

ENTERPRISE AGREEMENT

NO: E.A. 282 /1996

DATE REGISTERED: 11-10-96

PRICE: \$ 18-00

ENTERPRISE AGREEMENT FOR

P.H. BROWN FABRICATIONS PTY LTD

ACN 002 355 526

1996

322 ~~PHB~~ All Rights Reserved PHB Dr ~~PHB~~ 3.5 P.S.

1. TITLE

This agreement shall be known as the "P.H. Brown Fabrications Pty Limited" Enterprise Agreement 1996" (ACN 002 355 526) hereinafter referred to as the "agreement".

2. ARRANGEMENT

<u>Subject Matter</u>	<u>Clause No.</u>
Annual Leave and Long Service Leave	14
Arrangement	2
Application and Persons Bound	3
Classifications	7
Duress	4
Grievance Procedure	19
Jury Service	15
Meal Break	11
Ordinary Hours of Work	10
Overtime	12
Payment of Wages	9
Period of Operation	5
Public Holidays	16
Rates of Pay	8
Relationship to Parent Award	6
Sick leave	13
Superannuation	17
Termination of Employment	21
Title	1
Training	20
Uniforms/Work clothing	18

3. Application and Persons Bound

This agreement shall be binding upon P.H. Brown Fabrications Pty Limited, of 37 Uralla Road, Port Macquarie, NSW 2444 (the "employer") and all persons employed (employee) by the employer from time to time who perform work within the scope and incidence of the *Metal and Engineering Industry (New South Wales) Interim Award* (hereinafter referred to as the "parent award")

The parties to the agreement are the employer and the employees. This agreement shall apply at the employer's premises at 37 Uralla Road, Port Macquarie NSW 2444 and at such other places where the employer's enterprise is carried on in respect of all employees who perform work in supplying, manufacturing, and erecting metal fabrication and structural steel which is within the scope and incidence of the parent award.

35 P.H.B. G.G.P.T. S.M. D.R. ~~B.S.~~ S.D.

4. Duress

The parties hereto declare that this agreement was not entered into under duress and that the agreement reflects the interests and desires of each party.

5. Period of Operation

This agreement shall take effect from the beginning of the first pay period commencing on or after the date of registration of the agreement under the provisions of the *Industrial Relations Act 1991 (NSW)* and shall remain in force for a nominal period of 24 months.

6. Relationship to Parent Award

This agreement shall be read and interpreted in conjunction with the parent award but the terms of this agreement will prevail to the extent of any inconsistency.

7. Classifications

- (i) "Metal Fabricator/Welder" - duties shall include but not be limited to primarily engaged in metal fabrications and associated production work by utilising production drawings, plans, welding as required or directed, responsibility for all quality assurance procedures and associated requirements providing a range of other duties as directed from time to time.
- (ii) "Painters/Labourer" - duties shall include but not be limited to primarily engaged in painting and general labouring duties. utilising production drawings, plans, as required or directed, responsibility for all quality assurance procedures and associated requirements, providing a range of other duties as directed from time to time.
- (iii) "Leading Hand/Foreman" - duties shall include but not be limited to responsibility for supervising and co-ordinating all work throughout the factory, exercises discretion in their work and performs all other associated duties as required from time to time.

8. Rates of Pay

- (i) The hourly and aggregate weekly rate of pay for ordinary hours of employment shall not be less than those rates which would have been otherwise applicable from time to time under the relevant parent award.
- (ii) The rates of pay hereunder this agreement are the award rates and shall be no less than the following in respect of the parent award classification referred to, but higher rates may be paid at the discretion of the employer.

