

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/47

TITLE: Pacific Mirror Image Sydney Enterprise Bargaining Agreement, 1999

I.R.C. NO: 99/6817

DATE APPROVED/COMMENCEMENT: Approved 11 January 2000 and commenced 1 July 1999

TERM: 3 years

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 10 March 2000

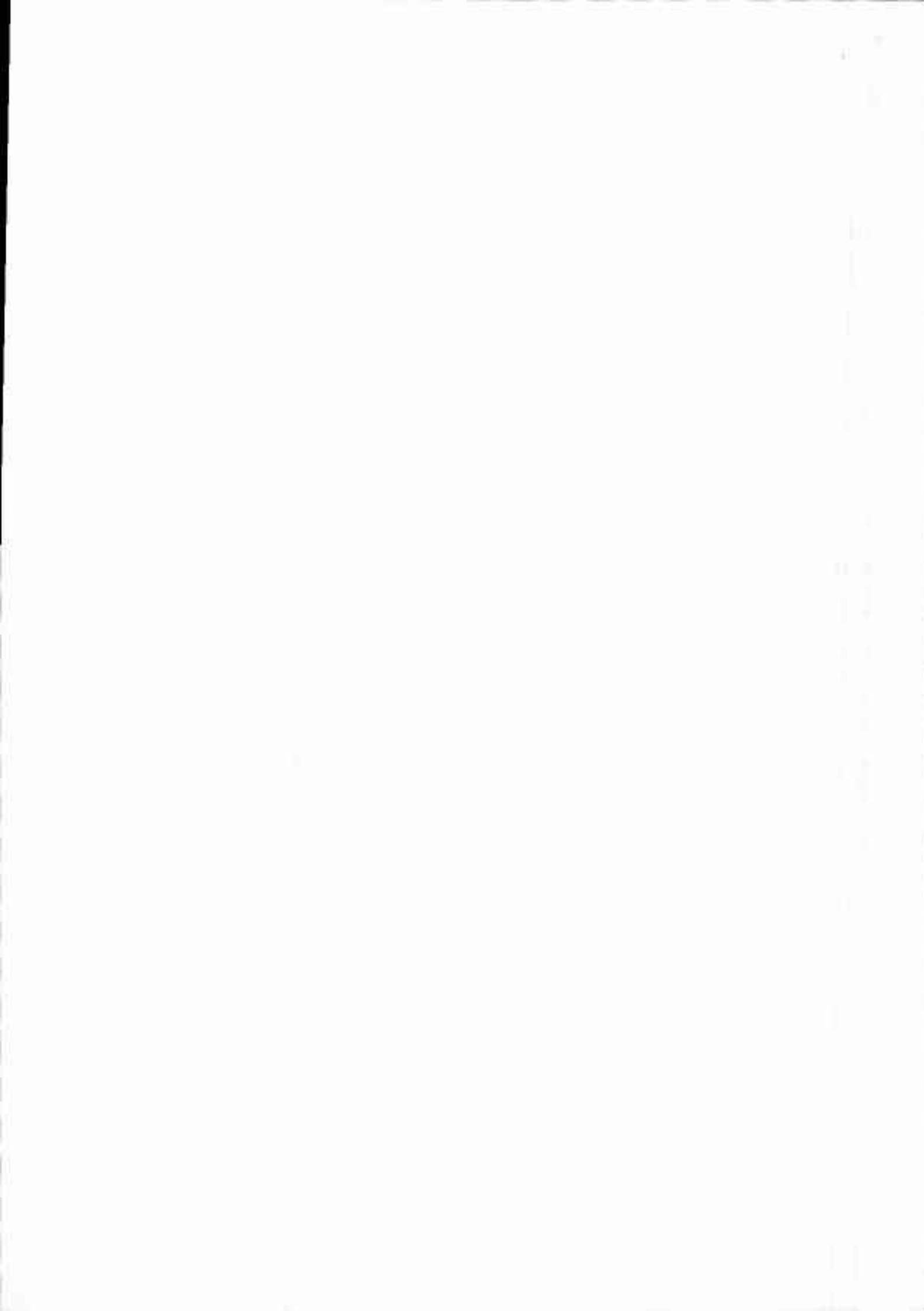
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COVERAGE/DESCRIPTION OF

EMPLOYEES: It applies to approximately 80 employees who will be covered by the Agreement, whilst the other employees hold managerial and secretarial positions and are not covered by the Agreement

PARTIES: Pacific Mirror Image -&- The Gramophone Record Industry Union of New South Wales



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14 DEC 1999
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***Enterprise
Bargaining
Agreement,
1999.***

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A broadbanding exercise has been completed. Jobs have been grouped as follows:

SKILLS STRUCTURE - PMI VIDEO

Production Operator - Level 0

- Entry Level - No prerequisite PMI work skills necessary.
- Basic Literacy, Numeracy and Comprehension.
- Able to work shift work on a flexible basis on this and future levels.
- A period of three (3) months probation applies.

