 per week after seven years service, increasing to
\$19.31 per week after eight years service, increasing to
\$21.94 per week after nine years service, increasing to
\$24.50 per week after ten years service.

- (i) The increments are flat weekly payments, however such increments will be reduced when an employee has any absence for which he is not entitled under this Agreement to payment of any wages, eg
- (ii) Such reduction will be split into fractions of not less than one day, with any part of a day counting as one day.
- (iii) The increments shall not be taken into account for the purpose of calculation of overtime, shift premiums or any other allowance or premiums.
- (iv) "Service" means continuous service by a permanent employee employed directly by the Company.
- (v) "Week" means pay week.
- (vi) Payment of the increment will commence from the beginning of the first full pay week on or after the date in which the employee qualifies for such increment.
- (vii) The increment shall be paid during Annual Leave, Long Service Leave, Public Holidays.

9. MIXED FUNCTIONS

An employee who is required to do work carrying a higher rate than his ordinary classification for any part of a day or shift shall be paid at a higher rate for the full day or shift. If an employee, without having received 7 days written notice, is transferred (other than at his own request or by reason of his inability or failure to perform satisfactorily the duties required to him) to work of a classification for

which a lower weekly wage is prescribed under this agreement than that applying to the classification in which he was previously employed, he shall be paid during such 35 ordinary hours or any lesser time so employed, the rate for the classification in which he was employed prior to the transfer.

10. HOURS OF WORK

DAY WORKERS

- (i) The ordinary hours of work for day workers shall be thirty five (35) hours per week averaged over a nine (9) day fortnight to be worked seven (7) hours forty seven (47) minutes per day Monday to Friday inclusive between the hours of 5.00am to 5.00pm.
- (ii) Day Workers shall be allowed a meal break of thirty (30) minutes to be taken between the hours of 10.00am and 1.00pm each Monday to Friday inclusive. An employee shall not work more than five (5) hours continuously without a meal break.

Work done by an employee during his recognised meal interval and thereafter until meal interval is allowed, shall be paid for at overtime rates.

- (iii) Rest Period: Day Workers shall be allowed a period of ten minutes as a rest period during the first half of each day to be taken at a time to be mutually arranged.
- (iv) An employee in the establishment covered by this agreement who is entitled to a rostered day off shall be rostered off on one of the normal working days to suit the needs of the business.

11. SHIFT WORKERS

Subject as otherwise provided, shift workers shall be paid, in addition to the rates payable under this Agreement, shift work allowance as follows:

- (i) Shift workers whilst on Afternoon or Night Shift Monday to Friday inclusive shall be paid 15 percent more than the ordinary rates for such shift.
- (ii) Employees working permanently on Afternoon or Night Shift Shall be paid at time and quarter for work performed.
- (iii) Day Workers may be transferred to a shift other than day shift for a period of less than five (5) days on the issue of a forty-eight (48) hours' notice. Such day workers shall be paid the applicable shift penalties and in the absence of forty-eight (48) hours' notice shall be paid at the rate of double time for shifts worked during this forty-eight (48) hours' notice period.

12. OVERTIME

(i) Day Workers

- (a) All time worked before the usual commencing time or after the usual ceasing time each day or in excess of the ordinary hours shall be overtime and shall be paid at the rate of double time, providing it is authorised by a Supervisor.
- (b) When the period of overtime worked is less than one half hour the employee will be paid for one half hour. When the period of overtime is in excess of one half hour he will be paid for one hour. When the period of overtime exceeds one hour he will be paid for the time worked.
- (c) Day workers when working a weekend or public holiday overtime shift shall be paid eight (8) hours at the appropriate rate and with a paid twenty (20) minute crib break.

- (ii) The employer may require any employee to work reasonable overtime at overtime rates and such employees shall work overtime in accordance with such requirements.
- (iii) Where an employee after having worked overtime finishes at a time when his normal means of transport is not available the Company shall provide transport to the nearest public transport and alternatively, if public transport is not available at the public transport connection the Company shall provide transport to the employees home.

