

# ENTERPRISE AGREEMENT

NO: E.A. 237 /1996

DATE REGISTERED: 14-8-96

PRICE: \$ 30-00

**AMBERLEY PTY LTD ENTERPRISE AGREEMENT 1996**

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**1. Title**

This agreement shall be known as the Amberley Pty Ltd Workplace Agreement 1996 - Cobar.

**2. Area and Scope**

This agreement covers employees employed by Amberley Pty Ltd in the Cobar laboratory and is made between the employees and the Company.

The Cobar laboratory trades as Analabs and is located at 9 Railway Parade South, Cobar, NSW, 2835. The laboratory provides analytical chemistry services to the mineral exploration and mining industries.

This agreement will cover the occupations listed in the Level Descriptions table at 5.2. While other occupations are award free, this agreement shall regulate totally the terms and conditions of employment previously regulated by the Clerks (State) Award

**3. Term**

This agreement shall operate for a period of three years with a review every twelve months. Any variation to this agreement will be in accordance with the Industrial Relations Act 1991.

The wage rates and appropriate grades contained in clause 5 of this agreement take effect on and from the date of registration. Employees covered by this agreement at the date of registration will be paid the rate of pay in accordance with clause 5 on and from the date of registration or the date of employment, whichever is the later.

**4. Conditions of Employment**

4.1 Employment Contract

4.1.1 An employee on commencement will be classified as full time, part time, temporary or casual and informed of such classification.

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### 4.1.2 Definitions

Full time employees are employed on an ongoing basis working a 40 hour week.

Part time employees are employed on an ongoing basis working thirty or less hours per week on a regular basis. They are entitled to accrue the same benefits as full time employees although on a pro rata basis.

Temporary employees are those engaged on a full time basis for a limited period of time (no more than six months), specified at the time of hiring.

Casual employees are engaged by the hour on an irregular basis for short periods of time.

### 4.2. Hours of Work

4.2.1 Ordinary working hours shall be eight per day Monday to Friday. These hours shall be consecutive except for an unpaid meal interval of 30 minutes, after not more than five hours' work and a ten minute paid break in the morning.

4.2.2 'Day Shift' and 'Morning Shift' means work starting at or after 5.00 am and before 8.00 am.

'Afternoon Shift' means any shift starting at or after 1.00 pm and before 3.00 pm.

'Night Shift' means any shift starting at or after 8.00 pm and before 11.00 pm.

4.2.3 Starting or finishing times outside the limits prescribed in 4.2.2 above may be agreed with the Company.

4.2.4 No employee is to work more than thirteen days consecutively without at least one day off in a fourteen day period.

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### 4.3 Overtime

- 4.3.1 A 'day' in this clause means the time between the normal starting time on successive days. A Saturday means the time between Friday midnight and Saturday midnight and Sunday means the time between Saturday midnight and Sunday midnight.
- 4.3.2 Work in excess of the ordinary hours of work on weekdays shall be paid at the rate of 1½ times the employee's basic hourly rate for the first two hours and at double the basic rate thereafter. Each day's work is separate for calculation purposes.
- 4.3.3 Work performed on a Saturday shall be paid at the rate of 1½ times the employee's basic hourly rate for the first four hours and at double the basic rate thereafter.
- 4.3.4 Work performed on a Sunday shall be paid at the rate of double the basic rate.
- 4.3.5 Work performed on a Public Holiday shall be paid at the rate of double the employee's basic hourly rate for all hours worked. Eight hours will also be paid at the basic rate for each Public Holiday, or alternatively another day may be substituted for the Public Holiday.
- 4.3.6 The Company may require any employee to work reasonable overtime at overtime rates.
- 4.3.7 No employee, or employees shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction on the working of overtime required by the Company.
- 4.3.8 The terms of this agreement shall not in any case result in an employee being paid at more than double time, or treble time on public holidays.
- 4.3.9 Overtime payments shall be calculated on the employee's basic rate of pay.