25 ~~PP~~ ~~AA~~ ~~CC~~ ~~DD~~ ~~EE~~ ~~FF~~ ~~GG~~ ~~HH~~ ~~II~~ ~~JJ~~ ~~KK~~ ~~LL~~ ~~MM~~ ~~NN~~ ~~OO~~ ~~PP~~ ~~QQ~~ ~~RR~~ ~~SS~~ ~~TT~~ ~~UU~~ ~~VV~~ ~~WW~~ ~~XX~~ ~~YY~~ ~~ZZ~~

Metal Fabricator/Welder C10 Grade	\$433.20 per week
Painter/Labourer C12 Grade	\$380.60 per week
Leading Hand/Foreman C9 Grade	\$454.10 per week

- (ii) In addition to the rate set out in subclause (i) above, the following allowances shall apply:

Tool Allowance	\$9.20 per week
First Aid Allowance	\$10.00 per week
Leading Hand/Foreman	\$28.30 per week
Living away from Home	\$25.00 per day (Employer pays accommodation/travel at cost.

Salaries will be negotiated with each individual employee on the anniversary of their employment. The rates payable shall be no less than the Parent Award rates applicable from time to time.

9 Payment of Wages

- (I) Wages shall be paid weekly.
- (ii) Wages may be paid by electronic funds transfer or cheque (no cash)
- (iii) Wages shall be paid not later than Friday of each week.

10 Ordinary Hours of Work

- (i) The ordinary hours of work shall not exceed 38 per week and shall be worked Monday to Friday. Normal working hours are 7.a.m. to 3.30.p.m. Monday to Thursday and 7.a.m to 1.p.m. Friday
- (ii) Ordinary hours shall not exceed 10 hours per day.
- (iii) Subject to this agreement, the pattern of ordinary hours of work will be determined by the employer (after consultation with the employees concerned) taking into account the requirements of the particular job or job requirements generally.

11. Meal Break

- (I) A half hour Meal Break shall be taken at a suitable and appropriate intervals consistent with the work schedule under way while providing for work to without interruption in a safe and efficient manner. Such break shall not be counted as time worked.

~~AD~~ ~~BA~~ ~~CG~~ ~~PT~~ ~~ME~~ ~~DA~~ ~~700~~ B.S. & SP

- (ii) An employee who works 8 ordinary hours in one day shall, in addition to the meal break specified in subclause (i) be entitled to a 10 minute morning tea break. The timing of the break shall be at the discretion of the Company. Such break shall count as time worked.

12. Overtime

- (i) All time worked in excess of 38 hours per week and in excess of 10 hours per day shall be overtime.
- (ii) Overtime shall be paid at the rate of time and one half for the first three hours and double time thereafter.
- (iii) (a) By mutual agreement between the company and the employee, an overtime entitlement of an employee may be liquidated by the employee having time off in lieu of payment at the rate of time and one half for each hour of overtime worked.
- (b) An employee may not accumulate more than 40 hours of equivalent time off which shall be taken within 26 weeks of its accrual.. Where such time off is not taken the periods of overtime referable thereto shall be paid for in the next pay period at the appropriate overtime rate otherwise applicable.

13. Sick Leave

- (i) All employees, other than casual employees, shall be entitled to one week's sick leave for the first year of employment and 8 days sick leave for the second and subsequent years of service. For the purposes of this clause, a year of employment shall conclude at the date of the anniversary of the commencement of the employment of the employee.
- (ii) The employee shall, wherever practicable, before the commencement of absence, inform the Company of such employee's inability to attend for duty and as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) Untaken sick leave entitlements may accumulate from year to year provided that such untaken portion shall be cumulative from year to year provided that the Company shall not be bound to credit an employee for sick leave on termination of employment.
- (iv) An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers compensation.

14. Annual Leave and Long Service Leave

[Handwritten signatures and initials]

See *Annual Holidays Act 1944*. and *Long Service Leave Act 1955*.

15. 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 up to an equivalent of eight hours per day.

16 Public Holidays

- (i) A public holiday for the purpose of this agreement shall be Christmas Day, Boxing Day, New Years Day, Good Friday, Easter Monday, Australia Day, Anzac Day and Queens Birthday and the Metal Trades Picnic Day (Easter Tuesday).
- (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) It is not the practice of this company to work on public holidays.