13. TEA MONEY

- (i) Any employee required to work overtime in excess of two (2) hours, after working his ordinary hours and without receiving notice thereof, on the previous day or shift shall be provided with a suitable meal or paid in lieu of \$6.72 for the first meal and all subsequent meals.
- (ii) Unless the period of overtime is less than two (2) hours, the employee before starting overtime, after working his ordinary hours, shall be allowed a meal break of twenty (20) minutes and shall be allowed a further crib time of twenty (20) minutes without deduction of pay after each four (4) hours of overtime worked if he continues to work after such crib time.
- (iii) Any employee required to work overtime for more than two (2) hours prior to and continuous to his normal day or shift will be provided with a meal or paid tea money of \$6.72.

If an employee pursuant to notice is not required to work overtime or is required to work less than the amount advised, he shall be paid as above prescribed.

- (iv) A day worker recalled to work overtime on a Saturday, Sunday or Public Holiday will be entitled to a meal or tea money provided notice was not given on the previous day or shift and provided that the overtime worked exceeds four (4) hours

14. WEEKEND AND HOLIDAY PAY

Day Workers

- (i) Day Workers shall be paid at the rate of double time for all work performed on Saturdays, and on Sundays.
- (ii) For all work performed on Public Holidays, day workers shall be paid at the rate of double time and a half, excepting that work performed on Good Friday and Christmas Day will be paid at the rate of treble time.

15. PUBLIC HOLIDAYS

- (i) The days on which New Year Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day are observed and special days appointed by proclamation as Public Holidays through the State together with an employee's birthday, shall be recognised as holidays and paid for as such. If an employee's birthday falls on a non-working day the next working day following their birthday will be given. Provided that by agreement between the employer and the employee such day may be substituted for another day off.
- (ii) Where an Employee is absent from work on the working day, or part thereof, before or on the working day, or part thereof, after a Public Holiday without reasonable cause, proof of which shall be upon him, or with the prior approval of the Supervisor, he shall not be entitled to payment for any such Holiday.
- (iii) A day worker whose rostered day off falls on a Public Holiday shall receive, in addition to his normal Public Holiday pay, an amount equalling 7 hours, 47 minutes at one and a half his ordinary rate. (1978 Agreement).

16. CALLS BACK

When an employee is recalled to work overtime not continuous with his normal shift:

- (i) Such overtime commencing at a time which is not his normal shift starting time he shall be paid one hour's pay at the appropriate rate to cover time spent in travelling to and from the Company's premises.
- (ii) After leaving the Company's premises whether notified before or after leaving the premises, he shall be paid for a minimum of four (4) hours at the appropriate overtime rates for each time he is so recalled.
- (iii) An allowance of \$19.06 shall be paid to employees who use their private cars to attend at the plant on calls back, provided such attendance involves an extra trip to the plant.

This allowance is based on 60 cents per kilometre established by the N.R.M.A. as of March 1990 adjusted for the appropriate rate for a four cylinder car being used to the extent of 15,000 kilometres per year. The allowance is based on an average of thirty two (32) kilometres round trip, this currently being \$19.06.

- (iv) When an employee recalled from his home to work overtime does not have his own means of transport available, the Company shall provide transport to and from work; provided that in such cases, Sub-Clause (iii) hereof shall not apply.
- (v) Except for (vi) below overtime worked in the circumstances specified in this Clause shall not be regarded as overtime for the application of the 10 hour break when the actual time worked is less than three (3) hours on such recall.
- (vi) For Call Backs Monday through Friday between 3.17pm and 1.17am the employee shall be entitled to a 10 hour break before commencement of his ordinary work.
- (vii) For Call Backs Monday through Friday between 1.30am and 6.00am the employee may report back to work late by the number of hours he has worked plus one (1) for travel time. On Sunday this will apply after 10.00pm.

17. REST PERIOD

- (i) An employee who works so much overtime between the termination of his ordinary work on one day or shift, and the commencement of his ordinary

work on the next day or shift, that he has not had at least ten (10) consecutive hours off duty between those times shall be released after completion of such overtime until he has had ten (10) consecutive hours off duty, without loss of pay for ordinary working time during such absence. If on the instruction of the Company such employee resumes or continues his work without having had such ten (10) consecutive hours off duty, he shall be paid at appropriate overtime rates until he is released from duty for such period and he shall then be entitled to be absent until he had (10) consecutive hours off duty for ordinary working time occurring during such absence.

18. METHOD OF PAYMENT OF WAGES

- (i) Wages shall be paid by Electronic Funds Transfer.
- (ii) The ordinary rate payable under this Agreement will be the sum of the Basic Wage and Margin.
- (iii) The rate for the calculation of all overtime under this Agreement shall be the ordinary rate as specified in sub-clause (ii) of this Clause.

