

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/12

TITLE: **F.I.P Pty Limited Enterprise Agreement 2003**

I.R.C. NO: IRC3/6371

DATE APPROVED/COMMENCEMENT: Approved 19 November 2003/Commenced 8 September 2003

TERM: 30

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/05

GAZETTAL REFERENCE: 13 February 2004

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by F.I.P Pty Limited t/as Futuris Brakes International, located at 6 Wenban Place, Wetherill Park NSW, engaged in the classifications of Maintenance Personnel; Tradesmen grades C1-10; Quality Technicians; Production Employees levels 1-7; Charge Hands; and Senior Charge Hands, who fall within the coverage of the Metal, Engineering and Associated Industries Award

PARTIES: F.I.P. Pty Limited t/as Futuris Brakes International -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, National Union of Workers, New South Wales Branch

F.I.P. PTY LIMITED ENTERPRISE AGREEMENT 2003

1. Title

This Agreement shall be known as the F.I.P. Pty Limited Enterprise Agreement 2003.

2. Arrangement

This Agreement is arranged as follows:-

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- 34. Transmission of Business
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ATTACHMENT A - General Measures

Multiskilling

Work Reorganisation

ATTACHMENT B - Skills Audit Procedures

ATTACHMENT C - (Part 3.2) of the Metal, Engineering and Associated Industries Award 1998.

3. Application

This Agreement shall apply at F.I.P. Pty Limited of 6 Wenban Place, Wetherill Park to all employees who are bound by the terms of the Metal Engineering and Associated Industries Award - 1998 Part 1 and the Friction Materials & c. (State) Award, insofar as those provisions relate to the parties referred to in clause 4 - PARTIES BOUND - of this Agreement.

4. Parties Bound

The parties to this Agreement are:-

- (a) F.I.P. Pty Ltd;
- (b) All employees whether members of the organisations of employees listed in sub clause (c) hereof or not engaged in any of the occupations, industries or callings specified in Part 1 of the Metal Industry Award 1998 and the Friction Materials & c. (State) Award.
- (c) The organisations that represent the employees defined in (b), namely:
 - (i). National Union of Workers, NSW Branch (NUW)
 - (ii). Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union ("AMWU")

5. Dates and Period of Operation

This Agreement shall operate and shall remain in force until the date of 8th March 2006.

6. Relationship to Parent Award

This Agreement shall be read and interpreted wholly in conjunction with the Metal Engineering and Associated Industries Award - 1998 Part 1 and the Friction Materials & c. Manufacture (State) Award, provided that where there is any inconsistency between this Agreement and the Metal Engineering and Associated Industries Award - 1998 Part 1 and the Friction Materials & c. (State) Award, this Agreement shall take precedence to the extent of the inconsistency.

All Award conditions, which applied to all employees as at the date of commencement of this Agreement, are to remain valid during the term of this Agreement.

7. No Extra Claims

It is a term of this Agreement that parties bound by this Agreement will not pursue any extra claims, awards or over award, for the life of this Agreement including increases arising from award variations or decisions of the Commission other than increases that are consistent with the terms of the Agreement.

8. Avoidance of Industrial Disputes

The parties to this Agreement shall observe the Dispute Resolution Procedure (Part 3.2) of the Metal, Engineering and Associated Industries Award 1998 (as per Attachment C).

9. Not to Be Used as a Precedent

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

10. National Standards

This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave or long service leave.

11. Right of Entry

Right of entry of Union Officials approved on the basis of prior notification to management who is to be informed by the Union official or Delegate of the intended visit and its purpose provided the estimated time of arrival and approximate duration of visit.

Elected union delegates shall be allowed to conduct union business following consultation with management. The time spent will be reasonable with consideration to the Company's workload.

12. Pay Day

Paydays following a public holiday to be paid one day later than normal.

13. Electronic Funds Transfer

All employees are to be paid wages and allowances by electronic funds transfer.

14. Payroll Deductions for Unions

The Company agrees to provide and maintain payroll deductions for union fees applicable for unions bound by this agreement for employees nominating to use the facility. Deductions shall commence after written authorisation from employees concerned.

