

ENTERPRISE AGREEMENT

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TASMAN CABLE COMPANY PTY. LIMITED

ENTERPRISE AGREEMENT 1994

**New South Wales
Industrial Relations Act (1991)**

ARRANGEMENT

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1. TITLE

This Agreement should be known as the Tasman Cable Company Pty. Limited Enterprise Agreement 1994.

2. INCIDENCE

This Agreement was not entered into under duress by any party to it.

The Agreement outlines the conditions of employment for people employed by Tasman Cable Company in the company's factory in Bumborah Point Road, Port Botany, employed in the classifications set out in Clause 7 of this Agreement in respect of the operations involved in the manufacture of fibre optic cable including:

- A. The manufacturing process, inspection and repair systems;
- B. The maintenance and effective running of any plant and equipment used in the manufacturing process;
- C. All tasks, required of employees involved in the storage, transportation, and land installation of fibre optic submarine cable and associated equipment from the factory to final splicing on board a sea-going vessel.

3. PARTIES

This Agreement is made between Tasman Cable Company Pty. Limited, and Metal and Engineering Workers' Union, Australasian Society of Engineers and Electrical Trades Union of Australia, New South Wales Branch.

4. DATE OF OPERATION

- A. This Agreement shall come into operation from the beginning of the first pay period commencing on or after February 1, 1994, or the date of registration, whichever is later, and remains in force for a period of 12 months, or any subsequent date at which variation may occur by agreement between the parties.
- B. Notwithstanding anything else obtained in this Agreement, it shall remain in force until such time as it is superseded or rescinded.

5. AIMS OF AGREEMENT

- A. The Parties recognise the need to continue to build workplace arrangements that contribute towards the ongoing viability of TCC in a highly competitive international market.
- B. The objectives of this Agreement are to:
 - (i) maximise the efficiency and prosperity of TCC for the benefit of employees, customers, shareholders and the community;
 - (ii) produce high quality cable systems to fully meet customer requirements and specifications;

- iii) continue to develop and maintain the most productive, safe, co-operative and harmonious working relationships possible by promoting mutual trust and continually striving to improve communication at all levels.
 - (iv) develop a "learning environment" where all employees are willing and encouraged to develop to their maximum potential, and to continually update their skills and knowledge to meet their personal objectives and the objectives of TCC.
- C. The parties agree on the need for work to be undertaken in a flexible manner. Employees will perform any job or duties subject only to the level of their skill, knowledge and competence and in accordance with safety, licensing and legislative requirements.

6. CONTRACT OF EMPLOYMENT

- A. All employment shall be by the week (except in the case of casuals).
- B. All full-time and part-time employees will be on probation for the first twelve weeks of employment. During the first two weeks employees may be terminated with one day's notice, and with one week's notice for the remainder of the probation period. An individual employee shall only be required to serve one probationary period.
- C. Employment shall be terminated by either party by observing the notice periods set out below, or by the payment or forfeiture of monies to the value of the ordinary time wages for the notice period, as the case may be. This does not affect the company's right to dismiss an employee without notice for misconduct, inefficiency, malingering or neglect of duty, and in such cases, wages shall be paid up to the time of dismissal only.

The notice period required for both employees and the company shall be determined by the employee's length of continuous service:

Less than 12 months employment	1 weeks' notice
1 year to 3 years	2 weeks' notice
3 years to 5 years	3 weeks' notice
More than 5 years	4 weeks' notice

(For the purpose of this clause "continuous service" is calculated as prescribed in clause 4(ii) of the NSW Long Service Leave Act 1955).

Employees of two years employment or more who are over 45 years of age shall be entitled to an additional weeks' notice.

- D. Termination of employment shall not be harsh, unjust or unreasonable.

Where the person requests it, the company will provide a written statement specifying length of employment and classification, or the type of work performed.

E. Abandonment of Employment

If an employee is absent from work for a period of three consecutive working days without the consent of the company and without notifying the company, that person will be deemed to have abandoned employment.

Unless the person is able to satisfy the company that there is a reasonable cause for the absence the contract of employment will be terminated from the date of last attending work, or the last day's absence for which consent was given - whichever is the later.

F. Time Keeping

The company may select and utilise for time keeping purposes any part of an hour (not exceeding six minutes).

G. Casual employees

- (i) Casual employees are those engaged on an hourly basis and paid as such.
- (ii) The company may engage casuals when necessary to assist in undertaking specific short-term work.
- (iii) Casual employees shall be paid for work during ordinary time at an hourly rate equal to the rate prescribed for the classification divided by 38, plus 20%.