21. POLICY REGARDING ELECTRONIC FUNDS TRANSFER FOR WAGES STAFF

With the introduction of E.F.T. for weekly paid employees there is a number of adaptations required to successfully implement the system. These are as listed under.

1. Pay adjustments:

All pay adjustments of a net value to the employee of less than \$40.00 are to be included in the next weekly pay.

Substantial adjustments greater than \$40.00, as a result of the fault of the Company, will be rectified by issuing a cheque made out to cash and given to the employee as soon as is practical.

2. Pre-pays will no longer be required as all pays will be available at the same time at the various financial institutions.
3. Holidays advised to the account department with less than 2 weeks notice will be paid in the next available pay run. As will be holidays of less than one week duration.
4. The Company is to accept responsibility for payment of wages up to the

time that the Company's account with Westpac is debited.

5. Pays remain calculated on a Tuesday, pay slips will be available on a Wednesday and barring internal delays with the banks will be available early Thursday mornings.
6. Pays will be credited to any one of the banks in the list attached to the authority form. We are unable to deposit to a bank/financial institution not listed.
7. Any deposit tax levied by the Government (if any) will be borne by the employee.
8. All pay rates will now be calculated to 4 decimal places of a dollar instead of the previous 5, with all employees rates rounded upwards.
9. If, through the fault of the Company, payment is not available to the employee prior to 3:17pm Thursday, waiting time at ordinary rates will apply from the time an authorised employee of the Company is advised of such unavailability and will apply until payment is available through the employee's bank/financial institution.

20. ANNUAL LEAVE

(i) Day Workers

- (a) Day workers shall be allowed twenty-eight (28) consecutive days leave (including non-working and rostered off days) annually after twelve (12) months continuous service as an employee. For the purpose of calculating twelve (12) months continuous service, the period of leave shall be included. During this period of annual leave Day Workers shall receive a Loading of 22.5 percent on Annual Leave pay. The Loading prescribed shall not apply to proportionate leave on termination.
- (b) Annual Leave exclusive of public holidays. Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by this sub-clause (i) of Clause 16 "Public Holidays" of this Agreement and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

21. LONG SERVICE LEAVE

See Long Service Leave Act, 1955, as amended.

Provided that continuous shift workers who elect to take their Long Service Leave after the qualifying period or lawfully terminate their employment with the Company after ten years service shall be paid on the basis of a weekly rate which will be at the weekly rate payable in accordance with Clause 18, sub-clause (ii) of this Agreement.

22. SICK LEAVE

- (i) An employee after one month's continuous service with the Employer who is unable to attend for duty by reason of personal illness or personal incapacity, proof of which shall be on him, shall be entitled in his first year of service and up to and including five years, an aggregate of ten (10) days of working time at ordinary rates of pay for day workers and for shift workers at the average weekly pay (excluding bathe-out, disability, first aid and boiler certificate). Provided that the employee shall inform his employer within 24 hours of commencement of the absence of the estimated duration of the absence and the nature of the illness. Such sick leave will only be paid after one month's continuous service, provided that an employee who has taken sick leave during that month will be reimbursed at the expiration of that month. Sick leave may not be accumulated in excess of 30 days sick leave as measured at the end of the employee's sick leave year.
- (ii) After five (5) years of continuous service with the Employer an employee shall be entitled to further additional sick leave up to an aggregate of five (5) days of working time in any one year.
- (iii) Employees may have three single sick days per year without a Doctor's Certificate, all sick days apart from these three single days will be paid on receipt of a Doctor's Certificate.
- (iv) Sick leave under this clause shall accumulate and be paid for, subject to continuous employment year to year, consistent with the provisions of the Industrial Relations Act, 1991, as amended.
- (v) Subject to Section 7 (2C) and (2D) (a) of the Workers' Compensation Act, an employee shall not be entitled to paid leave of absence for any period in respect of which he is entitled to compensation under the Workers' Compensation Act in force from time to time.