15. Superannuation

The Company will continue to meet the requirements of the *Superannuation Guarantee (Administration Act 1992)* and continue its relationship with the current Superannuation Company.

Should there be a need to change from the current Superannuation Company, being the AMP, any such change is to be undertaken in consultation with all employees covered by this Agreement.

16. Sick Leave

The company agrees to maintain a level of 10 days sick leave per annum for all employees with greater than 1 year's service.

An employee shall, as far as possible, prior to commencement of his shift, and no later than during the hours of the first day or shift of such absence, inform the employer of his inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence. In the case of being absent for 2 consecutive work days or more, or a single day absence either side of a public holiday or other days leave, the employee shall prove to the satisfaction of his employer that he was unable, on account of such illness or injury, to attend for duty on the day or days for which sick leave is claimed. A Doctor's Certificate or Statutory Declaration is considered to be sufficient proof.

The parties agree that by mutual agreement between employees and management "excessive" sick leave can be paid out before Christmas each year.

Excessive Sick Leave is to be defined as any amount in excess of 15 days.

Employees are to nominate, in writing, on an appropriate document minimum holding of their sick leave to remain on file, should they require this be greater than 15 days. Any sick leave over this level is to be paid in one sum annually.

Upon termination of employment, except in the case of termination due to disciplinary action, an employee with more than 5 years service will be paid out sick leave in full. For employees with less than 5 years service, the sick leave in excess of 10 days shall be paid out.

Should employees, as a group, wish to take out sick and accident insurance protection, in addition to coverage under the existing Superannuation plan, and then they are free to do so. If such agreement is reached, the company is willing to make payroll deductions on the employee's behalf.

17. Rostered Days Off

An employee may elect, with the consent of the employer, to take a rostered day off at any time, provided it has been applied for in writing, and approved by the Plant Manager or designated nominee, in advance. The nominal notice period is 3 normal time working days. If special circumstances arise, then the notice may be reduced, by mutual agreement between employee and Management.

As far as possible, accumulation of Roster Days shall not exceed 5 days. If accumulation is greater than 5 days then applied for Roster days off will not be refused, as long as the notice period is adhered to, provided that the notice period for RDO'S over the Easter period will be two weeks and leave will only be granted with respect to work load. The employee shall not be bound to accumulate 5 roster days, except by mutual agreement.

18. Trade Union Training Leave

The parties agree to reasonable paid trade union training leave, subject to adequate notice and consultation between the unions and management and prior approval of management.

19. Public Holidays / Absenteeism

Where an employee is absent from his or her employment on the working day before or the working day after a public holiday, without reason, or without the consent of the employer, the employee shall not be entitled to the payment for such holiday. In the case of sick leave, support by a Doctor's Certificate or Statutory Declaration is considered to be reason.

20. Classification of Employees

All maintenance personnel are to be employed and classified according to the Metal Engineering and Associated Industries 1998 Award, and the National Metal and Engineering Competency Standards. Tradesmen may be classified C10, C9, C8, etc. according to skills obtained. Quality technicians may also be employed and classified under the above award.

Production employees are to be employed and classified according to the Friction Materials Award and the Skills Audit System e.g. Level 1 to Level 7, according to skills obtained. Charge hands and Senior Charge hands classifications are also in accordance with the Friction Materials Award.

In the case where an employee is re-classified to a higher classification, the new classification shall apply into the future.

It is acknowledged that a number of historical cases exist where employees have been classified over the level of the current work position. Such employees shall not be disadvantaged, and shall retain that classification.

Re-classifying shall be up or down in line with the employees' current assessment. This is necessary, as skills may become redundant. In the case of redundant 'skills' the company will endeavour to retrain the employee in alternate skills to re-instate the grade previously achieved. Refusal to undertake retraining may lead to re-classification. In such cases, the consultative process shall be used prior to such action.

21. Casual/Labour Hire Employment

The following will govern conditions under which the company will engage casual/labour hire employees:

The company's preference is to carry out as much of the site's operations as possible with F.I.P. employees.

It is agreed that casual/labour hire employees may be used to provide flexibility to meet the production requirements of the site during period of peak demand. Such casual/labour hire employees may be engaged subject to the following conditions:

For the main peak demand period, identified in advance, a casual employee will be engaged for a period of up to five (5) months, which may be extended by one (1) month after consultation and agreement with the Consultative Committee.