H. Part-time employment

- (i) An employee may be engaged by the week to work on a part-time basis for a constant minimum number of hours each week which shall average less than 38 hours.
- (ii) Part-time employees are covered by all the conditions of this Agreement on a pro-rata basis according to the proportion of ordinary hours worked each week to 38.

I. Fixed-term employment

- (i) Fixed-term employees may be engaged on a full-time or part-time basis where permanent staffing is insufficient to meet temporary workload increases, for fixed periods not exceeding one year. This period may be extended by agreement between the company and employees (through their union delegates).
- (ii) Fixed-term employees will be paid the appropriate wage for their classification, and are entitled to all conditions and benefits applicable to permanent employees under this Agreement.

J. Resolution of Employee Problems

In the event of any major change in employment conditions under the Agreement terms, or in the event of any dispute arising between the company and employees, the parties will consult together to reach agreement without the loss of wages or production.

(i) **Grievance Procedure** Where an employee has a problem, or a grievance, the matter should be resolved by the following procedure:

Step 1. The employee who has the problem should discuss the matter with the appropriate team leader or supervisor, and then with the shift superintendent and manager if not satisfied.

Step 2. If the employee does not receive an answer after a reasonable period, or is not satisfied with the answer received, the employee and the appropriate union delegate will discuss the matter with the immediate supervisor.

Step 3. If still not resolved, the employee and union delegate will meet with the appropriate manager and if practicable the Personnel Officer.

Step 4. The employee and union representative, which may be a local organiser or official, shall meet with a senior manager or representative and any other member of the management team who can constructively contribute to the solution of the problem.

Step 5. The union delegate, union organiser and where appropriate union Branch Secretary shall confer with the company officers, which must include the Plant Manager of the Port Botany site. The company may call on the employer association to assist.

Step 6. If the matter cannot be resolved by the parties within 5 days, it may then be referred to the Industrial Relations Commission of NSW.

While the above procedures are being followed work should continue normally.

(ii) The parties agree on and understand the necessity for an uninterrupted period of work during:

(a) The manufacture of each continuous length of undersea optic cable, and

(b) Continuous loading onto the ship and splicing together of each manufactured length of cable.

Any disruption to these processes could cause irreparable damage to the cable and the total communication system. Therefore employees agree that during such critical activities no industrial action shall take place. Any situation where consideration is given to creating industrial disruption will be subject to the disputes settling procedure (see section (i) of this subclause).

Furthermore the employees agree that if they decide an issue is of such urgency that the disputes settling procedure is not appropriate they will seek the direct involvement of a union official before taking any other action.

7. CLASSIFICATIONS AND CAREER PROGRESSION

A. Classifications

The skills required in the workplace are grouped under the following classifications and production streams.

(i) Classifications

Trainee Cable Operator

- transitional position, normally for a maximum of 12 months;
- during this period, the trainee will undergo an induction programme, and skills training in a specific area, leading to Cable Operator classification;
- trainees may undertake tasks in any area of the company subject to the level of their skill, knowledge and competence;

Cable Operator

- be fully qualified in one complete process;
- perform other supporting roles in any area of the company, subject to the level of their skill, knowledge and competence;

Technician

- be fully qualified in at least two complete processes, or in one support service function;
- assist in training;
- perform other supporting roles in any area of the company, subject to the level of their skill, knowledge and competence;

Senior Technician

- be fully qualified in all the processes within a process stream or support service function, and in additional processes where indicated;
- assume a senior role, including the provision of leadership and basic supervision where required;
- participate in the development and delivery of training;
- perform other supporting roles in any area of the company, subject to the level of their skill, knowledge and competence.

(ii) **Streams**

(a) Process Streams

- optical
- protection
- system assembly

(b) Support Services

- quality
- factory service
- other support services

Refer to Table 1 for the classification structure, and the processes/streams referred to above.

B. Team Leader

Each process stream in the production area shall have a team leader for each shift.

The role of the team leader is to co-ordinate team members to ensure production output and quality, and to facilitate training and promote a learning culture.

C. Progression and career development

The company and employees are fully committed to the achievement of maximum flexibility through the development of a highly skilled workforce.

Accordingly, all employees will be given the opportunity to progress through the classification structure to the highest level. The rate and extent of this progression will depend on the ability of individual employees, and on the availability of training time and resources, considering manufacturing commitments.