Applicable positions:

Real Time Tape Prep. Entry level

Clean Room Tape Prep. Entry level

Recycling Operator Entry level

Manual Packer Entry level

Production Operator - Level 1

- Possesses Previous levels prerequisites.
- Possesses core skills.

Note: Core skills are defined as: 'P.M.I. specific' policies including safety, security, quality and general working conditions to be communicated during initial training.

- Able to work under minimal supervision at a basic level within a single operational area.

Applicable positions:

Real Time Tape Prep

Clean Room Tape Prep

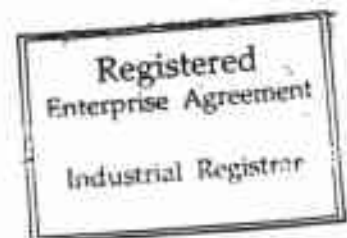
Manual Packers

Recycling Operator

Production Operator - Level 2

- Possesses core skills.
- Able to work under minimal supervision at a medium level.
- Able to direct and organise Level 1 operators within the relevant area and maintain correct PMI standards.

Applicable positions:



Senior Real Time Tape Prep

Clean Room Senior Prep

Packing Operator

Cleaner

Production Operator - Level 3

- Possesses core skills.
- Able to work without supervision at an advanced level within designated area.

And/Or

To be considered to have the ability to be trained in any other area of the company.

- Has a general understanding of the production requirements applicable to the operational area in which he or she works, and
- Is able to provide leadership and demonstrate required tasks to new staff members.

Applicable positions:

R/T Tape Inspector

Store person

Clean Room Operator Level 1

Production Operator - Level 4

- Possesses Core Skills.
- Has a thorough understanding of the production requirements applicable to the operational area in which he or she works.
- Able to judge acceptable quality levels applicable to the operational area of employment.
- Able to carry out basic operational troubleshooting within the area of employment.
- If applicable to carry out equipment troubleshooting at a basic level as required.



PART I - APPLICATION AND OPERATION OF AGREEMENT

1.0 AGREEMENT TITLE

This Agreement shall be known as the PACIFIC MIRROR IMAGE SYDNEY ENTERPRISE BARGAINING AGREEMENT , 1999.

1.1 AGREEMENT vs AWARD

Where there is inconsistency between this agreement and the award, the agreement prevails.

1.2 COVERAGE OF AGREEMENT AND PARTIES BOUND

This Agreement is binding on the following parties engaged on any operation in or in connection with or incidental to the handling, preparation, manufacture, storage and distribution of Video media products:

- Showads Omega Pty Ltd trading as Pacific Mirror Image - ^{herein} hereinafter called the company.
- Employees of the company at 1A and 2A Woodcock Place Lane Cove NSW 2066, or in future greenfield sites.
- The Gramophone Record Industry Union (GRIU) - herein after called the Union.

1.3 AGREEMENT OBJECTIVES

This Agreement is to regulate and provide for the terms and conditions of employment for all employees of the company.

The Agreement provides modern employment conditions within an industry identified as a continuing stable industry.

Flexibility and ownership by employees of the objectives of the business are vital ingredients to the success of the company and indeed the industry in Australia. Over-regulation reduces the companies capacity to meet emerging needs.

Underlying this Agreement is acceptance and commitment to core values which are fundamental to the company's success. These values are:

- To ensure a consistent quality output to world's best standard.
- The involvement of all employees individually and through teamwork to attain the company's goals.
- A focus on continuous improvement and customer service.
- Trust, open and honest 2 way communication.

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- To encourage initiative and provide opportunities for personal development and to improve living standards.
- To maintain harmonious relationships with the community and conduct our business within the communities legal and moral obligations.

1.4 COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION

This Agreement shall apply from the 1 July 1999 and remain in force for a period of 3 years.

1.5 COMMITMENTS BY AGREEMENT PARTIES

The company will provide employment, training and personal growth opportunities along with the desire to foster positive and productive working relationships.

In exchange the employees agree to work at the discretion of the company in any position they have the skill and training to do and at the best of their ability contributing to safety, product quality and positive relationships with management and others.



PART 2 - CONSULTATION AND DISPUTE RESOLUTION

2.0 CONSULTATIVE COMMITTEE AND MECHANISM

For the purpose of facilitating improved productivity and consistent with providing better job and career opportunities a Workplace Advisory Team ("WAT") will be established .