For all other periods a casual/labour hire employee will only be engaged for a period not more than three (3) months.

Casual/labour hire employees will be employed for a minimum of four (4) hours and up to eight (8) hours per shift.

Casual/labour hire employees will be graded at the appropriate classification, for the skills obtained, and paid the enterprise agreement rate for the classification plus award loading, as appropriate, at the commencement date of this Agreement.

If using labour hire agencies notification of the appropriate classification and the paid enterprise agreement rate will be given by the Company. Agencies with a current EBA with the relevant union representing the employees will be used.

Casual/labour hire employees shall not be offered overtime until after all permanent employees have been given the opportunity to accept.

22. Temporary Employment

The following will govern conditions under which the company will engage temporary employees:

A temporary employee is defined as a weekly employee engaged for a maximum of twelve (12) months for a defined "fixed term" event(s).

Temporary employees will be direct employees of F.I.P. Pty. Ltd.

As a weekly employee either full-time or part-time they will accrue all entitlements and benefits as permanent employees (eg. Annual Leave, Long Service Leave, RDO's, Sick Leave etc.) Sick leave for a full time temporary employee will accrue at 0.77 hrs. per week for the temp. period. Part-time will be pro-rata of this amount.

Temporary employees will be graded at the appropriate classification, for the skills obtained, and paid the enterprise agreement rate for that classification.

At the end of the maximum twelve (12) month temporary employment period, should the position continue to be required, it will become a permanent full-time or permanent part-time position and all accrued entitlements will transfer and continue to accrue under the new contract of employment.

The temporary employment contract can be offered in three periods in reaching the twelve (12) month maximum period (eg. 1 x four (4) month and 1 x eight (8) month period or other combinations up to a maximum twelve (12) months.

The period of engagement once identified cannot be altered unless by agreement between the Company the employee and the Union.

This agreement is not designed to see employees transfer from temporary employment positions to casual employment or vice versa.

23. Part Time Employees

The parties agree to the employment of permanent part-time employees on the basis of -

Part time employees will be weekly employees;

Employment to be for a minimum of 16 hours per week to 30 hours, with a maximum of 4 hours per shift;

Overtime to be paid after the agreed hours of work per shift.

Ordinary hours not to extend beyond 8 hours per day;

Hourly rate of one thirty eighth of a permanent employee undertaking a comparable task (no loading to apply);

Pro rate entitlements of a permanent full time employee;

Roster of work to be advised monthly in advance;

Changing of shifts may occur with the giving of one week's prior notice;

No more than 10% of permanent workforce to be employed on a part time basis;

The Company agrees not to decrease full time positions in favour of part time positions;

RDOs do not apply to part time positions;

By agreement between the employer and the employee, a part-time employee may accept additional shifts at the ordinary rate with less than one weeks' notice.

In the absence of such agreement, overtime rates shall be paid.

24. Allowances

Award allowances shall be paid in accordance with the awards at the current award rate.

Non-Award allowances shall remain fixed for the life of this agreement.

1. Pigmented Oxide Allowance, an award allowance under the Friction Materials Award, is considered to be redundant on this site and is to be replaced by a Weigh-up and Mixing Allowance, payable to employees engaged in the following areas:

 Weigh-up

 Lodige mixing area on top floor.

 The rate is to be 31 cents per hour.

2. Colour Money - The allowance is to become redundant on this site and be replaced by a Hot Moulding Allowance. Employees currently receiving the Allowance shall continue to receive a minimum payment of 13 cents per hour.

However, should they be eligible on any shift for a Hot Moulding Allowance of 13 cents per hour or more, the allowance shall not be paid.

3. Hot Moulding Allowance

An allowance shall be paid to any employee operating a hot moulding press for more than 2 hours per day. The rate shall be as follows:

2 cavity press 13 cents per hour of operating the press

3 cavity press 13 cents per hour of operating the press

4 cavity press 16 cents per hour of operating the press

6 cavity press 23 cents per hour of operating the press

8 cavity press 50 cents per hour of operating the press

It is the expectation that moulding presses will be operated in a continuous manner to pre-programmed or agrees times for heating and press cycles. The cycle times may vary from product to product to optimise product quality and production.