17. Superannuation

See Occupational Superannuation Standards Act 1987. All superannuation will be paid into the Superannuation Trust Australia Fund.

18. Clothing

The Company shall supply all safety equipment necessary to comply with the Occupational Health and Safety Act 1985 excluding overalls and boots. Safety boots will be supplied to the Grit Blaster Operator only.

19. Grievance and Disciplinary Procedure

The parties agree that, subject to the provisions of the Industrial Relations Act 1991, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.

- (i) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee(s) and the immediate supervisor.

[Handwritten signatures and initials]

- (ii) If the matter is not resolved at this level, the matter will be reported in writing by the employee(s) to Management. Management, which consists of the Shop Foreman, the Estimator/Manager and the employee(s) concerned shall meet at a time suitable to discuss the issue. The meeting shall take place as soon as practicable after the complaint is received.
- (iii) Normal work will continue while the procedure is being followed.
- (iv) Should the matter not be resolved it may be referred to the Industrial Relations Commission of New south Wales for settlement by either party.

20. Training

Employees will be required to undertake appropriate training as directed by the Company. For all employees who undertake and obtain licences for the Overhead Crane and Forklift driving will be reimbursed by the Company the licence fees on successful completion.

21. Termination of Employment

- (a) Except in the case of a casual employee, employment is terminable by either side by giving the following period of notice or the payment ,or forfeiture, in lieu thereof of such remuneration as would have been earned during that period in lieu of notice.

Employee's Period of continuous Service -with the Employer	Period of Notice
Not more than one year	1 week
More than one year but not more than 3 years	2 weeks
More than Three years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice is increased by one week if the employee is over 45 years old and has completed at least 2 years continuing service.

- (b) The procedure for unsatisfactory work practices will be:-

First warning will be a counselling session with management, documented in writing;
 Second warning will be a formal letter documenting unsatisfactory work practices or performance;
 Third warning will be a formal letter with a view to termination for unsatisfactory work practices or performance.

[Handwritten signatures and initials]
 B.S.A SP

Notwithstanding the foregoing, the employer shall have the right to summarily dismiss an employee for serious misconduct.

22. Negotiations

The parties to this agreement agree to commence discussions for a new agreement and review the operation of this agreement toward the end of the second year of operation.

23 Other Conditions

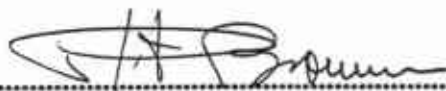
All employees retain the right to voluntary unionism.
Should the company be on site where there is a dispute taking place, the company will leave the site.

24. No Extra Claims.

The parties agree that no future claims will be made in relation to matters dealt with herein.


This agreement is made in on 24 June 1996

Signed for and on behalf of P.H. Brown Fabrications Pty Limited


.....

**P.H. Brown
Managing Director**


Signed by all the employees of P.H. Brown Fabrications Pty Limited

 
Signature Signature

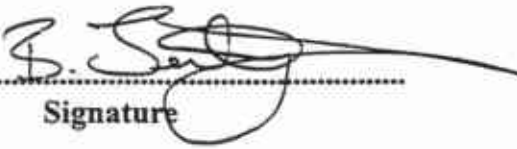
 
Signature Signature




Signature

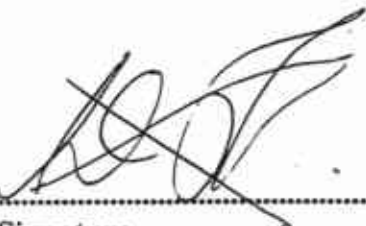

Signature

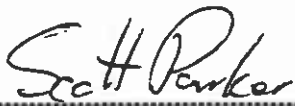

Signature


Signature


Signature


Signature


Signature

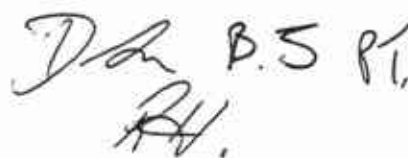

Signature

.....
Signature

.....
Signature






RH.