The Team shall consist of management and employee representatives. Employee representatives will be elected, hold office for an agreed period and receive training appropriate to the efficient functioning of the WAT and the enhancement of individual skills.

The WAT shall meet on any matter consistent with its member developed charter, be advisory in nature and shall meet in a manner and frequency agreed in the charter.

Matters raised by either the company, employees or union consistent with this part shall be processed through the committee and upon agreement, if appropriate, presented to the company for consideration and approval.

Security and confidentiality of commercially sensitive information obtained by participants is a condition of membership of the WAT.

Any disputes arising out of the implementation of this subclause shall be referred to the Continuity of Operation and Dispute Resolution Procedures Clause (2.2).

2.1 CONSULTATION ON MAJOR CHANGE IN THE WORKPLACE

2.1.1 Company's Duty of Notice

- (i) Where the company has made a definite decision to introduce major changes in production program, organisation, structure, or technology that are likely to have significant effects on employees, the company shall notify the employees who may be affected by proposed changes and their union.
- (ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities of job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

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2.1.2 Company's Duty to Discuss Change

- (i) The company shall discuss with the employees affected and their union inter alia, the introduction of the changes referred to in 2.1.1 (i) and (ii) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.
- (ii) The discussions shall commence as early as practicable after a definite decision has been made by the company to make the changes referred to in 2.1.1 (i) and (ii) hereof.
- (iii) For the purposes of such discussion, the company shall provide in writing to the employees concerned and their union, all relevant information about changes proposed; and expected effects of the changes on employees and any other matters likely to affect employees provided that the company shall not be required to disclose confidential information the disclosure of which would be inimical to the company's interests.

2.2 CONTINUITY OF OPERATION AND DISPUTE RESOLUTION

The objectives of this procedure are to promote the resolution of disputes by measures based on consultation, co-operation and discussion ; to reduce confrontation and to avoid interruption to the performance of work and the consequential loss of production and wages.

- (i) Issues in dispute will be resolved between the employees and their immediate supervisors.
- (ii) Employees have the option of seeking the assistance of their employee representative to help to resolve the dispute.
- (iii) Should issues remain unresolved, the secretary of G.R.I.U. or nominee and company representative will then become involved.
- (iv) If the matter still cannot be resolved, the matter will be referred to the Industrial Relations Commission.
- (v) In order to allow for the peaceful resolution of grievances, the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.
- (vi) The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.

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2.3 MAJORITY CLAUSE/PROVISION

If there are any employees who carry out work incidental to manufacturing and/or packing of Video products and the majority of Pacific Mirror Image employees are covered by this agreement, then those employees who are in the minority shall also be covered by the terms and conditions of this agreement.

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PART 3 - EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

3.0 CONTRACT OF EMPLOYMENT

Employment shall be by the week except if employed specifically as a casual or fixed term employee.

3.1 PROBATIONARY EMPLOYMENT

All weekly employees upon gaining employment shall be subject to a 3 months probationary period.

During this period, the employee shall be on trial to ascertain whether they have the required skill and attitude necessary for satisfactory performance in the classification to which they were employed.

During this period the company shall provide all training and direction necessary for the employee to achieve competency.

Should the employee not perform to the satisfaction of the company, their employment may be terminated in accordance with "Termination of Employment" clause 3.6.1.

3.2 EMPLOYMENT CATEGORIES

3.2.1 Casual Employment

A casual is a person engaged by the hour and paid as such. A casual shall be paid a loading of 15 % plus one twelfth calculated on their actual pay rates inclusive of Annual Leave, Sick Leave, Bereavement Leave and Public Holidays in addition to the same rate of pay prescribed for a weekly employee in the same classification.

3.2.2 Fixed Term Employment

A fixed Term employee is employed for a specific task, period or season, which is determined in advance of employment.

The period once determined may be varied by agreement between the employee and the company.

When a fixed term contract has expired due to the passage of time, an employee may be offered a further contract for a fixed term.

A fixed term employee receives all benefits, penalties and loadings in the same way and under the same conditions as a weekly employee.

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3.2.3 Part Time Employment

Part-time employees work a regular number of hours on a set number of days each week. Employment is by the week.

Wages shall be calculated on the basis of the weekly base prescribed in this award for the appropriate classification divided by 38.

All benefits, loadings and penalties that apply to weekly employment shall apply to part-time employment but on a proportionate basis.

3.2.4 Job Sharing

Parties to this agreement are prepared to enter into discussions to accommodate Job Sharing provided that job sharing arrangements are entered into after consultation and mutual agreement with the employees concerned and union and it is not the intention of the company to diminish full time employment.

3.2.5 Multi-Skilling

The company encourages and promotes the development of employees skills and abilities. As such, employees may be required to perform in a variety of positions over the course of their employment. Any employee who fulfills a role at a lower skill level than previously, will suffer no reduction in wages as a result.

