

ENTERPRISE AGREEMENT

NO: E.A. 78/ /1995

DATE REGISTERED: 8-3-95

PRICE: \$ 18-00

COPY

A. J. Bush & Sons (Manufactures) Pty. Ltd. Box Hill Agreement

(Ent' Agrl. WPS)

1. Title

This agreement shall be known as the:

A. J. Bush & Sons (Manufactures) Pty. Ltd. Box Hill Agreement

2. Purpose of Agreement

This agreement totally regulates the terms and conditions of the production and maintenance staff at the Box Hill, N.S.W. factory operated by A. J. Bush & Sons (Manufactures) Pty. Ltd. and replaces the Boiling Down and By-Products (Cumberland) Award and the Metal and Engineering Industry (New South Wales) Interim Award.

This agreement shall be binding upon the staff and the company. It sets out the basis for employment, the obligations of both parties and the rates of pay and other conditions agreed upon.

This agreement is entered into by the parties without duress and with the expectation that all staff, whatever their position, will continue to use their best endeavours to further and protect the company's interests.

This agreement shall apply for a period of one year from the date of registration by the Industrial Registrar. It replaces Enterprise Agreement 369/93 which shall be terminated on registration of this agreement.

There will be no extra claims or adjustments during the term of this agreement except by mutual agreement of the parties.

3. Health and Safety

The Health and Safety of all people in the plant must be the first priority of everyone at all times.

Staff agree to actively support the company Safety Policy and also agree to wear safety boots in good repair at all times as well as adequate and safe clothing and other safety equipment supplied appropriate to the task in hand.

4. Hours

Full time staff will work a 40 hour week of five 8 hour shifts at ordinary time, Monday to Friday inclusive. This may include day, afternoon or night shifts.

Start and finish times may be varied, with adequate notice and agreement, to meet work requirements.

5. Part-time and Casual Employment

Part-time staff may be employed pursuant to the NSW Industrial Relations Act 1991.

Casual staff engaged specifically as such, will receive the appropriate rate plus a 15% loading in lieu of public holidays, sick leave, bereavement leave, and clothing supply. Casual employment is terminated at the end of the agreed period of hire.

6. Rates of Pay

Staff positions will be determined on the basis of skills achieved and maintained in the operation and/or maintenance of plant and equipment, including an understanding and application of hygiene, and health and safety principles to all work procedures.

If skills or the application of health and safety or hygiene principles are not maintained, then reclassification to a lower grade will occur, but not without consultation. All staff agree to undertake whatever work is assigned to them, consistent with their training and skills.

Production Staff

	\$/40 hour week	\$/Hour
Plant Operator - grade 1	\$425	\$10.625
Plant Operator - grade 2	\$410	\$10.25
Plant Operator - grade 3	\$395	\$9.875
Factory Hand	\$390	\$9.75

(see job descriptions following)

Juniors at a percentage of Factory hand rate

16 60%

17 75%

18 Adult Factory Hand Rate

Ratio: No more than one junior for every three adults employed

Maintenance Staff

	\$/40 hour week	\$/Hour
Fitter/Welder	\$500	\$12.50
Plant Mechanic	\$500	\$12.50
Maintenance Hand/Painter	\$480	\$12.00

Apprentices: Rates as set down by the Board of Apprentices

The above hourly rates shall be used in the calculation of all other entitlements in this agreement, eg. Overtime, shift loading, Annual Leave, Sick pay, Long Service Leave & etc.

7. Overtime

Any work in excess of 8 ordinary hours calculated on a daily basis Monday to Friday shall be paid at the following rates:

the first 2 hours at time and one half, and thereafter at double time.

If overtime is not continuous with ordinary time, then a minimum of 4 hours will be paid.

Saturday: the first 2 hours at time and one half, and thereafter at double time. After 12 noon all overtime to be at double time.

Sunday: all at double time.

Public Holidays: at double time plus the holiday.

For all public holidays, completion of previous days shift at normal rates.

8. Allowances

Meal Allowance: \$6.00 per meal after 2 hours overtime, then after every 4 hours, if overtime not advised on previous day.

Shift Work: 22.5% for other than day work.

Shift/Standby Allowance: \$30 per week payable to fitters who have the skills and experience to act on their own as the shift fitter and also to be called back in case of equipment breakdown.