D. Transition arrangements

(i) Where the adoption of this Agreement creates individual situations where an employee's rate of pay and skill level does not fit the new classification structure, the following principles will apply:

- a) No employee will lose pay because of the transition;
- b) Some employees may need to develop skills to meet the requirements of their new classification, and will endeavour to do so within 12 months.

(ii) Employees experienced in any tasks at the time of adoption of this Agreement will be considered to be competent in those tasks for the purposes of the competency standards referred to in Sub-clause E below.

CLASSIFICATION STRUCTURE

PROCESS STREAMS				SUPPORT SERVICE FUNCTIONS				
	Optical Process	Protection Process	System Assembly Process Jointing	Cable Transfer	QUALITY	FACTORY SERVICE	OTHER SERVICES	
Trainee Operator	Not yet fully qualified in any process							
Operator	Colouring or Slotted Core Sheathing/Rewind or Stranding	CC Line Operator or Insulation/Jacketing or Armouring	Jointing Operator (Perform all non qualified processes)	C/T Operator (Set up, prepare, coil)	Training Level (For Q.A. staff recruited as Operators from within Plant)	NIL	SECURITY	
Technician	Any 2 of the above 3 or 1 of the above plus 1 from another process stream at Operator Level	Any 2 of the above 3 or 1 of the above plus 1 from another process stream at Operator Level or CC Line Driver	Jointing Operator plus Operator from another process stream or Jointing Technician	C/T Operator plus Operator from another process stream (Including Jointing) or C/T Technician (Assess, Test, X-Ray, POW)	Inspection and Test or Materials Testing	Electrical or Mechanical (Trade Level)	Materials Support or Operator Level support plus 1 from another stream	
Senior Technician	All 3 in this stream plus 1 from another process stream at Operator Level	All 4 in this stream	Jointing Senior Technician plus 1 from another process stream at Operator Level	C/T Technician plus 2 x Operator Level from another process stream	One of the above plus Q.A. Support or both of the above	Above plus post trade qualification or above	Above plus 2 X Operator level from another stream	

E. Training and competency matrix

The training and competency matrix (entitled TCC Skills and Competency Matrix) defines the training to be undertaken by employees to qualify for progression to each classification. This document is formalised as Personnel Procedure 1-6.1.

Progression is dependent on successfully meeting the assessment criteria associated with each training module.

It is understood that the training matrix is a "living" document which will undergo continuous development, to ensure that the resulting skills are consistent with the aims defined in Clause 5 of this Agreement.

Changes to the training matrix will occur as a result of product and process evolution and other requirements. Such proposed changes are to be reviewed by the Enterprise Agreement Working Group prior to implementation, and in conjunction with employees representing the relevant process area.

8. REMUNERATION

A. Wages

The minimum weekly rate of pay for ordinary hours worked shall be the following:
(All pay rates are total amounts excluding allowances listed in Sub-clause B below)

Trainee Cable Operator	- \$472.50
Cable Operator	- \$535.50
Technician	- \$614.10
Senior Technician	- \$723.20

B. Allowances

- (i) Team Leader - \$50.00 per week
- (ii) Electricians Licence Allowance

An additional amount shall be paid per week to an employee employed and working as an electrical tradesperson and possessing the New South Wales Electricians Licence issued under the Building Services Corporation Act 1989, as follows:

A Grade	- \$22.00
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This amount shall be paid for all purposes of the Agreement.

Provided that these amounts shall be varied in accordance with the appropriate provisions of the Electricians & c. (State) Award as varied.

C. **Extra rates**

In addition to the rates shown above the following special rates and allowances shall be paid:

- (i) Confined Space - 45 cents per hour payable where a person is required to work in a compartment, space or place where the dimensions are such it is not possible to work without being in a stooped or cramped position or without proper ventilation.
- (ii) Ships Tanks - 35 cents per hour paid to those required to work inside the ship's tanks during the loading of the cable.
- (iii) Dirt Money - 35 cents per hour. Paid when the shift leader and worker agree the work is of an unusually dirty or offensive nature.
- (iv) Motor Allowance - an employee, with the agreement of the company, who uses his motor vehicle on company business shall be paid an allowance of 45 cents per kilometre travelled.

NOTE: These rates are paid for each hour the work is performed, irrespective of the time of day or week - they are not affected by any penalty rates or overtime rates.

D. **Limitations**

It is agreed by the parties that the above rates have been negotiated on the basis of the work covered by this Agreement, and such rates shall not be used by any party to this Agreement in any other negotiations or proceedings whatsoever.