22A. ATTENDANCE PAYMENT

- (a) As soon as practicable after the first and subsequent anniversaries of employment, employees will be entitled to an amount for attendance based on the amount of unused sick leave, in excess of the required 30 day minimum sick leave accrual, that they would have been entitled to consistent with clause 24 in that year. No employee with less than 30 days accumulated sick leave as measured at the end of the employees sick leave year will be entitled to any payment under this clause.
- (b) At termination, employees will be entitled to an amount for attendance. This payment shall not exceed the value of the accumulated untaken sick leave, calculated at ordinary rates of pay for day workers and for shift workers at the average weekly pay (excluding bathe-out, disability, first aid and boiler certificate) at termination.

23. BEREAVEMENT LEAVE

- (i) An employee shall be entitled to two (2) days leave without loss of pay on the occasion of the death of an employee's husband, wife, father, mother, brother, sister, child, stepchild, stepmother, stepfather, parents-in-law or grandparents either in Australia or overseas.
- (ii) For the purposes of this clause the words "wife" and "husband" shall include de facto wife or husband.
- (iii) Depending on individual circumstances and with prior approval of the employer, the period of bereavement leave may be extended.

24. JURY SERVICE

An employee on weekly hiring required to attend for jury service during his ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wage he would have received in respect of the ordinary time he would have worked had he not been on jury service.

An employee shall notify his employer as soon as practicable of the date upon which he is required to attend for jury service, and he shall provide his employer with proof of his attendance, the duration of such attendance and the amount received in respect thereof.

25. PARENTAL LEAVE

Employees shall be entitled to parental leave as provided in the Industrial Relations Act, 1991 as amended.

26. FIRST AID

Adequate first aid facilities shall be provided by the Employer (see Factories Shop and Industries Act, 1962 as amended).

Where an employee is a qualified first aid attendant and he is required by the Company to perform first-aid and shall be paid two dollars and ninety five cents (\$2.95) per day or shift in addition to his ordinary rates.

27. PROTECTIVE CLOTHING

- (i) All employees working under this Agreement shall be provided free of charge with an adequate supply of work clothing.
- (ii) Where necessary employees shall be supplied free of charge with waterproof protective clothing and souwester.
- (iii) All such clothing will be replaced with a new issue only on production of the worn out clothing.
- (iv) Respirators and goggles shall be supplied by the employer wherever necessary.
- (v) Employees shall use in the proper manner the appropriate protective clothing and equipment provided and shall comply with any other specified safe working requirements.
- (vi) All items furnished by the Company in this clause must be handed in on termination of employment before final settlement can be made.

28. UNION NOTICES

- (i) An employee appointed as Union Delegate shall upon notification by the Union to the Company be recognised as the accredited representative of the Union and he shall be allowed the necessary time during working hours to interview the Company or its representative on matters affecting employees whom he represents.
- (ii) The Union Delegate shall obtain permission from his immediate Staff Supervisor advising the location he is proceeding to. He will not be replaced by another

employee for his period of absence except under special circumstances approved by the Company.

- (iii) His location shall be known to the men on his Plant and he shall be available to return to his area immediately upon request by his Supervisor.
- (iv) The Company shall provide a notice board of reasonable dimensions with a glass front and lock to be erected in a prominent position upon which the accredited Union representative shall be permitted to post notices signed or countersigned by the representative posting the same. Any notices posted on such board not so signed or countersigned may be removed by an accredited Union representative or the Company.
- (v) When operations permit one accredited Union representative from the duty shift shall be allowed leave with pay to attend proper constituted union meetings held on Company premises subject to his being recalled by the Company if required for the continued smooth operation of his unit of production.

29. EMPLOYMENT CHANGE

- (i) The Company has the sole right to plan, direct and control operations and to introduce new and improved protection methods or facilities.
- (ii) The Company shall not give effect to a significant change in the area of responsibility caused by the addition of significant plant items before reasonable notifications be given to the Union in order to negotiate the appropriate rates of pay for the new function.
- (iii) The employees shall agree without prejudice to accept a significant change in the area of responsibility for a reasonable period of time, such period to be determined beforehand to enable a survey of such responsibility to be carried out to assist in negotiations on the understanding that should an increase in pay be granted it will be retrospective to the commencement of the abovementioned trial period.
- (iv) The employee shall recognise decreases in areas of responsibility brought about by improvement of plant capabilities and/or process change and that such decreases in areas of responsibilities be recorded against and be recorded as credit against any increase in the areas of responsibility which may be considered under this Clause.
- (v) The Company after consultation with the Union has the option to utilise the services of casual Union labour for whatever purposes.