Rotation of workforce to and from or between hot moulding presses may be required from time to time. This includes operation through meal breaks and until a relief operator is available at the end of the shift.

25. Shift Allowance Payment

Afternoon shift allowance to be paid to rotating shift employees at the current rate equally split between morning and afternoon shift.

26. Mixed Functions/Higher Duties Allowance

An employee engaged for more than two hours during one day or shift on duties carrying a higher rate of pay than his/her ordinary classification shall be paid the higher rate of pay for such day or shift. If for two hours or less during one day or shift he/she shall be paid the higher rate for the time so worked. Higher rate means the pay as per the classification for the duties performed not the rate of pay for the worker he may be replacing.

The company confirms its intention to make available relevant training to enable employees to perform functions of a higher skill and to gain permanent reclassification to the higher skill levels, as defined in the relevant awards.

In the case where an employee is required to relieve on a temporary basis, as a Quality Technician, and carry out the full duties of a Quality Technician, he shall be paid at the Quality Technician's rate while doing so. Upon return to normal duties, his normal rate of pay shall apply.

27. Chargehands

In order to assist in clarity, the current situation related to Charge hands is outlined.

Current production Senior Charge hand positions are restricted to the one per shift and relate to the Charge hand responsible for co-ordination of production movements throughout the factory.

This is traditionally centred on the moulding operations, but this is not mandatory.

Production Charge Hand Classification Relates Currently to 2 Additional Positions on Day Shift Only, Being Traditionally Centred on Back Plate Manufacture and Weigh-Up Operations.

Charge hand or Senior Charge hand positions, as defined in the "Charge hands job description" in the Friction Materials Award (Annexure B) shall be paid the appropriate rates of pay for performing Charge hand duties, in addition to performing their normal duties.

When a Charge hand, or Senior Charge hand, is absent for an extended period of time, or additional shift operation is required, flexibility is required to appoint a suitably skilled employee to the position. Appropriate pay and conditions will be applied to the temporary incumbent. When the permanent Charge hand, or Senior Charge hand, returns, or the shift discontinues, the employee temporarily fulfilling the job will return to regular duties at their normal rate of pay.

Should a Charge hand or Senior Charge hand be permanently re-classified, then that classification shall remain unless the employee chooses not to continue in this position, or in case of removal from the position due to disciplinary action following the due consultative process.

The Company agrees to increase the rate for a Production Charge hand employed under the Friction materials Award, to a level of 4.5% above the level 7 rates.

A position of Maintenance Charge hand also exists.

28. Meal Allowance for Overtime Following Normal Shift

To clarify what is considered to be current practice, meal monies will be paid as follows:

The Company agrees to pay a meal allowance when a minimum of two hours overtime is worked.

When working overtime, after a normal shift, the awards allow for a 20-minute break, at single time rate, prior to commencement of overtime, unless otherwise agreed.

However, it is agreed that overtime of 2 hours shall commence immediately upon completion of the normal shift, without such a break. For overtime of more than 2 hours, a 20-minute break at single time shall apply, in accordance with the award.

29. General Conditions

29.1 Protective Clothing And Footwear

Safety footwear and protective clothing shall be worn at all times.

The Company shall provide, at no cost to all permanent employees approved, safety footwear, and to all employees the relevant protective clothing. The Company shall provide the footwear on an as required basis, subject to the previously supplied shoe being demonstrated to be worn out and no longer useable and the return of same.

Return is deemed to be necessary to ensure unsafe footwear is not continued to be worn.

29.2 Workstations

All employees are required to be changed and at their workstations to begin work at the commencement of their designated hours of work e.g. 6.30 am morning shift or 2.20 pm afternoon shift.

29.3 Long Service Leave

Up to the 7/09/03 long service leave shall accrue at the rate of 13 weeks for every 15 years continuous years of employment and from the 8/09/03 employee's long service leave shall accrue at a rate of 13 weeks for every further 10 years of continuous service.