E. **National Wage Variation**

The rates of pay outlined in this clause will be varied to the extent of each decision of the Australian Industrial Relations Commission or New South Wales Industrial Relations Commission (whichever is appropriate) which is specifically related to National Wage adjustments or State Wage adjustments as the case may be. These variations only apply to the extent that such increases would normally flow to categories covered by this Agreement, and shall only apply to that proportion (if applicable) of such increases which are of a higher level than the total of the wage increases paid under this Agreement, and the increases paid in March 1993.

9. PAYMENT OF WAGES

A. **Payment of wages**

Wages will be paid into employees' nominated bank accounts. The company will process the pay within two working days of the end of the pay week.

An amount of 40 cents per week will be paid as reimbursement of bank charges resulting from payment through EFT. This payment will be reviewed from time to time to reflect changes in bank charges.

B. **Averaging of pay**

- (i) Where a shift roster is implemented so that ordinary weekly hours are not consistent an averaging system will be maintained so that employees are paid 38 ordinary hours each week. Such averaging will take place over an agreed period.
- (ii) Where the necessary hours are not worked, the employee will be paid for actual hours worked.

10. HOURS OF WORK

A. The average ordinary weekly hours of work shall not exceed 38, averaged over an agreed period not exceeding 52 weeks.

B. The spread of ordinary hours for people working the various shifts will be:

Day Shift Starting not earlier than 6.00 a.m. and finishing not later than 6.00 p.m.

Afternoon Shift Any shift finishing after 6.00 p.m. but not later than midnight.

Night Shift Any shift finishing after midnight but not later than 8.00 a.m.

C. Shifts will not exceed 12 hours in duration.

D. The company (in co-operation with delegates) will design a roster so that people are not required to work more than eight shifts (other than overtime shifts) in any nine consecutive days.

E. All employees are engaged on the basis that they may be required to work shifts as required by the company. Day workers required to transfer to a shift arrangement will be given one month's written notice.

F. **Definitions**

"7 day shift workers" are those working to a roster that provides for continuous work during all hours of the day and each day of the week without interruption except for breakdowns, general overhaul and stoppages due to unavoidable causes beyond the control of the company.

7 day shift workers may spend some time during each shift cycle on day shift, afternoon shift and night shift.

"5 day shift workers" are those working the same ordinary hours on the shift each day and the same days of each week unless given forty eight hours advice of a change (see section I of this clause).

G. Shift Allowances

When working ordinary hours on the shifts listed below, the following shift allowances will be paid:

Day Shift	.....	0 %
Afternoon Shift	.....	15 %
Night Shift	.....	30 %
Any time Saturday	.....	50 %
Any time Sunday	.....	100 %
Public Holidays	.....	150 %

These allowances are calculated as percentages of the wage rates shown in Clause 8.

Leave is reserved to Unions respondent to this Agreement to apply to vary shift work allowances in the event that standards of the Commission change during the duration of this Agreement.

H. Shift Rosters

- (i) The company will post a shift roster on the plant noticeboard showing the commencing and finishing times of ordinary hours of the various shifts.
- (ii) Where there is a change to the rostered times generally the company will post the new rosters on the noticeboard seven clear days before it comes into operation. However the roster may be departed from at short notice in cases of emergency over which the company has no control.
- (iii) The method of working shifts and/or the times of commencing and finishing shifts may be varied by agreement between the company and employees to suit the circumstances of the plant.
- (iv) It is essential to quality and performance of the optic fibre cable that the machines nominated below work continuously without being switched off.

A shift roster will be organised so that operators will be relieved at the end of their shift.

However, it is recognised that if through illness or other emergency the relief operator does not report for work, the operator will be required to continue to work until relieved. The company will, if possible, arrange for another relief operator and will ensure that people will not have to work more than one double shift in any week.

The critical lines are:

Slotted Core Extrusion
Optical Module Sheathing
Composite Conductor
Insulation of Composite Conductor
Jacketing.

I. **Change of Shift**

Where:

- a. A 5-day shift worker is required to change from one shift to another, or
- b. A 7-day shift worker is required to transfer from one shift "team" to another;

the following conditions will apply:

- (i) The person will be given at least forty eight hours notice of the change or be paid overtime at the rate of double time from the time of the change until the expiration of the forty eight hour notice period.
- (ii) Where notice of a change of shift is cancelled within sixteen hours of the due time of commencement, the employee concerned shall receive four hours ordinary pay.

J. **Rostered Day Off - 5-day Shift Workers**

It is agreed to maintain a system whereby a 5-day shift worker will be able to take a paid day off during each 4-week cycle. The days off will be staggered throughout the 4-week period so as not to impede the efficient operation of the plant.