30. DISPUTE PROCEDURE

Subject to the Industrial Relations Act 1991, as amended, any dispute or claim as to the

wages and/or conditions of employment of any employee in regard to whom the Employer is bound by this Agreement, shall be settled in the following manner:

- (i) The employee shall first discuss the matter with his supervisor.
- (ii) If the matter is not resolved it shall be discussed by the shift representative, the employee and the appropriate supervisor.
- (iii) If the dispute is not settled by this method, the shift representative shall contact the senior Union delegate and at the same time the supervisor shall contact the accredited representative of the Company who shall further discuss and resolve the matter or arrange a conference at the earliest possible time.
- (iv) If not settled, the matter shall be further discussed between the Secretary or his accredited representative of the Union and the accredited representative of the Company. (Bonafides must be established from both parties).
- (v) If the matter is still not settled, the parties may seek the assistance of a mutually acceptable conciliator, or the matter shall be submitted to the Industrial Relations Commission whose decision shall, subject to any right to appeal in accordance with the Industrial Relations Act 1991 be final and shall be accepted by the parties.

Until the matter is determined, work shall continue normally. Where it is agreed between the parties that there is an existing custom work will continue in accordance with that custom, but where there is no agreement as to custom, the employer's direction shall be accepted. No party shall be prejudiced as to final settlement by the continuation of work in accordance with the Sub-Clause.

31. DISCIPLINARY PROCEDURE

It is a normal part of a Supervisor/Employee relationship that the Supervisor will need to inform his people if they are not working in a correct manner. Such discussions are not meant to be disciplinary. However, in the event of disciplinary action where warning of possible dismissal or demotion is involved a Supervisor and/or Manager shall take the following steps:

- (i) He shall inform the employee concerned that he proposes to take a disciplinary action and advise the employee that he or she is entitled to be accompanied by his Union delegate or co-delegate.
- (ii) He shall advise the Union delegate or in his absence, the co-delegate, of his intention to issue a warning, and allow the delegate or the co-delegate to counsel the employee concerned if the employee so wishes.
- (iii) He shall issue the warning in the presence of the delegate and/or co-delegate.

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(iv) He shall document the matter and forward the details to the Plant Manager.

It must be clear to all parties that a formal warning is not deemed by the Company to have occurred unless documented and unless the employee is given the right of delegate representation.

(v) (a) After the first offence, a verbal warning will be issued in the presence of a Union delegate by the departmental supervisor. Counselling will be provided and the warning will be recorded in writing.

(b) After the second offence, a written warning will be issued and further counselling provided. The warning will notify offender that the next offence will result in disciplinary action.

(c) Third offence will result in immediate disciplinary action, which may include termination.

(d) Management has the right to review any verbal or written warnings after six months and remove them from the personnel file.

(vi) Nothing under this procedure will effect the right of the parties under existing provisions of this agreement.

(vii) An employee under this procedure always reserves the right of appeal.

(viii) The Company under this procedure always reserves their right to summary dismissals under clause 6(ii) of the agreement.

32. MECHANISATION

(i) Notwithstanding any provisions contained in this Agreement where on account of the introduction or proposed introduction by the Company of mechanisation or technological changes in the industry in which it is engaged, the Company terminated the employment of an employee who has been employed by the Company for the preceding twelve months, the Company shall give the employee three months' notice of the termination of his employment; provided that, if the Company fails to give such notice in full:-

(a) It shall pay the employee at the rate specified for the employees ordinary classification in Clause 7 of this Agreement for a period equal to the difference between three months and the period of notice given, and

(b) The period of notice required by this Sub-Clause to be given shall be deemed to be service with the Employer for the purpose of the

Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of those Acts; and provided further that the right of the Company summarily to dismiss an employee without notice for neglect of duty or misconduct (and in such cases wages shall be paid up to the time of dismissal only) shall not be prejudiced by the fact that the employee has been given notice pursuant to this Sub-Clause of the termination of his employment.