3.3 ABANDONMENT OF EMPLOYMENT

An employee not attending for work for a continuous period of 3 working days without notification to the company shall be regarded as having abandoned their employment.

Termination shall be from the last day the employee attended for duty.

In such cases, as the employee is deemed to have terminated service without notice they forfeit wages for the required notice period.

In addition, as the employee has failed to give notice, the company shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.



3.4 REDUNDANCY

This clause shall only apply to weekly employees but not seasonal/fixed term or casuals.

Where the company no longer requires the job to be performed by any one; and

- The employee(s) cannot be offered alternate employment; or
- The employee(s) affected cannot be offered alternate employment within a branch operation of the company in reasonable proximity;

then the company shall notify the union and in accordance with the scale, provide the following redundancy pay:

4 weeks in lieu of notice; plus

4 weeks severance pay; plus

Where the employee is over 45 years of age an extra 1 week severance pay shall apply; plus

3 weeks per year of completed service up to and including 5 years, and 4 weeks per year of completed service thereafter;

The total of all of the above shall be capped at 52 weeks.

"Weeks Pay" means the ordinary time rate of pay.

An employee who terminates their employment during the notice period shall be entitled to the same benefits and payments under this clause calculated to the date of their termination.

Employees who are dismissed without notice for misconduct including malingering, inefficiency or neglect of duty, shall not be entitled to redundancy pay, and in such cases wages shall be paid up to the time of dismissal only.



3.5 TERMINATION OF EMPLOYMENT

3.5.1 General Provisions

Except in the case of casuals, employment shall be by the week.

Employment may be terminated by employees giving the following notice:

<u>Period of Continuous Service</u>	<u>Period Of Notice</u>
1 year or less of service	1 week
1 year of service but less than 3 years of service	2 weeks
3 years of service but less than 5 years of service	3 weeks
5 years of service and over	4 weeks

Payment in lieu of the above notice may be given or payment may be made for all or part of the notice period remaining if the employee has commenced to work the notice.

over 15 years of age clause.
If an employee fails to give notice, the company shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

3.5.2 Termination of Casual Employment

Casual employment may be terminated at any time provided that 1 hours notice is given and 4 hours pay is provided on the final day. Termination of casual employment will be on the premise of the company keeping the most valuable employees; based on performance, ability and attitude, until the last to be terminated. Casuals will not be terminated in a 'first-in last-off' manner.

3.5.3 Summary Dismissal

Notwithstanding the above provisions, the company shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty and in such cases the wages shall be paid up to the time of dismissal only.



PART 4 - WAGES AND RELATED MATTERS

4.0 BASIS OF RATES OF PAY

The rates of pay in this Agreement comprehend all the existing conditions under which work is performed.

The company will supply all necessary tools. On termination, all tools/equipment will be handed in. Replacement cost for tools/equipment issued but not returned to the company will be deducted from the employee's termination pay.

4.1 PAYMENT BY CHEQUE OR ELECTRONIC FUNDS TRANSFER

All employees covered by this Agreement will have their wages paid by cheque or EFT into a nominated bank account or other recognised financial institution.

4.2 CLASSIFICATIONS AND WAGE RATES

The company wage structure will be in accordance with the following classification levels. Generally wages shall be determined by an employee's level of skill and training and the availability of positions (*refer Appendix 2 for pay rates*).

Further detailed work is continuing to define competency standards underpinning the structure.

However as an interim measure, the structure has been stepped off the metal industry classification but appropriate to the Video industry in general and Pacific Mirror Image in particular.

Nothing in this clause prevents the parties from reviewing and upgrading the following classification structure or reclassifying one's classification.

4.3 CLASSIFICATION STRUCTURE - HIERARCHY

MANUFACTURING

Production Operator - Level 7

Production Operator - Level 6

Production Operator - Level 5

Production Operator - Level 4

Production Operator - Level 3

Production Operator - Level 2

Production Operator - Level 1

Production Operator - Level 0 (Entry level)

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Applicable Positions:

Tape Inspection Section Leader

Clean Room Operator 2

Real Time Tape Operator

Rework & Faulty Returns Coordinator

Packing senior operator

Artwork & Distribution Coordinator

PMI courier

Production Operator - Level 5

- Possesses core skills
- Able to act as Team leader/Supervisor in a designated section if required.
- Able to comprehensively interpret production requirements as specified on Job Bags and Schedule.
- Able to judge acceptable quality levels applicable to the area of employment.
- Able to provide a first line response to production, operational or quality problems that may arise in the area.
- Able to carry out advanced operational troubleshooting within the area of employment.
- If applicable carry out equipment troubleshooting at a medium level as required.