11. OVERTIME

- A. Overtime includes all work outside ordinary rostered hours. It also includes work on a Rostered Day Off except where the Rostered Day Off is substituted for another day.
- B. Payment for working overtime will be:
 - (i) Monday to Saturday (inclusive) - time and a half for the first two hours and double-time thereafter until the overtime is completed. In the case of 7-day shift workers, all such overtime is paid at double time.
 - (ii) Sunday - double time.
 - (iii) Public Holidays (see clause 10) - Double time and a half.
- C. 7-day shift workers may arrange between themselves to work additional time - this time will not be regarded as overtime.
- D. When computing overtime each day's work shall stand alone.
- E. Employees required to work overtime on their usual day off shall be paid at the appropriate rate for a minimum of four hours except where:
 - (i) The employee requests to cease work before four hours has expired or has ceased work without Company authority; or

- (ii) The overtime is being worked before or after an ordinary time shift (example - overtime worked at the end of a Saturday afternoon shift that extends beyond midnight and into Sunday).

F. Time off in lieu of payment for overtime, equivalent to the hours of overtime worked, may be taken by agreement between an employee and their supervisor.

G. **Call Back**

When an employee is required to return to work for overtime after leaving the plant, overtime shall be paid at the appropriate rate for a minimum of four hours. This does not apply where:

- (i) The person has ceased work without authority; or
- (ii) To work done immediately prior to the employee's normal shift starting time.
- (iii) Except in emergency situations, people will not be required to work the full four hours if the work for which the call-back is made is finished earlier.
- (iv) Sub-clause H of this clause does not apply when the actual time worked is less than three hours.
- (v) In addition, when a person is called back to start overtime immediately without notice, a payment equal to ordinary time for the period from receipt of the notification to arrival at work will be made, providing there is not unreasonable delay.

H. **Rest Period after Overtime**

When overtime is necessary, it shall be organised so that people have ten consecutive hours off duty between shifts.

If this is not possible, the company may:

- (i) Allow the person to start the ordinary shift later (i.e. after a ten hour break) without loss of pay, or
- (ii) Elect to pay the person at double time until a ten hour break is taken.

I. **Requirement to work reasonable overtime**

Due to the nature of the product and the absolute requirement for on-time delivery, co-operation with the flexible working of overtime is essential therefore:

- (i) People may be required to work reasonable overtime at overtime rates.
- (ii) Employees may be required to work overtime on weekends and public holidays.
- (iii) The assignment of overtime will be based on specific work requirements.

J. **Crib Time**

After four hours overtime on any day (including Sundays and Public Holidays), employees will be allowed a crib time of twenty minutes (as long as work is continuing after the crib time).

Where overtime of more than one and a half hours is scheduled after the end of an ordinary shift, employees will have a break of twenty minutes to be paid at ordinary rates, before commencing the overtime.

This may be varied to suit the circumstances providing the company will not be required to make a payment of more than twenty minutes.

K. **Meal Money**

Where an employee is required to work overtime for more than two hours without being notified of the overtime on the previous day or earlier, a meal allowance of \$7.00 will be paid for the first and each subsequent meal.

L. **Transport of Employees**

Where an employee is required to work overtime to a time when reasonable means of transport home is not available, the company will provide transport.

12. PUBLIC HOLIDAYS

A. Employees engaged on a weekly basis shall be entitled to the following public holidays without loss of pay: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labor Day, Christmas Day and Boxing Day or any other day observed as a Public Holiday in New South Wales in lieu of these days.

B. One additional paid holiday will be observed each year on a date agreed between the company and employees.

C. Where an employee is absent from his employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the company, the employee shall not be entitled to payment for such holiday.

D. The manufacture of optic fibre cable requires shifts to be rostered on public holidays. Employees shall work such shifts when rostered to do so. However, the company will endeavour to arrange the production schedule so that, except for emergencies, employees are able to be off work on Christmas Day and Boxing Day.

E. Where the shift roster causes parts of shifts to fall on a public holiday, the shift that has the major portion of time on the holiday will be regarded as the holiday shift.

F. **Shift Workers**

A shift worker who is rostered to work regularly on Sundays and holidays shall be granted an extra days pay when a rostered day off falls on a public holiday.

13. MEAL AND TEA BREAKS

A. Rest Time

A rest period or periods not more than 20 minutes per day will be allowed.

B. Meal Breaks - 5-day shift workers

- (i) An employee shall be allowed a meal break of not less than 30 minutes, normally within 5 hours of commencing work.
- (ii) It is the responsibility of employees, in their respective work groups, to determine the best means of scheduling breaks whilst achieving the work requirements.