- (ii) Should the Company propose to introduce into the industry in which it is engaged mechanisation or technological changes which will result in one or more employees becoming redundant the Company shall give notifications in accordance with this Sub-Clause at least six months before the introduction of such mechanisation or technological changes, and, if it is not practicable for the Company to give such introduction, then it shall give the notifications as early as it practicable for the Company to give them. The notifications go be given in accordance with this Sub-Clause are notifications in writing to the Industrial Registrar, the Director of Vocational Guidance Bureau, the Director of Technical Education and the Union Secretary, of the number of persons who may become redundant on account of the introduction or the proposed introduction by the Company of mechanisation or technological changes in the industry in which it is engaged, and of their occupations and of the approximate date when their employment is likely to terminate on account of such introduction.

Day workers dismissed because of redundancy shall be paid ordinary rates for any accumulated sick leave. Continuous shift workers dismissed because of redundancy shall be paid the average weekly pay (excluding bathe-out, disability, first aid, boiler certificate, service increments and the like) for any accumulated sick leave.

- (iii) If the Company gives to an employee notice of the termination of employment on account of the introduction or proposed introduction of mechanism or technological changes, within fourteen days thereafter the Company shall give notifications in writing to the Industrial Registrar, the Director of Vocational Guidance, the Director of Technical Education and the Union Secretary, of the fact, stating the employees name and address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

33. TRAINING COMMITTEE

The parties to the Continental Carbon site agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly the parties commit themselves to:

- (i) developing a more highly skilled and flexible workforce;
- (ii) providing employees with career opportunities through appropriate skills; and
- (iii) removing barriers to the utilisation of skills required in line with the need of the enterprise.

As part of this commitment the parties agree to establish a Classification and Training Development Committee. This committee has been constituted to confer in good faith concerning classification structures with a view to identifying and developing an appropriate new skills based classification structure and training programme that will assist in developing employees skills and meet the current production processes on site.

The Committee shall adopt and observe the following arrangements:

- The Committee once established and fully trained shall meet at least once a month.
- The Committee will be comprised of an equal number of employers representatives and employees representatives
- Before each meeting an agreed Agenda shall be distributed to all members of the Committee.
- Minutes shall be taken at each meeting and distributed to members within 10 working days. The minutes shall be confirmed as true and correct by members at the next meeting and shall then be available for general distribution
- Where members of the Committee are in disagreement on an issue the parties shall comply with the dispute settlement procedure.
- In relation to matters of a complex nature, the Committee may seek expert assistance, as agreed by the Committee.
- Employee vacancies occurring shall be filled by conducting employee elections for the vacant position.

34.

COMPANY POLICY COMMITMENTS

- (i) The parties to the agreement and all employees undertake to abide by the Company Quality and Policy procedures.
- (ii) The parties to the agreement and all employees will abide by the Company Rehabilitation and Safety Policy.

35. ACCIDENT PAY

- (i) For the purposes of this Section and subject to the terms of this Section the words hereunder shall bear the respective definitions base set out hereunder:-

"Accident Pay"

- (a) In the case of an employee who is or is deemed to be totally incapacitated within the meaning of the Workers Compensation Act means a weekly payment of an amount representing the difference between on the one hand, the total amount of compensation including other allowances paid to the employee during incapacity pursuant to Section 9 of the Workers Compensation Act for the week in question and on the other hand the total 35 hour weekly award rate and weekly overaward payment being made to such employee at the date of the injury giving rise to the said payments of compensation together with or less as the case may be any variation in award rates which would have been applicable to the classification of such employee for the week in question if he had been performing his calculation any payment for overtime earnings, site disability allowances (that is any allowances that an employee does not normally receive when he is absent from work with pay to foundry allowances, fares and travelling time allowances and any other ancillary payments payable by the employer shall not be taken into account;
- or
- (b) In the case of an employee partially incapacitated within the meaning of the Workers Compensation Act means a weekly payment of an amount representing the difference between on the one hand, the total amount of compensation paid to the employee during incapacity pursuant to Section 11 (1) of the Workers Compensation Act for the week in question together with the average weekly amount he is earning or is able to earn in some suitable employment or business as determined expressly or by implication by the Workers Compensation Commission of New South Wales or as agreed between the parties and on the other hand the total 35 hour weekly award rate and weekly over-award payments being paid to such employee at the date of the injury giving rise to the said payments of compensation together with or less as the case may be any variation in award rates which would have been applicable to the classification of such employee for the week in question if he had been performing his normal duties providing that in making such calculation any payment for overtime earnings, site disability allowances (that is any allowances that an employee does not normally receive when he is absent from work with pay), foundry allowances, fares and travelling time allowances and any other ancillary payments payable by

