

ENTERPRISE AGREEMENT

NO: E.A. 520 /1994

DATE REGISTERED: 30-12-94

PRICE: \$ 18-00

ARCHITECTURAL SIGN INDUSTRIES PTY LTD ENTERPRISE AGREEMENT 1994

1. TITLE

This agreement shall be known as the Architectural Sign Industries Pty Ltd Enterprise Agreement 1994.

2. ARRANGEMENT

| <u>Subject Matter</u> | <u>Clause No.</u> |
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3. PARTIES BOUND

- (i) This agreement shall apply to Architectural Sign Industries Pty Ltd, and all employees of the Company engaged in the following classifications:

General Duties Employee
Keyboard Operator/Assembler Level 1
Keyboard Operator/Assembler Level 2
Administrator Level 1
Administrator Level 2


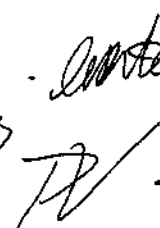
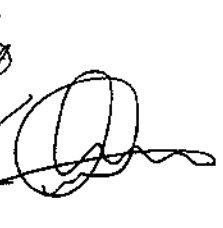
- (ii) This agreement shall substitute for the terms of any award, either existing or prospective, which may be applied to the activities undertaken by employees who are subject to this agreement. Appendix 1 to this agreement contains a list of these awards.
- (iii) This agreement shall apply to operations of Architectural Sign Industries Pty Ltd such operations being the manufacture of signs at 8 Victoria Avenue, Castle Hill in the State of N.S.W.
- (iv) This agreement shall take effect from the date of certification and will remain in force for a period of three years.
- (v) This agreement was not entered into under duress.
- (vi) This agreement does not cover more than 20 employees and does not include a grievance/dispute procedure.

4. DEFINITIONS

- (i) "Employer" shall mean Architectural Sign Industries.
- (ii) A permanent employee shall mean an employee who is employed to work 40 ordinary hours per week.
- (ii) A part time employee shall mean an employee who is employed to work less than 40 ordinary hours per week. A part time employee shall be entitled to annual leave, long service leave, sick leave, bereavement leave and jury service leave on a pro rata basis.
- (iii) A casual employee shall mean an employee engaged and paid as such in accordance with Clause 6 (iii).
- (iv) A probationary employee shall mean an employee who is employed to work 40 ordinary hours per week where such employment is probationary for a period of six months.



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5. TERMS OF ENGAGEMENT

(i) Notice of termination of employment:

(a) Notice by the employer.

A permanent, part time or casual employee with at least 6 months continuous service shall be provided with the following notice by the employer on termination:

| Service | Period of Notice |
|--------------------|------------------|
| Less than one year | 1 week |
| 1 – 3 years | 2 weeks |
| 3 – 5 years | 3 weeks |
| more than 5 years | 4 weeks |

Note: If an employee is over 45 years of age and has completed 2 years service add one week.

The employer may pay the employee in lieu of notice including all amounts the employee would have earned for ordinary hours of work.

No notice is required if the employee is terminated for serious misconduct.

(b) Notice by the employee.

An employee shall terminate his/her employment by 1 week's notice given to the employer in writing however the employer has the option to wave notice and termination by the employee will be effective immediately. Provided that subclause (iv) hereof shall apply for employees with 6 months or less service.

(ii) A casual employee with less than 6 months continuous service shall be terminated by 1 hours notice on either side or payment in lieu thereof.

(iii) A probationary employee as defined in Clause 4 (iv) shall be terminated by 1 days notice on either side or payment in lieu thereof.

(iv) Notwithstanding subclause (iii) above, all new employees shall be probationary for the first 6 months of employment and where termination occurs during this period 1 days notice on either side or payment in lieu thereof is required.

- (v) Employees are required to obtain the agreement of the employer to leave the work complex.

6. WAGES

- (i) (a) The minimum weekly rate for a General Duties Employee shall be \$335.00.
- (b) The minimum weekly rate for a Keyboard Operator/Assembler Level 1 shall be \$385.00.
- (c) The minimum weekly rate for a Keyboard Operator/Assembler Level 2 shall be \$500.00.
- (d) The minimum weekly rate for an Administrator Level 1 shall be \$385.00.
- (e) The minimum weekly rate for an Administrator Level 2 shall be \$500.00.

- (ii) A part time employee shall be paid 1/40 of the weekly rate for the appropriate classification prescribed by subclause (i) above per hour engaged.

- (iii) A casual employee shall be paid by the hour for the classification engaged plus a twenty per cent casual loading.

The hourly rate for a casual employee shall be increased by 1/12 as payment for annual leave.

A casual employee is not entitled to sick leave, public holidays and bereavement leave.

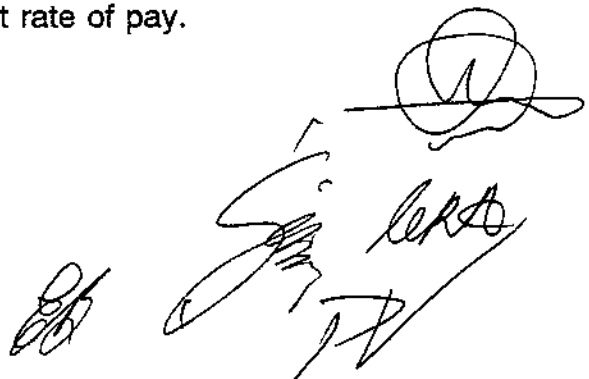
The minimum engagement for a casual employee shall be one hour.