30. Continuous Improvement

Management, its employees and the Unions covered by this Agreement are committed to searching for areas where productivity improvements can be made and implementing such improvements as part of this Agreement.

31. Constant Improvements and Other Quality Programmes

All employees to co-operate with the on going Kaizen and quality improvement, 5S and QPS programs conducted from time to time by the Company.

32. Commitment to Team Development

Management and employees to continue working together to develop new team based structures necessary to improve internal efficiency. This process will be on going throughout the life of this Agreement.

33. Union Picnic Day

- (a) Union Picnic Day shall, for the purposes of this Award, be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be on such day as agreed between the Company and the Union(s).
- (b) The union(s) shall advise the Company of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- (c) Where an employee, who is not a financial member of the union(s), is required to work on Union Picnic Day, the employee shall be entitled to be paid ordinary pay for the normal working day.
- (d) Employees who are not financial members of the union(s) and who are not required by the Company to work on Union Picnic Day, may apply to the Company to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by the Company or may be required by the Company to make up time.

34. Transmission of Business Clause

This agreement shall apply to any successor, assignee or transferee of all or any of the business.

35. Training

All employees to be committed to training programs as required during the term of this Agreement in order to achieve the required flexibility necessary to improve productivity.

36. Multiskilling

The Company and all employees shall continue to actively introduce multiskilling in order to increase flexibility and productivity. Attachment A outlines the conditions agreed to in previous agreements, which remain current.

37. Skill Audit System

In accordance with the Skills Audit procedures, all production employees will be re-assessed at the request of their charge hands, but each audit must be at least 3 months apart, and, if possible, not longer than annually, unless employees are already at Level 7 where assessment may not be necessary.

Attachment B outlines the current skills audit procedures.

38. Operation During Meal Breaks

If required, Hot Presses are to be run during meal breaks by existing trained employees from any other team or by new employees suitably trained. By mutual agreement, other equipment and functions may also be scheduled through meal breaks.

39. Shift Changeovers

Where multishift work patterns are in place, employees agree not to leave their machines at the end of their shift until a replacement arrives. If the replacement is late the Charge hand needs to be notified. The employees agree that the machines are not to be stopped between shifts.

40. Wash Times

A wash time of 5 minutes will be applicable before any break time. A wash time of 10 minutes will be applicable at the end of each shift, subject to clause 37.

41. Span of Hours

Current span of hours is considered to be between 6 am and 6 pm for Day Workers, unless otherwise agreed. Shift work hours are to be in accordance with awards, unless otherwise agreed.

42. Job Security

During the life of the Agreement, it is not the intention of the company, to either contract out any existing functions, nor remove any existing functions from site, or replace the existing labour force. It is recognised that from time to time the current workforce may need to be supplemented at peak times, and out sourcing may be necessary.

At those times, the company will continue to consult with the relevant Union delegate, notifying them of the function to be filled, and the period of time such a person will be employed for. If there is disagreement at this point, the relevant state official will be called in to participate in resolving the issue.

A peak period for the purpose of this clause shall not exceed 6 weeks. To extend this period, agreement with the relevant union will be sought.

There will be no Australian Workplace Agreements or individual contracts during the life of this Agreement.

The intent of the clause is to offer flexibility to the company and a level of security to the workforce.

43. Consultation

A consultative process is to be used to resolve future workplace flexibility issues, which may arise from time to time due to changing customer requirements and internal process/organisational changes. It is suggested that having a representative from the employees affected and management be used. The responsibility of this committee will be to resolve workplace flexibility issues in such a way that improves the efficiency of the organisation. The committee shall meet as and when required.

Any workplace flexibility issue that is resolved by the consultative committee will be recognised by the Company and be accepted in any further Enterprise Agreement provided that changes are implemented, as they are resolved. Any workplace flexibility issue is to be negotiated and agreed upon by the parties. Members of teams involved in particular flexibility and teams issues will be consulted and may attend consultative committee meetings from time to time.

In the absence of agreement on any issue, the dispute resolution procedure will be followed (refer Clause 8).