Applicable Positions:

Post QC

Senior Real Time Operator

Senior Clean Room Operator

Packing Team Leader

Artwork Controller

Receiving/Purchasing Clerk

Senior Storeperson

Despatch Clerk



Production Operator - Level 6

- Possesses core skills either Technical Operational or Organisational.
- Able to be pro-active supervisor for a work team.
- Able to instruct, implement and demonstrate Quality Assurance procedures.
- Able to comprehensively interpret production requirements as defined by the Schedules and Job Bags and in accordance with the requirements of the Quality System.
- Able to utilise all available resources including staff and equipment to achieve production targets.
- Able to accurately identify priorities, investigate production problems within the area, liaising with internal suppliers as necessary.
- Able to train staff in the setting up, operation of, and operational troubleshooting of all equipment within the area of employment.
- Able to train staff in the correct procedures for production and quality reporting.
- Able to interpret operating and production data relevant to the area of employment.
- Has an awareness of applicable legislative requirements applying to the employment of staff such as hire and fire, equal opportunity, discrimination etc.
- Possesses effective team building skills e.g. communication, change management and leadership.

Applicable Positions:

Real Time Team Leader

Clean Room Team Leader

Packing Supervisors

Production Operator - Level 7

7b - Post Production Editor

- Possesses high level technical operational and post production skills.
- Able to provide a crucial link between production areas and management and relay concerns of both in a professional manner.
- Able to comprehensively interpret production requirements as defined by the Schedules and Job Bags and in accordance with the requirements of the Quality System.
- Able to structure resources in order to fulfil the requirements of post production.

- Able to accurately identify priorities, investigate production problems within the area, liaising with internal suppliers and customers as well as management in order to maintain expeditious production.
 - Able to train staff in the setting up, operation of and operational trouble shooting of all equipment within the area of employment.
 - Able to train staff in the correct procedures for production and quality reporting.
- 7b - Real Time Coordinator**
- Possesses excellent organisational and operational skills.
 - Able to provide a crucial link between production areas and management and relay concerns of both in a professional manner.
 - Able to comprehensively interpret production requirements as defined by the Schedules and Job Bags and in accordance with the requirements of the Quality System.
 - Able to structure resources in order to fulfil production requirements.
 - Able to accurately identify priorities, investigate production problems within the area, liaising with internal suppliers as well as management in order to maintain expeditious production.
 - Able to train staff in the setting up, operation of and operational trouble shooting of all equipment within the area of employment.
 - Able to train staff in the correct procedures for production and quality reporting.
 - Has undertaken supervisory skills training (or has equivalent competency) in the areas of Human Relations, Train the Trainer and Quality Assurance and Procedure Writing plus Team Leadership and Development.
 - Has an awareness of applicable legislative requirements to the employment of staff such as hire and fire, equal opportunity, discrimination etc.
 - Possesses effective team building skills, e.g. communication, change management and leadership.

7a - Senior Editor

- Possesses skills that encompass those outlined in both positions of level 7b.

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TECHNICAL

Trainee Technician

Technician Level 1

Technician Level 2

Technician Level 3

Technicians levels/rates of pay will be in line with job function and duties. The pay rates will be determined by market value.

4.3.1 Apprentices

Minimum weekly rate for apprentices shall be to the following percentages of tradesperson. (Includes proficiency allowance).

<u>4 year term</u>	<u>%</u>	<u>Adult Apprentice %</u>
1st year	50	80
2nd year	60	85
3rd year	75	90
4th year	90	100

Where a current employee undertakes a Adult Apprenticeship, they shall receive no less than their current rate of pay, from time to time adjusted.

4.3.2 Unapprenticed Juniors

The minimum weekly wage rate for unapprenticed juniors employed in occupations for which apprenticeship is not provided shall be the following % of the Production Operator Level 4.

<u>Years of Age</u>	<u>Minimum Rate</u>
15 - 16 years of age	50%
17 years of age	65%
18 years of age plus	Adult Rate



4.4 ALLOWANCE - MEAL

An employee required to work overtime for more than two hours without being notified of the overtime on the previous day or earlier, shall either be supplied with a meal by the company or paid a meal allowance. The amount of the allowance will be as stipulated by the Award, and will apply to the first meal and each subsequent meal.

Unless the company advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the company shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

4.5 ANNUAL REVIEWS

Each employee will undergo an Annual Review with his immediate Manager and/or Team Leader/Supervisor to discuss performance and progress since commencement and/or the last Review. This Review will not be used as a mechanism for wage adjustments, rather to determine a direction for the future and individual training requirements. Employees may move to the next Skill Level where a position is available, by way of an assessment process which ascertains relevant competencies have been achieved. Further detailed work is continuing to establish both the competencies and the assessment process. Wage adjustments designed to level the playing field in this regard are scheduled for 1 February 2000 (*refer Appendix 2*). No further review of wage levels will be made prior to July, 2000. However, wage levels will be adjusted or absorbed in accordance with increases in minimum Award rates.