the employer shall not be taken into account, subject to the provision that where in respect of any claim for compensation brought by an employee in the Workers Compensation Commission pursuant to Section 11 (1) of the Workers Compensation Act the Commission awards to him an amount of weekly compensation, or agreement is reached that the employee should receive a weekly amount of compensation less than the difference referred to in Section 11 (1) of the Act, such an award or agreement will not operate to increase any liability of the employer to pay any higher amount of Accident Pay pursuant to this agreement by reason of the employee receiving less than the said difference referred to in Section 11 (1) of the Workers Compensation Act and for the purpose of this calculation the employee in such event shall be deemed to have recovered the full amount of the difference referred to in Section 11 (1) of the Act. For the purposes of (a) and (b) of this definition where an employee receives remuneration by way of any form of bonus scheme in lieu of or in addition to over-award payments his weekly over-award payment shall be deemed to be or include the average weekly bonus earned by him during the 13-week period immediately preceding the date of the injury or during the whole period of his employment whichever is the lesser period.

"Injury" means any injury within the meaning of the Workers Compensation Act (including but without limiting the generality thereof, injury received during daily or periodic journeys as defined by Section 7 of the Workers Compensation Act) resulting in incapacity and for which compensation is being paid within the meaning of the said Act.

"Incapacity" incapacity shall have the same meaning as in the Workers Compensation Act.

"Workers Compensation Act" ..

The Workers Compensation Act, 1987 (as amended) of the State of New South Wales.

(ii) Always subject to the terms of this section an employee covered by this Section shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Workers Compensation Act be paid Accident Pay by the employer who directly employs him under a contract of service or apprenticeship and is liable to pay compensation under the provisions of the said Workers Compensation Act, which said liability by the employer for Accident Pay may be discharged by another person on his behalf provided that:

(a) Accident Pay shall only be payable in respect of a period or periods of any incapacity of an employee whilst such employee remains in

the employment of the employer who employed him at the time of the injury, causing such period or periods of incapacity.

- (b) No Accident Pay shall be payable in respect of any period of incapacity commencing during the first two weeks of employment of an employee by an employer unless such period of incapacity is continuing at the date of expiration of the first two weeks of such employees employment in which case Accident Pay will be payable only in respect of that part of such period of incapacity occurring after the first two weeks of such employees employment. In the case of an injury within the meaning of Section 7(4), 7(4A), 7(4B) or 7(4C) of the Workers Compensation Act an employer shall not be liable to pay Accident Pay to an employee pursuant to this Agreement unless the employee has completed a minimum period of three months service with the employer prior to the date of happening of the injury as determined by Section 7(5) of the Act and provided further that as at the date of such happening the employee is still employed by the employer under a then subsisting contract of service or apprenticeship.
- (c) An employee shall not be entitled to the payment of Accident Pay in respect of any period of paid annual leave, or long service leave or for any paid public holiday in accordance with the appropriate award provisions.
- (d) An employee upon receiving any injury for which he claims to be entitled to receive Accident Pay shall give notice in writing of the said injury to his employer and of its manner of happening thereof and shall provide in writing all other information as the employer may reasonably require.
- (e) An employee upon receiving an injury for which he is receiving payment or payments for incapacity in accordance with the provisions of the New South Wales Workers Compensation Act shall furnish evidence to the employer from time to time as required by the employer of such payment and compliance with this obligation shall be a condition precedent to any entitlement under this Section.
- (f) Nothing in this Section shall in any way be taken as restricting or removing the employers right under Section 51 of the Workers Compensation Act to require the employee to submit himself to examination by a legally qualified medical practitioner, provided and paid by the employer, and if he refuses to submit himself to such examination or in any way obstructs the same, his right to receive or continue to receive Accident Pay shall be suspended pursuant to Section 51 of the Workers Compensation Act until such examination has taken place.