C. 7-day Shift Workers

7-day shift workers will be allowed a crib time of 20 minutes within six hours of commencing work which shall be counted as time worked.

14. SICK LEAVE

An employee, other than a casual, who is absent from work due to personal illness or injury by accident shall be entitled to paid sick leave subject to the following:

- A. There is no entitlement to sick leave for any period where there is an entitlement to workers' compensation.
- B. The employee shall inform the company of inability to attend for duty, prior to the commencement of the first shift on which absence will occur, or as soon as reasonably practicable, stating the nature of the injury or illness and the estimated duration of absence.
- C. The employee shall prove to the satisfaction of the company that it was not possible to attend work due to illness or injury on the day or days for which sick leave is claimed.

The company may require the person to provide a certificate from a duly qualified medical practitioner covering the period of the absence.

D. Amount of Sick Leave

On commencement an employee is entitled to 38 hours (1 week) sick leave and a further entitlement of up to 38 hours after 3 completed months of service, to a total of 76 hours in the first year, with a further 76 hours on commencement of each successive year.

E. **Single Day Absence**

The company will not usually require the production of a doctor's certificate for a single day's absence. However where an employee's attendance record is such that the company finds it necessary to counsel that employee, and the employee has already had two single days absence in that sick leave year, the employee must provide doctor's certificates to support all further sick pay claims for the year.

E. **Cumulative Sick Leave**

Sick leave shall accumulate from year to year for a period of twelve years.

F. **Sickness on a Day Off**

Where an employee is sick or injured on a Rostered Day Off in accordance with the shift roster there shall be no entitlement to sick pay nor will the sick leave entitlement be reduced as a result.

G. **Definition of "Year of Service"**

"Year of Service" for the purpose of this clause means the period between the date of commencement of employment in any year and the anniversary of the commencement of employment in the next year.

15. ANNUAL LEAVE

A. 5-day Shift Workers - see Annual Holidays Act, 1944.

B. 7-day Shift Workers - In addition to the leave provided by section 3 of the Annual Holidays Act the following applies to 7-day shift workers:

- (i) If the person has been a 7-day shift worker continuously during the year since annual leave last became due there will be an entitlement to one weeks' additional leave.
- (ii) If during the year only part of the time was spent as a 7-day shift worker a pro-rata entitlement calculated on the basis of one day's additional leave for every thirty six ordinary shifts worked as a 7-day shift worker will accrue. (Where this calculation results in a fraction of a day the company may elect to pay out the entitlement).
- (iii) On termination of employment a person who has worked as a 7-day shift worker will receive a pro-rata annual leave payment as per section 4 of Annual Holidays Act plus 3.5 hours at ordinary rates for each 21 shifts worked as a 7-day shift worker during the period for which pro-rata leave is due.

C. **Loading on Annual Leave**

- (i) An Annual Leave loading equal to 17.5% of the weekly rate (as per Clause 6) for the period of the annual leave will be paid to employees before they start their holiday.
- (ii) In the case of a shift worker where the shift allowances and weekend penalty rates (excluding public holidays) that the person would have earned had they not been on leave exceed 17.5% of the weekly rate, then an amount equal to those shift penalties will be paid in lieu of the loading.
- (iii) This loading is not payable where the annual leave is taken in advance. However if the person remains employed until the date that leave becomes due under the relevant legislation, the loading for the leave already taken in advance is payable.
- (iv) When an employee terminates employment (except when terminated by the company without notice - see Clause 6C) and the person has not taken annual leave to which there is an entitlement under the relevant legislation, an amount equal to the loading normally payable on that period of leave will be paid.

16. FIRST AID

A. **Attendant**

The company will endeavour to have at least one employee trained to render First Aid in attendance when work is performed at the Plant. In all circumstances the company will comply with obligations under the NSW Occupational Health & Safety Act, 1983.

B. **First Aid Outfit**

In each workplace the company shall provide and continuously maintain at a place or places reasonably accessible to all employees, an efficient first aid outfit.

C. **First Aid Allowance**

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St. John's Ambulance or similar body, shall be paid a weekly allowance of \$8.30 if nominated and/or available to provide first aid.

17. BEREAVEMENT LEAVE

An employee shall be entitled to a maximum of two days without loss of pay on each occasion and on production of satisfactory evidence of the death of an employee's husband, wife, father, mother, brother, sister, child, stepchild, parents-in-law, or grandparents. For the purposes of this clause the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster father or mother and step father or mother.