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4.3.10 Employees required to work overtime shall, whenever practicable, have 10 consecutive hours off duty between work on one day or shift and the starting time of the next. If this does not happen the employee shall either be released without loss of pay until he or she has had a 10 hour break or be paid at double rates until given 10 hours off. In the case of shift workers the break is eight hours if:

- it enables a change in shift rosters
- an absentee has to be replaced
- employees make arrangements between themselves which are approved by the employer

4.3.11 Notwithstanding the above, casual employees who normally work on weekdays are not entitled to be paid overtime for weekend work unless they have attended work on five weekday shifts.

### 4.4 Meal Breaks

4.4.1 An employee required to work overtime shall be entitled to a meal break of 20 minutes after each four hours of overtime. This arrangement may be varied by the agreement of the Company and the employee.

4.4.2 The normal meal break is unpaid while overtime meal breaks are paid.

### 4.5 Payment of Wages

4.5.1 Wages shall be paid fortnightly by direct deposit into a bank, building society or credit union account of the employee's choice.

4.5.2 Each employee shall be issued with a pay advice showing gross wages and deductions.

### 4.6 Special Rates and Provisions

4.6.1 The Company will supply appropriate protective equipment where required, together with instructions as to its proper use and maintenance. Employees shall sign a receipt for the equipment, which remains the property of the Company, and are responsible for loss or damage except for fair wear and tear.

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- 4.6.2 For full time, part time and temporary contract staff the Company will provide a maximum of two sets of clothing and one pair of safety footwear per year. Such clothing will be at Company expense and will be replaced on a fair wear and tear basis.
- 4.6.3 For casual staff dustcoats or laboratory coats will be provided but will remain the property of the Company. Protective footwear will be issued and will become the property of and in certain circumstances will be paid for by the employee.

Casual employees leaving the Company less than three months from commencement must return the clothing. Any item not returned will be deemed missing and an employee shall be liable for an amount equal to its replacement value (pro rated over three months). For protective footwear an employee shall be liable for an amount equal to its replacement value (pro rated over three months).

4.7 Higher Duties

- 4.7.1 An employee who carried out duties belonging to a higher wage category shall be paid at the higher rate after one week of performing in that category. Once the higher duties cease being performed the employee's rate of pay will return to the normal rate.

4.8 Car Allowance

- 4.8.1 An employee who is required by the Company to use his or her motor vehicle in the course of duty shall be paid an allowance. The allowance will be as per the current schedule published by the Australian Taxation Office.
- 4.8.2 To claim the allowance the employee must record the distance travelled on Company business using the required form. The form is to be approved by management and submitted to the pay office for processing.

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### 4.9 Public Holidays

4.9.1 An employee other than a casual shall be granted the following paid public holidays:

New Year's Day  
Australia Day  
Good Friday  
Easter Monday  
Labour Day  
Anzac Day  
Queen's Birthday  
Christmas Day  
Boxing Day

4.9.2 An employee who is absent from duty on the working day before or after a public holiday without proving reasonable cause or without the Company's consent, will not be entitled to pay for the public holiday (or holidays in the case of Christmas and Easter).

### 4.10 Annual Leave

4.10.1 An employee shall be allowed four weeks annual leave on basic pay after 12 months employment and each 12 months thereafter. Leave paid will attract a loading of 17.5% on the basic rate.

4.10.2 Payment shall not be made or accepted in lieu of annual leave.

4.10.3 The Company may allow an employee to take annual leave before it has accrued. If the employee then leaves the service of the Company before completing the 12 month accrual period the Company may deduct from his or her termination pay the value of any leave taken but not earned through service.

4.10.4 Leave loading is not payable on proportionate leave on termination.

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4.11 Sick Leave

- 4.11.1 Ten days sick leave will be credited to each employee on commencement (pro rata for part time and temporary employees) and on each anniversary of commencement.
- 4.11.2 A doctor's certificate is required for sick leave of two days or more or when shorter absences total more than five days in a year. A sick leave year runs from one anniversary of appointment to the next.
- 4.11.3 An employee entitled to workers' compensation pay is not entitled to sick leave at the same time.
- 4.11.4 An employee who is absent due to sickness shall make every reasonable effort to inform the Company of the fact as soon as possible and within 24 hours. The employee shall state the nature of the illness or injury and the estimated length of absence.
- 4.11.5 Employees will be entitled to be paid an attendance bonus of 50% of the unused sick leave they would have been entitled to under this clause in that year. Such payment will not affect sick leave entitlements.
- 4.11.6 Employees with less than 12 months service are not entitled to any payment for untaken sick leave as in 4.11.5.
- 4.11.7 Employees with over 12 months service whose employment terminates for reasons other than misconduct or unsatisfactory work performance will be paid an attendance bonus as in 4.11.5 pro rated on the fraction of the sick leave year they were employed.