9. Rest/Meal Breaks

Day staff: unpaid 30 min for lunch,
All staff: one 10 min paid tea break.

10. Flexi-Leave Accrual

For each eight ordinary hour day worked, staff shall be paid 7 hours and 36 minutes and shall accrue 24 minutes at ordinary rates of pay. This accrual will be available to be taken as leave or may be paid out. Untaken accrued entitlement will be paid out at the close of each calendar year.

11. Annual Leave

Shall be paid in accordance with the Annual Holidays Act, 1944. In addition, 17.5% leave loading will be paid after one years service. Leave shall be taken each year within six months from the date the leave becomes due.

12. Long Service Leave

Shall be paid in accordance with the Long Service Leave Act. 1955. If by agreement leave is not taken when due, it shall when taken, be taken at the rate of pay prevailing when due.

13. Sick Leave

Entitlement for full-time staff shall accrue at the rate of: one week but not exceeding 40 hours, for the first year and, one week of forty ordinary hours plus three eight hour days for subsequent years.

Sick leave shall accrue to a maximum of 12 years from year of accrual, but shall not be drawn until the completion of the trial employment period.

Staff agree to advise the company as soon as practical on the day of their inability to attend work due to illness. The Factory Manager must be satisfied that the illness is genuine, but generally a single day absence requires no Doctors Certificate while longer periods will require a Doctors Certificate.

14. Public Holidays

Staff will be paid for the following designated public holidays provided they work their normal shifts either side of the public holiday, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Christmas Day, Boxing Day and New Years Day.

15. Jury Duty

Staff will be paid the difference between their ordinary day rate of pay and the amount received from jury duty. Staff agree to advise the company as soon as practical of the date/s of their inability to attend work due to jury duty and to provide documentation of all relevant items.

16. Bereavement Leave

A maximum of two days paid leave to attend the funeral or to other matters arising from the death of a close relative (Parent, spouse, sibling, child).

17. Payment of Wages

To be weekly within two working days of the end of the working week (currently Wednesday) by EFT.

18. Workers Compensation

Payment is to be made to staff within three weeks of the lodgement with the company of all necessary forms, subject to written acceptance of the claim by the company's Insurer.

19. Dressing Rooms

Dressing rooms with individual lockers and hot and cold showers are to be provided by the company.

20. Clothing

Clothing will be supplied by the company initially and thereafter on an exchange basis only. Washing and drying facilities will be provided by the company.

If employment is terminated during the trial period or within three months of receiving new clothing, half the cost of the clothing and boots supplied will be deducted from any money owing.

21. Terms of Engagement

New staff will be employed on a trial basis of not longer than three months. During this period their employment may be terminated at any time.

Staff may also be employed by agreement for a set or maximum period if the need arises.

Termination: one week's notice or one week's pay in lieu on either side. When employment is terminated for any reason prior to one year's service or, for serious misconduct the 17.5% leave loading will not be paid.

22. Redundancy

In the event that a position becomes redundant, staff will be advised and negotiations entered into based on statutory requirements.

23. Dispute and Grievance Settling Mechanism

A grievance should be resolved between staff and their supervisor in the first instance. Where a grievance remains unsettled, an individual or Yard Committee of two staff, will meet with the Factory Manager within 24 hours of a meeting being requested by either party, to settle any grievance or dispute.

If the dispute remains unresolved a mutually acceptable arbitrator shall be appointed. Finally, if a dispute or grievance can not be resolved, it shall be reported to the Industrial Registrar. While this procedure is being followed work shall continue as normal.

24. Job Descriptions

Staff will protect the quality of raw materials during receipt, in process through to end product dispatch and observe all safety procedures.

Staff will reliably perform the tasks described, in a "professional" manner.

Production Staff

Plant Operator - Grade 1

Operate and have substantial experience operating, every item of equipment on each process line in the plant, including waste heat evaporator and end product handling systems from start-up to close-down, unsupervised, and be appointed to this grade.

Plant Operator - Grade 2

Operate and have substantial experience operating, at least one line of equipment in the plant including end product handling systems from start-up to close-down, unsupervised, and be appointed to this grade.

Plant Operator - Grade 3

Operate at least one line of equipment in the plant including end product handling systems from start-up to close-down, under supervision, and be appointed to this grade.