If an employee is currently paid in excess of the relevant skill level, he/she will not have a reduction in wages. Future increases above the skills level wage rates are at the discretion of the employer. Similarly, the employer may commence an employee at a pay rate above the relevant level where the individual's experience, skill or market value demands it.

Any employee dissatisfied with the details or results of the Annual Review or the Competency Assessment may seek resolution under Clause 2.2 - "Continuity of Operation and Dispute Resolution".



PART 5 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK AND WEEKEND WORK.

5.0 HOURS OF WORK

5.0.1 Ordinary Hours of Work - Day Work

The Ordinary Hours of Day Work shall not exceed an average of 38 hours per week in a work cycle of up to 152 hours in 28 consecutive days. Provided that where the company requires, a roster system may operate.

Ordinary hours may be worked on any or all days of the week Monday to Friday provided that not more than 12 ordinary hours can be worked on a day. In the case of 12 hour shifts, consultation and agreement with the union will occur prior to introduction.

Ordinary hours shall be worked continuously except for meal breaks at the discretion of the company between 6.00am - 6.00pm.

Although the number of ordinary hour worked in a day will be determined by the company, the actual commencement and finishing times will be determined by agreement between the company and the majority of employees affected. In the absence of agreement the company reserves the right to determine/vary commencement and finishing times with 7 days notice to those affected.

Work outside the span of ordinary hours once fixed or in excess of eight (8) hours per day shall be regarded as overtime.

5.0.2 Ordinary Hours of Work - Shift Work

Definition

Afternoon shift means any shift finishing after 6.00pm and at or before Midnight.

Night Shift means any ordinary hours shift finishing after midnight and at or before 8.00am.

The ordinary hours of shift work shall not exceed an average of 38 hours per week in a work cycle of up to 152 hours in 28 consecutive shifts. Provided that where the company and the majority of employees affected agree, a roster system may operate on the basis that a weekly average of 38 hours will be achieved over a period which exceeds 28 days.

Ordinary hours may be worked within a period not exceeding 7 consecutive days any one week; provided that not more than 12 ordinary hours can be worked on any shift. In the case of 12 hour shifts, consultation and agreement with the union will occur prior to introduction.

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Ordinary hours on afternoon shift or night shift shall be worked continuously except for meal breaks at the discretion of the company.

Although the number of ordinary hours in the shift will be determined by the company, the actual commencement and finishing times will be determined by agreement between the company and the majority of employees affected. In the absence of agreement, the company reserves the right to determine/vary commencement and finishing times with 7 days notice to those affected.

Work outside the span of ordinary hours once fixed or in excess of eight (8) hours per day shall be regarded as overtime.

Employees must be willing to work rotating shifts where so required by the company.

5.0.3 Ordinary Hours of Work - Continuous Working

Definition

Continuous Working means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the company.

Where continuous working shifts are not currently placed and it is intended to apply same, prior discussion will take place with the employees and the union. The union will not unreasonably oppose the introduction of continuous working. In the absence of agreement the company reserves the right to commence continuous working with seven (7) days notice.

The ordinary hours of continuous working shall not exceed an average of 38 hours per week in a work cycle of 152 hours in 28 consecutive days. provided that where the company and the majority agree, a roster system may operate on the basis that a weekly average of 38 hours will be achieved over a period which exceeds 28 days.

Ordinary hours may be worked on any day or days of the week including Saturday and Sunday provided that not more than 12 ordinary hours can be worked on any shift. In the case of 12 hour shifts, consultation and agreement with the union will occur prior to introduction.

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Although the number of ordinary hours in the shift will be determined by the company, the actual commencement and finishing times will be determined by agreement between the company and the majority of employees affected. In the absence of agreement, the company reserves the right to determine/vary commencement and finishing times with 7 days notice to those affected.

Work outside the span of ordinary hours once fixed or in excess of eight (8) hours per day shall be regarded as overtime.

5.1 PENALTY RATES

5.1.1 Shift Work Penalty Rates

A shift worker whilst on afternoon shift shall be paid for each shift 15% more than their ordinary rate.

An employee who works on night shift shall be paid 25% more than ordinary rate for time worked.

This payment will not apply for ordinary hours of Saturday, Sunday, Public Holidays and overtime.

5.1.2 Saturday Work Penalty Rate

Shift workers for performing ordinary hours between midnight Friday and midnight Saturday shall receive a loading of 50% of ordinary time for the first two hours worked; and a loading of 100% of ordinary time for the remaining actual hours worked.