- (g) Where a medical referee or Board within the meaning of Section 51 of the Workers Compensation Act gives a certificate as to the condition of the employee and his fitness for employment of specifies the kind of employment for which he is fit and the employer duly makes available to the employee the employment falling within the terms of such certificate and the employee refuses or fails to resume or perform the said employment so provided then all payments in accordance with this Section shall cease and determine from the date of such refusal or failure to commence such duties.
- (h) Accident Pay payable hereunder shall be payable for a maximum period or aggregate of periods in no case exceeding a total of 26 weeks for any incapacity in respect of and resulting from any one injury suffered by an employee.
- (iii) Where an employee is receiving Accident Pay and Accident Pay is payable for incapacity for part of a week the amount shall bear the same ratio to Accident Pay for a full week that normal working time during such part bears to the workers full normal working week.
- (iv) Where there is a redemption of weekly payments by the payment under Section 15 of the Workers Compensation Act of a lump sum, there shall be no further liability for Accident Pay under this Section in respect of an injury (for which weekly payments have been recovered) from the date of the said redemption in the Workers Compensation Commission of New South Wales.
- (v) Notwithstanding paragraphs 6 and 7 hereof any employee who is receiving or who has received Accident Pay in respect of an injury shall furnish all relevant information to his employer concerning any action he may institute or any claim he may make for damages in respect of that injury and shall if required authorise such employer to obtain information as to the progress of such action or claim for the employees solicitors and shall if required provide an irrevocable authority to the employer entitling the said employer to a charge upon any money or monies payable pursuant to any consequent verdict or settlement.
- (vi) Where the employee obtains a verdict for damages against his employer or is paid an amount in settlement of any claim for damages that he or she has made against his employer in respect of any injury for which has received compensation under the Workers Compensation Act and Accident Pay he shall not be entitled to any further Accident Pay within the meaning of this Section and he shall immediately be liable upon payment to him or his agent of such verdict for damages or amount in settlement of a claim therefor to repay to his employer the amount of Accident Pay which the employer has paid in respect of the employees injury under this Section.

- (vii) Where the injury for which Accident Pay was caused under circumstances creating a legal liability in some person other than the employer to pay damages in respect thereof and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claim for damages he has made against that other person, he shall immediately upon payment of such verdict or amount of money to him or his agent, repay to the employer the amount of Accident Pay which the employer had paid in respect of the employees injury and the employee shall not be entitled to any further Accident Pay.
- (viii) Any employee who is receiving or who has receiving Accident Pay in respect of any injury shall if required by the employer or other person on his behalf authorise his employer to obtain any information required by such employer concerning such injury or compensation payable in respect thereof from the insurance company that is liable to pay compensation to such employee pursuant to the Workers Compensation Act.
- (ix) Nothing in this Section shall require the employer to insure against his liability for Accident Pay.
- (x) In the event of the rates of compensation payable pursuant to the Workers Compensation Act at the date hereof being varied at any time after the date hereof, such variations shall not operate so as to increase the amount of Accident Pay payable hereunder above the amount that would have been payable if such rates of compensation had not been varied.
- (xi) If the compensation payable to an employee pursuant to the Workers Compensation Act is reduced by an amount by reason of the fact that such employee is entitled to receive Accident Pay or is in receipt of Accident Pay then in calculating the amount of Accident Pay payable to such employee the compensation payable to such employee shall be deemed to be the compensation that he would have received if there had been no such reduction in compensation payments.
- (xii) The right to be paid Accident Pay shall terminate on the death of an employee entitled thereto and no sum shall be payable to the legal personal representative, next-of-kin, assignee or dependant of the deceased employee, with the exception of Accident Pay accrued up to the time of death.

SIGNED FOR AND
ON BEHALF OF CONTINENTAL
CARBON AUSTRALIA PTY.
LIMITED

R. Collins

IN THE PRESENCE OF

R. Hammond

SIGNED FOR AND
ON BEHALF OF AUTOMOTIVE METALS
AND ENGINEERING UNION (NSW
BRANCH)

J. Goodge

IN THE PRESENCE OF

James Rice

SIGNED FOR AND ON BEHALF OF
ELECTRICAL TRADES UNION OF
AUSTRALIA (NSW BRANCH)

[Signature]

IN THE PRESENCE OF

[Signature]

SIGNED FOR AND ON BEHALF OF
FEDERATED IRONWORKERS
ASSOCIATION OF AUSTRALIA (NSW)
DIVISION

R. K. Collins

IN PRESENCE OF

[Signature]

SIGNED FOR AND ON BEHALF OF
AUSTRALASIAN SOCIETY OF ENGINEERS
(NSW BRANCH)

[Signature]

IN PRESENCE OF

[Signature]