44. Functions & Duties

Staff shall not perform functions and duties of employees covered under this Agreement. For the purposes of this clause, this shall not include training and demonstration. In order to improve equipment "up time" the Company will perform a number of TPM and Kaizen events each year. Ideally, each major item of equipment plus some other minor items will be TPM'd each year. In order to maximise the effectiveness of these events staff members may be required to assist.

In order to fully understand the challenges facing operators, staff members need to experience running equipment. This would be under the guidance of a suitably trained operator up to 1 shift per quarter per staff member.

45. Redundancy

A period of 4 weeks notice will apply to all employees. The severance pay will be as follows:

3 weeks pay for each completed year of service calculated on a pro-rata basis for each completed month.

Payment of any outstanding annual leave, with a leave loading rate of 20%.

Pro-rata long service leave will be paid after 1 year of service.

Full payment of outstanding sick leave as at the date of separation.

In the pursuit of optimum workforce flexibility and efficiency to satisfy varying work demand or production versatility, the Company reserves the right to offer retrenchment to any employee within classifications.

Retrenchments are to be on a last on/first off basis unless either party decides that there are special reasons, i.e. retention of skills, etc. that must be taken into account. In such cases, there will be dialogue and consultation between the company and the union to see if a mutually agreeable alternative can be reached. If no agreement can be reached on this, then the last on/first off principle is to apply.

Retrenched employees (other than volunteers) shall have preference of re-employment with the Company should positions become available within a period of six months from the date of retrenchments.

Any period of employment subsequent to retrenchment shall not, except where provided for by legislation, be regarded as continuous with employment prior to retrenchment unless the retrenchment package is refunded.

A reasonable amount of time off with pay, up to a maximum of four hours per interview, and subject to a total of one day during each week of notice, will be allowed for the purpose of the employee being interviewed for alternative employment, provided sufficient notice and evidence of interview is provided by the employee.

Employees under notice of retrenchment may leave at any time during the period of notice and receive full benefits as set out in this Agreement.

Superannuation will be as provided in the appropriate Trust Deeds. Every effort will be made to ensure that Superannuation benefits will be paid as close to the termination date as possible.

All payments to an individual made in accordance with this agreement shall be based on the weekly wage rate of that individual at the time of termination.

In the event of the death of an employee who is entitled to these benefits between the dates of implementation of that decision, these benefits will be paid directly into the Estate of the deceased.

46. Wage Increases

Wage increases shall be effective on the following dates:

5%	08/09/03
4.25%	08/09/04
2%	08/09/05

Wage increases shall apply to all current ordinary rates of pay and shall be paid from the first full pay period on or after the above dates.

A sign on bonus gross payment of \$150.00 will be payable on the first full pay period on or after agreement is reached.

47. Signatures to Agreement

Signed for an on behalf of F.I. P. Pty Ltd}

Witness _____

Date _____

Signed for an on behalf of National Union of Workers, N.S.W. Branch}

Witness _____

Date _____

Signed for an on behalf of Automotive Food, Metal, Engineering, Printing and Kindred Industries Union.

Witness _____

Date _____

ATTACHMENT A

General Measures:

Measures previously agreed to which remain relevant, are detailed as follows:

- (1) Multiskilling:
 - (a) Fitters will train Miscellaneous workers to assemble dies on railway 80 tonne stamping presses for backplate assembly.
 - (b) Raw material will be received either directly to the point of use storage area in the Factory or into the Raw Material Warehouse. As required Raw Materials will ideally be transferred to the factory during the shift by the Storeman, but may be picked as required by other operators.
 - (c) Under the supervision of the Warehouse Manager or a Supervisor, all forklift drivers can unload or load emergency deliveries or despatches. Where overtime is required to load/unload a truck then a Storeman is requested to stay back.
 - (d) Stocktaking can involve staff and other union members, as required.
 - (e) Properly trained production personnel will conduct all tool changes as specified (eg cold mould location plates). AMWU members will provide the appropriate training.

- (f) All employees within a skill level and union classification can be assigned different work stations and jobs within that classification or lower, where qualified.
- (g) Fitters will be recognised for their achievement of Reconnect/Disconnect Licences for Electric Motors.
- (h) The Electrician agrees to train and qualify Fitters to perform electrical disconnection/reconnection operations, for which the Company agrees to pay \$21.90 licence loading to the Electrician in acknowledgment of the skills possessed and utilised as a result of having the A Grade Electrical Licence. The Company recognises the need for Fitters to be accredited by completing an appropriate training course.