18. LONG SERVICE LEAVE

The NSW Long Service Leave Act 1955 shall apply.

19. PARENTAL LEAVE

The Industrial Relations Act 1991 shall apply.

20. RIGHT OF ENTRY OF UNION OFFICIALS

In order to maintain the spirit of co-operation between the parties, union officials will have the right to open access to management, delegates and members provided there is no interruption of the production process.

21. SHOP STEWARDS

An employee who is properly accredited as a shop steward shall be recognised by the company as being the representative of the union.

The shop steward shall be allowed the necessary time during working hours to interview company representatives on matters affecting those people the shop steward represents, provided there is no interruption to work.

The accredited shop steward may be allowed reasonable time off with pay to attend TUTA shop stewards' educational programmes.

22. EXTRA RATES NOT CUMULATIVE

Extra rates in this Agreement are not cumulative so as to exceed the maximum of double the ordinary rates except on Public Holidays when they shall not exceed double time and one-half.

23. JURY SERVICE

When a person is required to perform jury service during normal working hours the Company will reimburse the difference between the amount paid for performing jury service and the wages that would have been paid for ordinary hours that the person would have worked during the period of jury service.

Those required to perform jury service will notify the Company as soon as possible of the date they are required for jury service.

Also, on returning to work the person will provide the Company with proof of attendance, the period of jury service and any amount received in payment.

24. OCCUPATIONAL HEALTH AND SAFETY

The NSW Occupational Health and Safety Act 1983 shall apply.

25. WORKERS' COMPENSATION REHABILITATION

The NSW Workers' Compensation Act 1987 shall apply.

26. TRAINEESHIPS (A.T.S.) AND APPRENTICESHIPS

A. Traineeships

Subject to an appropriate traineeship being established, the Company shall participate in the Australian Traineeship System by registering with the appropriate State Training Authority, and agreeing to an annual intake of Trainees.

The Company shall abide by the training and employment conditions contained in the Training Agreement.

The weekly wages payable to the Trainees shall be determined by multiplying the appropriate rate as specified in the Training Agreement by 39 (which represents the actual annual time spent on the job) and dividing that sum by 52.

Existing full time employees shall not be displaced from employment by Trainees.

B. Apprenticeship

An employer shall not employ minors in work performed by electrical or mechanical tradesperson under this Agreement otherwise than under a contract of apprenticeship.

For the purpose of this Agreement, the NSW Industrial Relations Act 1991 and the NSW Industrial & Commercial Training Act 1989 shall apply.

27. LOADING CABLE TO SHIPS

The loading of cable on board ships is an integral part of the manufacture and installation of optical fibre submarine cable systems.

For ship loading operations the following arrangements apply:

- A. The company will select those employees to participate in any shiploading operation. However, whenever possible, employees will be given the opportunity to volunteer for selection.
- B. The wage rate applicable for all employees participating in a shipload will be their usual rate of pay.
- C. All other conditions such as overtime, shift loading etc. shall be as per this Agreement.

28. REDUNDANCY PROVISIONS

Refer Appendix A.

29. NO EXTRA CLAIMS

Employees agree not to pursue any extra claims outside of this Agreement during its term.

SIGNED FOR AND ON BEHALF OF

THE TASMAN CABLE COMPANY PTY. LIMITED *D. Anderson* 25.11.93

IN THE PRESENCE OF *[Signature]*

METAL AND ENGINEERING WORKERS' UNION *Brian Bell*

IN THE PRESENCE OF *[Signature]*

AUSTRALASIAN SOCIETY OF ENGINEERS *Baworth*

IN THE PRESENCE OF *[Signature]*

ELECTRICAL TRADES UNION OF AUSTRALIA.

NEW SOUTH WALES BRANCH

[Signature]

IN THE PRESENCE OF *B. Riordan*

TASMAN CABLE COMPANY PTY LIMITED

ENTERPRISE AGREEMENT 1994

APPENDIX A

REDUNDANCY PROVISIONS

It is agreed between the parties, that the following procedures will be adopted in the event of retrenchment due to employees covered by this Agreement being surplus to Company requirements.

Definitions: **Redundancy** shall mean the termination of employment by the Company whereby an employee has or will become surplus to the labour requirements of the Company within grades or classifications.

A redundant employee shall mean a person who is employed on a full time or permanent part-time basis by the Company, whose conditions of employment are regulated by this Agreement and whose services have or will become surplus to the labour requirements of the Company as in Redundancy defined herein.

Retrenchment means the termination of an employee who is the subject of redundancy.