4.12 Long Service Leave

- 4.12.1 In accordance with the NSW Long Service Leave Act 1955, employees will be entitled to eight and two thirds weeks paid long service leave after ten years continuous service. A pro rata period of five years service will apply.
- 4.12.2 Service will be deemed continuous in the case of absence for a period of less than three months which is supported by a medical certificate.



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### 4.13 Compassionate Leave

- 4.13.1 An employee other than a casual employee shall be entitled to a maximum of one weeks paid leave.
- 4.13.2 Granting of compassionate leave is at the discretion of the employer.

### 4.14 Parental Leave

- 4.14.1 Employees are entitled to parental leave in accordance with the Industrial relations Act 1991.

### 4.15 Facilities

- 4.15.1 The Company shall supply boiling water, coffee, tea, sugar, milk, cool drinking water, first aid outfit, lockers, and suitable washing and sanitary facilities.

### 4.16 Dispute Settlement Procedure

- 4.16.1 The Company and its employees shall advise each other at the earliest possible opportunity of any issue or problem that may give rise to a grievance or dispute.
- 4.16.2 The issue shall first be discussed between the employee(s) concerned and the immediate supervisor;
- 4.16.3 If the matter remains unresolved, it shall be discussed between the employee(s) concerned and appropriate management.
- 4.16.4 If the matter still remains unresolved, it shall be discussed between the employee(s), management and the Managing Director.
- 4.16.5 Should the dispute remain unresolved after the complete procedure has been followed, the grievance may be referred to the Industrial Relations Commission of NSW whose decision shall, subject to the provisions of the Act, be final.
- 4.16.6 The parties agree to accept the decision of the Commission as final and binding for the purposes of this Agreement, subject to any rights of appeal.

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4.16.7 No work stoppage, lock out or other bans or limitations on the performance of work shall occur while the procedures are being followed.

### 4.17 Notification of Change

4.17.1 When the Company has decided to introduce major changes in production, organisation or technology that are likely to have a significant effect on employees, it shall notify those affected.

4.17.2 "Significant effect" includes loss of jobs, ,major changes in the size of the work force, skills required, promotion opportunities and the hours of work except where this agreement provides for such changes.

4.17.3 The Company shall discuss the proposed changes openly and as early as practicable with the employees affected and try to minimise any adverse impact upon them.

4.17.4 As far as is practicable supervisors are to notify people of their work rosters at least one week in advance.

### 4.18 Redeployment and Redundancy

4.18.1 If the Company has to reduce staff in any area of the operation it will offer those staff the choice of redeployment elsewhere in the organisation or redundancy.

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4.18.2 A person who chooses redundancy will on termination receive the following:

Pro rata and accrued annual leave calculated under this Agreement;

Pro rata long service leave subject to continuous service exceeding the minimum requirements as specified under 4.12.1 or 4.12.2;

Attendance bonus as per 4.11.7;

Severance pay according to the following table:

Period of continuous service	Payment Age under 45	Payment Age over 45
< one year	nil	nil
> one but < 2 years	4 weeks pay	5 weeks pay
> two but < three years	7 weeks pay	8.75 weeks pay
> three but < four years	10 weeks pay	12.5 weeks pay
> four but < five years	12 weeks pay	15 weeks pay
> five but < six years	14 weeks pay	17.5 weeks pay
> six years	16 weeks pay	20 weeks pay

### 4.19 Termination Notice

4.19.1 All wages employees other than casuals must give the Company one weeks notice of termination.

4.19.2 The Company will provide equivalent notice to employees as noted above except where a longer period of notice is specified by the Federal Industrial Relations Reform Act 1993. i.e.

Period of continuous service	Period of notice
Not more than one year	1 week
More than 1 but less than 3 years	2 weeks
More than 3 but less than 5 years	3 weeks
More than 5 years	4 weeks

An employee over the age of 45 years with at least two years continuous service will receive an additional one weeks notice.