Such loading will be in substitution for and not cumulative upon shift penalty described in clause 5.1.1.

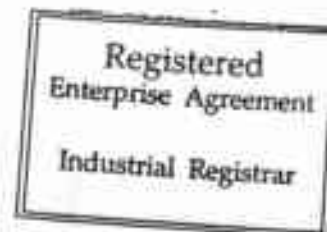
5.1.3 Sunday and Public Holiday Penalty Rate

Shift workers for performing ordinary hours on Sunday, shall receive a loading of 100% of ordinary time for the actual hours worked. Such loading will be in substitution for and not cumulative upon shift penalty described in clause 5.1.1.

Continuous shift workers as defined for performing ordinary hours on a Public Holiday shall receive a loading of 100% of ordinary time for actual hours worked.

Other shift workers shall receive 150% of ordinary time for actual hours worked.

Such loading shall be in substitution for and not cumulative upon shift penalty described in clause 5.1.1.



The start and finish of the weekend will be defined by shift roster. Where the shift commences between 11.00pm and midnight on a Sunday or holiday, time worked before midnight shall not entitle the employee the Sunday or holiday rate. Provided where the shift starts for the Sunday or holiday and progresses into the Sunday or holiday, the time worked on the Sunday or holiday shall be paid at the Sunday or holiday rate.

5.1.4 Work Rosters

Rosters shall specify the commencement and finishing times of ordinary hours.

5.1.5 Change of Roster or Hours

Hours once set may be altered by the company by giving as much notice as is possible but in any event a minimum of 48 hours notice of a change will be provided.

A lesser period of notice may be agreed upon by the company and the employees.

Notice will be posted in the Department(s) affected.

5.1.6 Make-Up Time

The employee may elect, with the consent of the company, to work make-up time, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement.

5.2 BREAKS

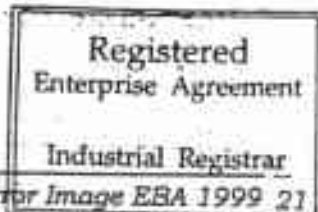
5.2.1 Staggering of Meal Breaks

The company will allow a 30 minute unpaid meal break to meet manufacturing requirements not later than 5 hours after the commencement of ordinary hours. However, by mutual agreement meal breaks may be delayed beyond 5 hours, where operational needs required continuity.

5.2.2 Crib Time

Where the period of overtime is more than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. The company and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the company shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.



5.3 OVERTIME

5.3.1 Requirement to Work Reasonable Overtime

The company may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

5.3.2 Payment for Working Overtime

For any work done outside or in excess of ordinary hours, the rates of pay shall be time and a half for the first 2 hours and double time thereafter. Such double time to continue until the completion of the overtime work. Except where overtime is:

- arranged by the employees themselves, or
- to effect the rotation of shifts.

In computing overtime, each day shall stand alone.

The hourly rate when computing overtime shall be determined by dividing the appropriate weekly rate by 38.

Except as provided in subclause 5.1.3 of this agreement employees shall be paid at the rate of double time for work done on Sundays, such double time to continue until the employee is relieved from duty.

Except as provided in subclause 5.1.3 of this agreement an employee shall be paid at the rate of double time and a half for work done on public holidays, such double time and a half to continue until the employee is relieved from duty.

5.3.3 Rest Period after Overtime

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of ordinary work on the next day that an employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of the company such an employee resumes or continues work without having had ten consecutive hours off duty the employee shall be paid at double rates until released from duty for such period and then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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The provisions of the subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (i) For the purpose of changing shift roster; or
- (ii) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
- (iii) Where a shift is worked by arrangement between the employees themselves.

5.3.4 Time Off in Lieu of Payment of Overtime.

An employee may elect, with the consent of the company, to take time off in lieu of payment for overtime at a time or times agreed with the company.

The company shall, if requested by the employee, provide payment at the rate provided for the payment of overtime in this award, for any overtime worked under paragraph 5.0.3 where such time has not been taken within four weeks of accrual.



PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

6.0 ANNUAL LEAVE

6.0.1 Annual Leave Entitlement - General

Weekly employees are entitled to 152 hours of Annual Leave for each year of completed service exclusive of Public Holidays. The time of taking leave will be at the discretion of the company and in accordance with the needs of the business.

However, ordinarily Annual Leave should be given in not more than 2 periods. Should the company and employee agree, it may be taken in a greater number of periods.

Total Annual Leave Entitlement should ordinarily not exceed 228 hours for any employee.

Employees engaged as casuals are not entitled to Annual Leave.

