

ENTERPRISE AGREEMENT

NO: E.A. 14 /1996

DATE REGISTERED: 4-1-96

PRICE: \$ 10-00

# **PAINT INDUSTRIES [MAINTENANCE] ENTERPRISE AGREEMENT - 1995**

BETWEEN

**PAINT INDUSTRIES (AUST) PTY LTD  
[PLUMPTON & MORTLAKE SITES]**

AND

**AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING &  
KINDRED INDUSTRIES UNION [NSW BRANCH]**

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An Enterprise Agreement determined in pursuance of the provisions of the New South Wales Industrial Relations Act, 1991.

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## **PAINT INDUSTRIES [MAINTENANCE] ENTERPRISE AGREEMENT - 1995**

### **2. INCIDENCE AND PARTIES BOUND**

- 2.1 **The Parties:** This Enterprise Agreement is made pursuant to Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relation Act, 1991, entered into on the 1995 between Paint Industries (Aust) Pty Ltd. and the Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union [NSW Branch] on behalf of staff, engaged in the maintenance and repair of plant and equipment used for the manufacture of paints, resins and gelcoats.
- 2.2 **The Enterprise:** The enterprise for which this Agreement has been reached, without duress, is Paint Industries (Aust) Pty Ltd., located at 1/23 Bennett Street, Mortlake, 2137, and at 203 Power Street, Plumpton, 2761.
- 2.3 **The Occupations:** This Enterprise Agreement relates to the occupations of tradesmen mechanical fitters and welders, their assistants, ticketed crane and mechanical equipment/crane drivers and crane chasers.

### **3. TERM OF AGREEMENT**

This Enterprise Agreement shall take effect from the date of registration and shall have a nominal term of 24 months..

### **4. RELATIONSHIP TO PARENT AWARD**

It has been determined by the parties to this Enterprise Agreement that this agreement shall be read and interpreted in conjunction with the Metal & Engineering Industry [NSW] Interim Award and provided that where there is an inconsistency in this agreement with employees conditions in relation to the award, this Enterprise Agreement shall take precedence to the extent of such inconsistency.

This Enterprise Agreement replaces the Paint Industries [Aust] Maintenance Agreement No.1 [EA 91/93] and the Paint Industries [Aust] Maintenance Agreement No.2 [EA 92/93], registered by the Industrial Registrar of NSW on 25 June 1993.

**PAINT INDUSTRIES [MAINTENANCE] ENTERPRISE AGREEMENT - 1995****5. PURPOSE OF AGREEMENT**

This Enterprise Agreement carries forward the agreed terms within the two Agreements it replaces together with additional terms and conditions of employment, all such terms being conducive to the efficient operation of the manufacturing processes conducted by the company.

**6. WAGE ADJUSTMENTS**

- 6.1 Employees party to this Agreement will be paid a 4% increase over and above their current rates of pay. Subject to registration of this Enterprise Agreement, the effective date of this adjustment will be from the first complete pay period to commence on or after 23 September 1995 or date of employment, whichever is the later.
- 6.2 Employees party to this Agreement will be paid an additional 6% over and above their current rates of pay. Subject to registration of this Enterprise Agreement, the effective date of this adjustment will be from the first complete pay period to commence on or after 23 September 1996.
- 6.3 There shall be no further wage increases during the nominal term of this Agreement except where consistent with a NSW Industrial Relations Commission Wage Case decision.
- 6.4 The employees current rate of pay is recorded in a written form in the wages records of the company which will be maintained at the Company's office.

**7. HOURS OF WORK**

In accordance with the provisions of Clauses 13 and 16 of the Metal & Engineering [NSW] Award, the commencing and finishing times will be determined to satisfy the requirements of the business. Such ordinary hours for day work will be spread over the period of 6.00 a.m. to 6.00 p.m. with two sets of commencing and finishing times as required, arranged by mutual agreement amongst employer, employees and delegates.

**PAINT INDUSTRIES [MAINTENANCE] ENTERPRISE AGREEMENT - 1995****8. ROSTERED DAYS OFF [RDO]**

In accordance with the provisions of Clause 14 of the Metal & Engineering (NSW) Award, the parties to this Agreement accept the need for total flexibility in the taking of rostered days off to facilitate maximum efficiency.

Furthermore, employees party to this Enterprise Agreement also undertake [by mutual agreement] to work on their allocated RDO if required by the company and in such instance, will be paid at the prescribed overtime rate as set out in clause 18[i] of the Award nominated in clause 4 of this Agreement.

**9. ELECTRONIC FUNDS TRANSFER**

- The company will continue to pay wages weekly by electronic funds transfer to a recognised bank account of the employees' choice.

**10. PICNIC DAY**

Where appropriate, and by mutual agreement, the Picnic Day holiday may be taken to suit the needs of the business. Agreement will not be unreasonably withheld by either party.

**11. DELAYED BREAKS WITHOUT PAYMENT OF PENALTY RATE**

Where appropriate, meal or smoko breaks shall be delayed by no more than 40 minutes to allow completion of breakdown repairs with other employees to take over where practicable.

**12. ABSENTEEISM**

The parties recognise that absenteeism contributes to a loss of productivity and are committed to its reduction.

**13. MULTI-SKILLING AND DEMARCATION**

Subject to the Definitions as detailed in Clause 5 of the Metal & Engineering (NSW) Award, employees agree to carry out a range of multi-skilled duties that are incidental to or peripheral to the primary task and facilitate the completion of the whole task. Such incidental or peripheral work would not require additional formal training.

**PAINT INDUSTRIES [MAINTENANCE] ENTERPRISE AGREEMENT - 1995**

14. **SCHEDULING OF ANNUAL LEAVE**

Employees agreed that annual leave will be scheduled around normal plant shutdowns.

15. **AVOIDANCE OF INDUSTRIAL DISPUTES**

Disputes, grievances or changes to the nature of work practices shall be discussed in a manner designed to bring a harmonious resolution. The parties to this Award shall strictly observe the procedure under Clause 12 of the Metal & Engineering (NSW) Award.

16. **NOT TO BE USED AS A PRECEDENT**

This Enterprise Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Company owned plant or enterprise.

17. **SIGNATORIES**

Signed for and on behalf of Paint Industries of Australia

Signed.....*[Signature]*.....



Witnessed by.....*[Signature]*..... Date 17.10.95.....

Signed for and behalf of The Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union [NSW Branch]

Signed.....*[Signature]*.....  
(Secretary)

Witnessed by.....*[Signature]*..... Date 11.10.95.....