- (iv) The rate of pay per week for junior employees shall be as follows:

| | |
|------------------------------|------------------------------------|
| Up to and at 17 years of age | \$200.00 |
| At 18 years of age | \$240.00 |
| At 19 years of age | \$280.00 |
| At 20 years of age | \$320.00 |
| At 21 years of age | the appropriate adult rate of pay. |



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- (v) All rates of pay contained herein shall be increased by 3% (adjusted to the nearest whole dollar) from the first full pay period to commence each September from September 1995 until this agreement no longer applies. An employee's individual performance shall also be assessed each September from September 1995.

7. PAYMENT OF WAGES

- (i) Wages shall be paid weekly.
- (ii) Wages will be paid by cash or electronic funds transfer.

8. HOURS OF WORK

- (i) The ordinary hours of work are 40 hours per week averaged over a 52 week period. Ordinary hours shall only be worked Monday to Friday.
- (ii) A maximum ordinary shift of 8 hours for all employees, unless otherwise agreed between the employer and the individual employee.
- (iii) Starting and finishing times shall be agreed between the employer and employee.
- (iv) Hours of work shall be verified by a "bundy" clock system and late starters shall be docked pay for every minute late.

9. MEAL BREAK

- (i) An employee shall be entitled to a meal break of 30 minutes applying from 12 noon until 12.30pm. Any employee authorised to leave the complex is required to use the "bundy" clock and any person returning late shall be docked pay for every minute late. No machine shall run during a lunch break.
- (ii) A paid morning tea break of ten minutes shall apply from 9.50 am to 10.00 am.
- (iii) Meal breaks shall not be counted as time worked.

10. OVERTIME

- (i) All time worked in excess of 40 hours per week monday to friday and/or in excess of 8 hours per day monday to friday shall be paid at overtime rates.
- (ii) Overtime shall be paid at the rate of time and a half for the appropriate classification.

11. SICK LEAVE

- (i) A weekly employee shall be entitled to 5 days paid sick leave for each year of service. Untaken sick leave shall accrue to a maximum of ~~15~~ 5 days. *50*
- (ii) The employee shall prove, to the employer's satisfaction, of his/her inability to attend for duty on account of illness or injury on the day or days for which sick leave is being claimed. A medical certificate is required for sick leave of 2 days or more.

12. ANNUAL LEAVE

See Annual Holidays Act, 1944.

Where the employer and employee so agree, annual leave may be taken in either two, three or four separate periods.

If possible an agreed roster shall apply.

In the case of an annual close down, not less than one month's notice shall be given to an employee of such a close down.

Ordinary pay for annual leave shall be 40 ordinary hours pay per week.

No loading shall be paid on annual leave.

13. LONG SERVICE LEAVE

See Long Service Leave Act, 1955.

14. PARENTAL LEAVE

See Industrial Relations Act, 1991.

15. BEREAVEMENT LEAVE

Weekly employees are entitled up to a maximum of 3 days bereavement leave without loss of pay upon the death of a spouse, de facto spouse, child, step child, parent, parents in law, grandparent or sibling.

16. JURY SERVICE

Weekly employees required to attend for jury service during his/her ordinary hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for jury service and the amount of wage they would have received had they not been on jury service.

17. PUBLIC HOLIDAYS

- (i) A public holiday is any day which has been gazetted as a public holiday for the whole of New South Wales. Weekly employees shall also be entitled to one additional public holiday which shall be taken at a mutually agreed time during annual leave.
- (ii) Weekly employees shall be entitled to take the public holidays prescribed by subclause (i) above without loss of pay. Provided that the employee would ordinarily have been required to work their ordinary hours on that day.
- (iii) All time worked on a Public Holiday shall be paid at the rate of time and a half. A Public Holiday shall be worked only by agreement between the employer and employee.

18. SUPERANNUATION

- (i) "Ordinary time earnings" shall mean the employee's classification rate of pay prescribed by this agreement for working ordinary hours. It shall not include overtime, occasional bonus payments or any other ancillary payments of a like nature.

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[Signature]
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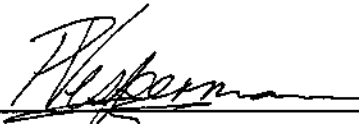
(ii) The employer shall pay for each employee who earns in excess of \$450 a month, a amount prescribed by the Superannuation Guarantee (Administration) Act 1992 based on the employees ordinary time earnings.

This agreement is made in Sydney on: 15th December 1994

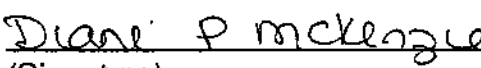
For and on behalf of Architectural Sign Industries Pty Ltd: Diana P Nobbs

Signed by the employees of the Architectural Sign Industries Pty Ltd:

PETER VESPERMAN
(Name)
Date: 15/12/94


(Signature)

(Name)
Date: 15/12/94
DIANE MCKENZIE

(Signature)

(Signature)

(Name)
Date: 15-12-94
ELIZABETH BURLINGTON

(Signature)


(Signature)

(Name) NERRY SENEKALZ
Date: 15/12/94

(Signature)

(Signature)

(Name) Harold Tashjian
Date: 15/12/94

(Signature)

(Signature)

(Name) CHRISTINE HOBSON
Date: 15/12/94

(Signature)

(Signature)

(Name)
Date:

(Signature)

(Name)
Date:

(Signature)

(Name)
Date:

APPENDIX 1

Printing Industry, Compositors, Cardboard Box Makers (Cumberland & Newcastle)
Award.

Clerks (State) Award.