6.0.2 Annual Leave Entitlement - 7 Day Shift Workers.

In addition to the above, 7 day shift workers, that is shift workers who are regularly rostered to work any of the 7 days and regularly on Sundays and holidays shall be allowed an additional 38 ordinary hours Annual Leave.

6.0.3 Annual Leave Loading

A Loading of 17.5% of the employees ordinary time rate will be paid when accrued Annual Leave is taken.

Employees who are receiving an amount that includes Annual Leave Loading averaged over the year will not be entitled to an additional loading.

Annual Leave Loading shall not apply to proportional Annual Leave paid on termination, except in cases of redundancy.

6.0.4 Annual Close Down

The company may with four (4) weeks notice close down a section or sections for the purpose of taking Annual Leave. Employees who are not entitled to a full amount of Annual Leave at the time of closure will be paid their pro rata entitlement plus Annual Leave loading .

6.1 SICK LEAVE

6.1.1 Sick Leave Entitlement

Weekly employees will be entitled to leave of absence without loss of pay in circumstances where they cannot attend for duty due to genuine personal illness or injury by accident. Provided that an employee will not be entitled to paid sick leave during the first three months of employment but, may after three months continuous

employment make application for back pay for any bona fide illness. Any such claim will result in a reduction of the employee's accrued sick leave entitlement.

Employees shall be entitled to a minimum of 5 days or where employees work in excess of an 7.6 hour day, a maximum 38 hours sick leave during the first year of service and 8 days in the second and subsequent year or where the employees work in excess of and 7.6 hour day a maximum of 60.8 hour during the second and subsequent year of service.

6.1.2 Notification and Proof of Sickness.

Sick leave payment will be provided for the period of time the employee is unable to attend for duty, subject to the following requirements:

- The company must be notified of the employees inability to attend within one hour of normal commence time.
- An employee must provide evidence satisfactory to the company as to why they are unable to attend for duty when requested to do so.

The company reserves the right to review each individual case as appropriate.

6.1.3 Sick Leave to Accumulate

The employee's unclaimed sick leave shall accumulate from year to year so long as their employment continues with the company, so that any sick leave which has not been allowed in any year may be claimed by the employee and shall be allowed by the company, subject to the conditions prescribed by this clause in a subsequent year of such continued employment.

6.2 PERSONAL CARERS LEAVE

The following clauses of Personal Carers Leave are based on Full Bench Test Case Provisions. The carer's leave entitlement shall include current sick leave and bereavement leave entitlements.

An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill.

The employee shall, if required, establish by production of a medical certificate or Statutory Declaration, satisfactory to the company, the illness of the person concerned and that the illness is such as to require care by another.

In normal circumstances an employee shall not take carer's leave under this clause where another person has taken leave to care for the same person.

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Carer's leave may be taken for part of a single day.

The entitlement to use sick leave in accordance with this subclause is subject to:

- (a) The employee being responsible for the care of the person concerned; and
- (b) The person concerned being either:
 - (i) A member of the employee's immediate family; or
 - (ii) A member of the employee's household.
- (c) The term "immediate family" includes:
 - (i) A spouse (including former spouse, a de facto spouse and a former de-facto spouse) of the employee; and
 - (ii) An adult child (including adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

The employee shall, wherever practicable, give the company notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence, the employee shall notify the company by telephone of such absence at the first opportunity on the day of absence.

6.2.1 Unpaid Carer's Leave

An employee may elect, with the consent of the company, to take unpaid leave for the purpose of providing care to a family member who is ill.

6.3 BEREAVEMENT LEAVE

Paid leave will be provided for the death of a loved one being husband, wife, father, mother, brother, sister, child, step child, grandparents or parent-in-law, partner in a homosexual relationship; for the purposes of this clause the words wife and husband shall include de facto wife and husband and the words father and mother shall include foster father and mother and step father and mother. Employees shall be entitled to 2 days leave without loss of pay on each occasion.

6.4 PARENTAL LEAVE

Parental Leave in accordance with the full bench test case provisions if agreed and is reproduced in its entirety as an appendix to this agreement.

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6.5 JURY SERVICE

A weekly hire employee required to attend for jury service during ordinary working hours shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wages which would have ordinarily been received.

An employee shall notify the company as soon as possible of the date upon which attendance for jury service is required. Further, the employee shall provide to the company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

6.6 LONG SERVICE LEAVE

Will be in accordance with State Legislation.

6.7 PUBLIC HOLIDAYS

6.7.1 Prescribed Public Holidays

An employee on weekly hiring shall be entitled, without loss of pay, to public holidays as follows:

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

or such other day as is generally observed in a locality as a substitute for any of the said days respectively.

For the purpose of this agreement:

- (i) Where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively;
- (ii) Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day;