(2) Work Reorganisation

- (a) All employees shall work in consultation with management on reducing moulding cycle times on hot presses. Any cycle time improvements would be implemented with due regard to Occupation Health and Safety and appropriate equipment modifications.
- (b) The Company is undertaking a review of the flow of disc pads through the final production area to determine the viability of incorporating packaging. If this were to prove viable employees may be requested to pack directly off the conveyor. Regardless of any improvements, job classifications would not alter.
- (c) The parties will implement measures that will result in additional flexibility and extra work by some operators in regard to housekeeping of the factory and forklift driving.
- (d) All operators shall clean their own equipment, work area and immediate surrounding area.
- (e) Training may be done by any suitably qualified person direct with the operator as well as the Chargehand.
- (f) The parties agree to implement measures to save time to start up. These measures include but are not limited to having moulds preheated before putting them into the presses. Other measures will be developed during the life of this agreement to reduce job change time.
- (g) The provision of a Computer Terminal for the Finished Goods Storeman for his work area.
- (h) Storeman, as nominated, are to complete Purchase Order receipts direct into the computer.
- (i) Storeman will order consumable, including cases/boxes (not cartons) packing tape, strapping and corrugates paper, direct from the supplier.

ATTACHMENT B

F.I.P. Pty Limited: Friction Materials Manufacturing (Restructuring And Re-Classification)

Job Evaluation:

Characteristics:

Rating guide - line manual

Skill I:

Education (50)

Reads and/or writes instructions or reports.

Capable of basic arithmetic, +, -, x, ÷, and can record figures

Speaks and understands basic English.

Can understand basic instructions.

If the job requires	one of the above, employee rates a "D".
	two of the above, employee rates a "C".
	three of the above, employee rates a "B".
	four of the above, employee rates an "A".

Skill II

Experience (75)

- A At least 8 weeks on the job training if employee has experience in an associated job, or 6 months without prior experience.
- B 5-8 weeks on the job training if employee has experience in an associated job, or 4 months without prior experience.
- C 3-5 weeks on the job training if employee has experience in an associated job, or 2 months without prior experience.
- D 2-3 weeks on the job training with associated job experience or 1 month without prior experience.
- E Up to 1 week, no experience required.

Skill III

Initiative and Ingenuity (75)

- A Expected to be able to search for and identify problems and has sufficient understanding to act to rectify problem or provide Foremen with accurate details of the situation.
- B Able to identify and/or rectify problems with advice from Supervisor.
- C Works under established job procedures, but required to make non-routine decisions.
- D Works under established job procedures, making routine decisions.
- E Continuous supervision - follows instructions.

Effort I:

Physical Demand (50)

- A Considerable physical effort working continuously with average or frequently with heavyweight material.
- B Reasonably constant physical effort working with light or average weight materials.
- C Light physical effort working regularly with lightweight materials or sometimes average weight materials.
- D Light work requiring little physical effort.

Effort II:

Mental/Visual Attention (75)

- A High degree of mental and visual concentration required where the work is complex or close visual attention is required for sustained periods to achieve an adequate level of process/product control.
- B Continuous mental or visual attention where the operation requires a constant alertness or where the flow of work is repetitive.
- C Reasonably frequent mental or visual attention where the workflow is intermittent or the machine/process requires attention or checking only at regular intervals.
- D Process requires intermittent checking or visual attention, or occasional mental attention.
- E Little mental and only intermittent visual attention since the operation is virtually automatic or the duties require attention only at infrequent intervals.

Responsibility I:

Process and Materials (75)

- A Involves operation of a range of plant or processes that require complex co-ordination and quality and production requirements and frequent checking. Potential for damage to plant or rate of production is high.
- B Involves operation of one or more plant items or processes requiring fairly frequent adjustments, reasonable co-ordination and checks to maintain quality and/or quantity standards. Considerable potential for damage to plant or production rate.
- C Some responsibility for plant or product, with average complexity, some co-ordination required, and average standards to be met.
- D Some responsibility for plant or product, but with little complexity, few standards to be met and minimum co-ordination required.
- E Little responsibility for plant, materials or product.