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4.19.3 If either party fails to provide adequate notice of termination they will be required to pay to the other party or forfeit an amount equivalent to the wages the employee would have earned in that period on basic rates.

4.20 Unfair Dismissal

4.20.1 An employee will not be dismissed unless there is a valid reason connected with his or her conduct, work performance, or operational requirements of the Company.

4.20.2 Termination of employment will not be harsh, unjust, or unreasonable.

4.20.3 An employee will not be dismissed for any of the following reasons:

- temporary absence from work because of accident or injury
- membership or non-membership of a union, or participation in union activities out of working hours.
- acting as a representative of employees
- filing of a complaint or participating in proceedings against the Company involving alleged violation of laws or regulations
- absence from work during parental leave
- race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

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### 5.0 Wages

#### 5.1 Wages Structure

The following wage table will be reviewed by management on each anniversary of this agreement. Factors to be considered during the review will be movements in CPI, market rates for labour, company financial performance, and National Wage Case outcomes.

Level	Full Time Hourly Rate	Casual Hourly Rates
1	\$8.50	10.20
2	\$9.17	11.00
3	\$9.82	
4	\$10.33	
5	\$10.50	
6	\$10.82	
7	\$11.44	
8	\$11.90	
9	\$12.98	

Casuals will be employed initially on level one and following six weeks work (or equivalent working hours) will be employed on level two. The casual rates above include amounts for sick leave, annual leave and public holidays. Office staff will not be employed on a casual basis.

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#### 5.2 Level Descriptions

Employment Category	Pay Level
Office Administrator	7
Experienced Office Worker	4
Trainee Office Worker	3
Laboratory Technician Grade 5	8
Laboratory Technician Grade 4	7
Laboratory Technician Grade 3	6
Laboratory Technician Grade 2	5
Laboratory Technician Grade 1	4
Multiskilled Lab Worker	5
Fire Assayer Grade 3	5
Fire Assayer Grade 2	4
Fire Assayer Grade 1	3
Fire Assayer Trainee	2
Sample Preparer Grade 3	4
Sample Preparer Grade 2	3
Sample Preparer Grade 1	2
Sample Preparer Trainee	1
Laboratory Assistant Grade 3	4
Laboratory Assistant Grade 2	3
Laboratory Assistant Grade 1	2
Laboratory Assistant Trainee	1

#### 6.0 Training

##### 6.1 Induction

6.1.1 Every employee will provided with induction training on commencement.

##### 6.2 On the Job

6.2.1 Every employee will receive job relevant training from experienced senior staff.

##### 6.3 Multiskilling

6.3.1 Employees willing to train in different areas of the laboratory will be given the opportunity to do so subject to operational requirements.

*Amberley*  
*W. K.*

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### 6.4 Appraisal

6.4.1 Employees will be appraised annually by their supervisor to assess their suitability for promotion to their next level.

6.4.2 Appraisals will also be used to identify training needs of employees.

### **7.0 Supervision**

The laboratory will be staffed by one supervisor per shift for reasons of safety and dealing with clients.

### **8.0 Opportunity**

Any vacant position within the Company will be advertised internally to enable existing employees the opportunity to apply.

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9. Duress

The parties signing below declare that this agreement was not entered into under duress.

Signed by employees:

<u>Name</u>	<u>Occupation</u>	<u>Signature</u>
SCOTT LOUIS <i>Scott Louis</i>	SHIFT SUPERVISOR	<i>Scott Louis</i>
JANINE E MANN Wanda Smith	fire Assay LABORATORY TECH.	<i>Janine E Mann</i> <i>Wanda Smith</i>
IRENE WRIGHT	LABORATORY TECH. LABORATORY TECH	<i>Irene Wright</i>
JASON WILLIAMS	Sample Prep.	<i>Jason Williams</i>
MICHAEL DARRIGO	SAMPLE PREP	<i>Michael Darrigo</i>
DENNIS MACKAY	SAMPLE PREP	<i>Dennis Mackay</i>

SIGNED BY EMPLOYER: *Mark Hamersley* DATE: 3/5/96  
 MARK HAMERSLEY WITNESS: *[Signature]*

Witness

Date