Factory Hand

Carry out, under supervision specific and general tasks in and around factory including cleaning of the factory, factory surrounds and all plant and equipment, unloading and loading of trucks, occasional driving incidental to other functions. Margins may be negotiated for specific skills or duties.

Maintenance Staff

Fitter/Welder

- repair any machinery, plant or equipment within the plant, in situ or in the workshop,
- supply and maintain in good order their own tool kit,
- maintain in good order company supplied tools and equipment,
- perform other tasks as required with-in the scope of their skills and training.

Plant Mechanic

- maintain a greasing/lubrication schedule for all plant and equipment around the factory, the dams and the paddocks as required
- to advise the maintenance supervisor of any potential plant and equipment problems detected
- supply and maintain in good order their own tool kit,
- maintain in good order company supplied tools and equipment,
- to ensure effective and safe waste-water dispersion over the property within EPA guide-lines
- perform other tasks as required with-in the scope of their skills and training

Motor Vehicle Mechanic

- repair any motor vehicle, plant or equipment within the plant, in situ or in the workshop
- supply and maintain in good order their own tool kit,
- maintain in good order company supplied tools and equipment,
- perform other tasks as required with-in the scope of their skills and training

Maintenance Hand/Painter

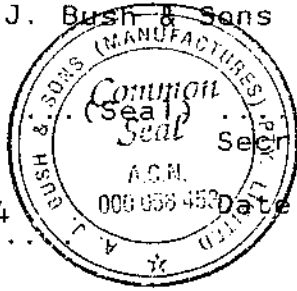
- perform all tasks as required with-in the scope of their skills and training
- prepare surfaces and apply appropriate paint or coating according to coating manufacturers specifications as required

Leading-hand

- facilitate the efficient allocation of staff and materials to the maintenance and repair requirements of the plant in consultation with the Plant Engineer

for and on behalf of A. J. Bush & Sons (Manufactures) Pty. Ltd.

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Director



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Secretary

Date: 15th December, 1994

Date: 15th December, 1994

William John Barrow
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William John Barrow

2/12/94
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Date

Cl. Stood
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Witness

R. Beha
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Russell Beha

7-12-1994
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Date

Cl. Stood
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Witness

F. G. Cook
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Frederick Gordon Cook

7.12.94
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Date

Cl. Stood
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Witness

Noel Augustus Cooke
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Noel Augustine Cooke

7/12/94
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Date

Cl. Stood
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Witness

C. Felsch
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Craig Robert Felsch

6.12.94
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Date

Cl. Stood
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Witness

R. Felsch
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Robert Gordon Felsch

6.12.94
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Date

Cl. Stood
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Witness

B. Geissler
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Barry John Geissler

7/12/94
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Date

Cl. Stood
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Witness

G. A. Greentree
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Geoffrey Alan Greentree

7.12.94
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Date

Cl. Stood
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Witness

Thomas John King
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Thomas John King

6-12-94
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Date

Cl. Stood
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Witness

R. Latimer
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Roger Latimer

7/12/94
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Date

Cl. Stood
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Witness

Peter W. Lenord
Peter Waldron Lenord

6/12/94
Date

Cl. Hood
Witness

M. A. Madigan
Myles Anthony Madigan

12/12/94
Date

Cl. Hood
Witness

S. Mercieca
Sam Mercieca

7/12/94
Date

Cl. Hood
Witness

Malcolm George Pearce
Malcolm George Pearce

8.12.94
Date

Cl. Hood
Witness

Valentine Mune Petersen
Valentine Mune Petersen

7/12/94
Date

Cl. Hood
Witness

Leonard Stanley Ryan
Leonard Stanley Ryan

6.12.94
Date

Cl. Hood
Witness

Barry Joseph Sarsfield
Barry Joseph Sarsfield

7-12-94
Date

Cl. Hood
Witness

William Mark Sinnerton
William Mark Sinnerton

6/12/94
Date

Cl. Hood
Witness

Gerhard Stadelmaier
Gerhard Stadelmaier

7/12/94
Date

Cl. Hood
Witness

Thomas Allan Swanson
Thomas Allan Swanson

7/12/94
Date

Cl. Hood
Witness

Phillip Tai Swanson
Phillip Tai Swanson

7/12/94
Date

Cl. Hood
Witness

Jacek Kamowicz
Jacek Kamowicz

6.12.94
Date

Cl. Hood
Witness