Responsibility II:

Work of Others (25)

- A Direct communication with other employees required as part of co-ordination of work or if problem occurs.
- B Work affects other jobs directly.
- C Concerned only with own work performance.

Responsibility III:

Safety of Others (25)

- A Job has statutory and delegated responsibility for safety of others.
- B Job has delegated responsibility for safety of others.
- C Responsible for own safety.

Job Conditions (50):

- A Continuous exposure to several unpleasant elements such as heat, dust, dirt, cold, wet, fumes, noise, vibration, etc., or to one of these that is particularly disagreeable.
- B Frequent exposure to several or continuous exposure to one unpleasant element.
- C Occasional exposure to several or frequent exposure to one unpleasant element.
- D Generally good working conditions.

ATTACHMENT C

3.2 Dispute Resolution Procedure

Summary

Each enterprise must establish a procedure to avoid or resolve disputes.

3.2.1 A procedure for the avoidance or resolution of disputes will apply in all enterprises covered by this Award. The mechanism and procedures for resolving industrial disputes will include, but not be limited to, the following:

3.2.1

(a) The employees concerned will first meet and confer with their immediate supervisor. The employee/s may appoint another person to act on their behalf including a shop steward or delegate of their union. Subject to 3.2.2 and 3.2.3 where the shop steward or delegate is involved he/she shall be allowed the necessary time during working hours to interview the employees and the supervisor.

3.2.1

(b) If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate. The employee may invite a union official to be involved in the discussions. The employer may also invite into the discussions an officer of the employer organisation to which the employer belongs. The shop steward or delegate shall be allowed at a place designated by the employer, a reasonable period of time during working hours to interview the duly accredited Union Officials of the Union to which they belong.

3.2.1

(c) If the matter remains unresolved, the employer may refer it to a more senior level of management or a more senior national officer within the employer organisation. The employee may invite a more senior union official to be involved in the discussions. In the event there is no agreement to refer the matter to a more senior level or it is agreed that such a reference would not resolve the matter the parties shall jointly or individually refer the matter to the Industrial Relations Commission of NSW for assistance in resolving the matter.

3.2.2 In order to facilitate the procedure in 3.2.1:

- (a) The party with the grievance must notify the other party at the earliest opportunity of the problem;
- (b) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;
- (c) Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedures are carried out as quickly as possible.

3.2.3 While the parties are attempting to resolve the matter the parties will continue to work in accordance with this award and their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health and safety. Subject to relevant provisions of any State or Territory occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work, whether at the same enterprise or another enterprise, that is safe and appropriate for the employee to perform.

Futuris Brakes International: Friction Materials Manufacturing

Key To Job Characteristic Ratings

		A	B	C	D	E
		Characteristics				
		Pts	Pts	Pts	Pts	Pts
(1) Skills						
	(i) Education	50	35	20	10	
	(ii) Experience	75	60	45	30	15
	(iii) Initiative & Ingenuity	75	60	45	30	15
(2) Effort						
	(i) Physical	50	35	20	10	
	(ii) Mental/Visual	75	60	45	30	15
(3) Responsibilities						
	(i) Process & Materials	75	60	45	30	15
	(ii) Work of Others	25	15	5		
	(iii) Safety of Others	25	15	5		
(4)	Working Conditions	50	35	20	10	

Futuris Brakes International: Friction Materials Manufacturing

Job Evaluation Form

Job:

(Circle letter, which best represents the level of the characteristic present in this job).

						Points
(1)	SKILLS					
	(i) Education	A	B	C	D	
	(ii) Experience	A	B	C	D	E
	(iii) Initiative and Ingenuity	A	B	C	D	E
(2)	EFFORT					
	(i) Physical	A	B	C	D	
	(ii) Mental/Visual	A	B	C	D	E

(3)	Responsibilities					
	(i) Process and Materials	A	B	C	D	E
	(ii) Work of Others	A	B	C		
	(iii) Safety of Others	A	B	C		
(4)	Working Conditions	A	B	C	D	
					Total Points	=
Comments/Notes						