Redundancy/Retrenchment does not cover

- (i) Resignation by the employee;
- (ii) Dismissal under the provisions of the Agreement
- (iii) Termination of casual workers.

1. Where a definite decision has been made whereby work carried out by employees is no longer required and as a consequence employees may be terminated, Alcatel TCC shall hold discussions with the employees directly affected and with their union or unions.

The discussions shall take place as soon as practicable after the decision has been made by the Company and shall cover reasons for the proposed redundancies, measures to avoid or minimise the redundancies and measures to mitigate any adverse effects of any terminations on the employees concerned.

For the purposes of the discussion, Alcatel TCC shall, as soon as practicable, provide in writing to the employees concerned and their union or unions, all relevant information about the proposed redundancies including the reasons for the proposed redundancies, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out.

2. Employees to be retrenched will be given three (3) weeks notice of termination of employment or pay in lieu thereof at the Company's discretion. Where the Agreement provides for longer periods of notice, such notice periods are to be observed.
3. Retrenched employees will be paid on the date of retrenchment as follows:
 - (a) Eight (8) weeks upfront payment;
 - (b) Three (3) weeks pay per completed year of service, or part thereof on a pro rata basis to the nearest completed month, to a maximum payment of 52 weeks.

The rate of pay for the purpose of (a) and (b) above shall include applicable shift loadings for permanent shift workers.

4. Retrenched employees will be paid pro rata Long Service Leave for each completed month of service. Such service will include employee service prior to 21 years of age.
5. Retrenched employees will receive 17.5% Annual Leave Loading on pro rata service.

6. Retrenched employees will be paid applicable shift loading on pro rata Annual Leave (permanent shift workers).
7. Employees to be retrenched will be afforded reasonable opportunity to take time off without loss of pay for the purpose of attending interviews for alternative employment. Employees may be asked to provide evidence of attendance at interviews.
8. Retrenched employees who belong to a superannuation scheme will receive benefits as defined by Rules of the relevant fund, as well as the benefits of this Agreement.
9. The Company will:
 - (a) supply retrenched employees with a Certificate of Service at the date of termination, and when requested, an Employment Separation Certificate of Service as required by the Department of Social Security.
 - (b) Counselling/Training Seminars may be conducted on site if there are sufficient numbers of employees retrenched under this Agreement interested in attending. It is recognised by the parties that employees will have different counselling requirements. Seminars will be designed to meet the needs of retrenched employees and will be held where possible during ordinary working hours, prior to termination. Attendance at these seminars will be on a voluntary basis.

Counselling services may include the following:

- Social Security entitlements;
- Retirement Planning;
- Taxation;
- Financial Planning;
- Job Search Information;
- Employment Advice - CES.

The services will be provided after consultation with the employees affected and the Labor Council of New South Wales.

10. Employees to be retrenched will be given an itemised Statement of all termination monies signed by a duly authorised Company officer five (5) working days prior to the date of termination.
11. The Company shall determine the selection of employees for retrenchment. However, the Company recognises length of service must be considered in this selection process. It should be noted that employees will only be considered for retrenchment after all possibilities of alternative employment within the Company have been considered.

In determining those who are to be retrenched, the Company may offer voluntary redundancy to those employees who would not automatically qualify for redundancy in the normal selective process. The relevant Union will be consulted before offers of voluntary redundancy are made to employees.

12.
 - (a) Employees under notice of retrenchment may leave at any time during the period of notice and will be paid for time worked and receive full benefits defined by this procedure with the exception of pay in lieu of notice referred to in paragraph 2 herein.
 - (b) If an employee under notice of retrenchment dies, payment will be made to the employee's estate and calculated as though the notice period has been completed.
13. The Company is prepared to offer re-employment to retrenched employees in similar positions to those held at the time of retrenchment should appropriate positions become available.

14. RELOCATION

- (a) In the event that employees are required to relocate to other Alcatel sites at Alexandria or Liverpool due to work being unavailable, employees covered by this Agreement will be paid a redundancy payment under the terms of this Agreement, if they are unable to relocate, and therefore leave the company.

The intent of this clause is that employees cannot unreasonably withhold their agreement to relocate. If the company and the relevant union cannot agree on what is "reasonable" or "unreasonable" in a particular case, the parties may request an agreed independent arbitrator to decide the matter, on the understanding that such decision will be accepted by the parties.

- (b) Employees will be given 3 weeks minimum notice to relocate.
- (c) The company will consult with the relevant union prior to requiring any employee to relocate as in (a) above.