

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/136

**TITLE: Pirelli Telecom Cables and Systems Australia Pty Ltd  
Enterprise Agreement 2003-2005**

**I.R.C. NO:** IRC3/5529

**DATE APPROVED/COMMENCEMENT:** 15 October 2003 / 31 May 2003

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/26

**GAZETTAL REFERENCE:** 18 June 2004

**DATE TERMINATED:** 22 April 2004

**NUMBER OF PAGES:** 13

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The Agreement applies to all employees employed by Pirelli Telecom Cables and Systems Ltd located at 1 Thew Parade Dee Why NSW 2099 who fall within the coverage of the Rubber, Plastics and Cablemaking Industry-General Award 1998 and the Metal, Engineering and Associated Industries Award 1998

**PARTIES:** Pirelli Telecommunications Cable & Systems Australia Pty Ltd -&- the Communications Electrical Electronic Energy Information Postal Plumbing and Allied Services Union of Australia - Plumbing Division NSW Branch, National Union of Workers, New South Wales Branch

# PIRELLI TELECOM CABLES & SYSTEMS AUSTRALIA PTY LTD ENTERPRISE AGREEMENT 2003 -2005

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## **1. Title**

This Agreement shall be referred to as the Pirelli Telecom Cables and Systems Australia Pty Ltd Enterprise Agreement 2003-2005 (the Agreement).

## **2. Preamble**

This Agreement reflects the understanding of the parties to continue with high levels of cooperation, in identifying & implementing opportunities to reduce cost, waste and improve operational efficiencies and business performance.

### **3. Application and Incident of Agreement**

This Agreement shall apply at Pirelli Telecom Cables and Systems Australia Pty Limited, 1 Thew Parade Dee Why, NSW, in respect of all employees who are engaged in any of the occupations or callings specified in the Federal Rubber Plastic and Cable Making Industry General Award 1998 or Part 1 of the Metal, Engineering and Associated Industries Award 1998 (electrical field only).

### **4. Parties**

The Parties to this Agreement are Pirelli Telecom Cables and Systems Ltd (the Company or business) & all employees (production/related functions) of the Company, whether or not members of any of the following Unions:

- 4.1 The National Union of Workers (NSW Branch) (NUW)
- 4.2 Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Services Union of Australia, Electrical Division (NSW CEPU)

### **5. Date and Period of Operation**

This Agreement shall come into operation on the first pay period on or after 31 May 2003 and shall remain in force until 31 May 2005. Negotiations for a replacement Agreement shall commence at the formal request of any party after 1 April 2005.

### **6. Relationship of Awards to Certified Agreement**

- 6.1 The Agreement replaces all previous agreements, howsoever called. Where there is no specific reference to a condition contained in this Agreement, then the relevant Award will apply. The relevant awards applicable are the Federal Rubber Plastic and Cable Making Industry General Award 1998 and the Metal Engineering and Associated Industries Award 1998 (electrical field).
- 6.2 Where there is any inconsistency between any relevant Award and the Agreement, the Agreement shall apply to the extent of the inconsistency.

### **7. Objectives of This Agreement**

The Parties have entered into the Agreement in order to:

be recognised as a supplier of choice for high quality products at market competitive prices

provide an acceptable return to shareholders & employees with investments in the Company, through productivity, continuous improvement & efficiency gains

create a continuous quality improvement culture, where we strive to be the 'best' in everything we do

promote a learning based culture and 'can do' attitude within the workplace, which focuses on engaging employee knowledge, skills, experience & ideas

maintain and continue to develop positive and professional working relationships between all the parties

create a customer-focussed facility, which is capable of meeting customer requirements on quality, quantity, timeliness and price as a matter of course

extensively review jobs and career paths to ensure that they provide maximum scope for enhancing employee capacities, especially in advanced technical areas, communications, OH&S, planning and decision making

continuously enhance employee skills and capacities via training & development, especially in areas of priority need

## **8. Occupational, Health, Safety & Environment**

### **8.1 Policy Objectives**

It is the Company's policy to actively involve & consult with ALL employees to identify, minimise and where possible eliminate all adverse health, safety, quality and environmental related issues. This is in line with changes resulting from the *OHS Act 2000*, where there is a duty to consult with employees on matters affecting their health and safety. The primary vehicle to facilitate this remains the OHS&E Committee. In particular, our policy aims to:

commit to the principles and practices of continuous improvement, by preventing illness, injury, non-conforming product/services or pollutants

commit to the process of preserving natural resources by recycling materials and using materials that can be recycled where possible

provide products and services which meet customer agreed standards, performance and reliability requirements all of the time and on time

review the health, safety, quality and environmental objectives and targets and put steps in place to continually improve our performance

maintain a management system that aims to comply with AS 4801, ISO 14001 and ISO 9001

comply with the relevant health, safety, quality and environment acts, regulations, codes of practice and standards

provide ample opportunity through the safety, health and environment (SHE) committee for safety, health and environment matters to be defined, reviewed and resolved

investigate incidents and take appropriate corrective and preventive action to correct the situation and prevent it from reoccurring

provide employees, contractors and interested parties (both internal and external) with information, instruction, training and supervision required, to ensure the health, safety, quality and the environment are not compromised

commit to the process of identifying, assessing, controlling and reviewing all hazards associated with health, safety and the environment, as well as committing to the hierarchy of controls to eliminate/minimise risks

commit to purchasing goods and services that comply with relevant standards

## **9. Job Enrichment Activities**

During the life of this Agreement, the Consultative Committee will examine production work team organisation, so that individuals & teams have greater responsibility, ownership, autonomy and satisfaction, leading to job enrichment.

Further, the Training Committee shall revise/update the skills mix to better reflect & enable job enrichment to occur.

The job enrichment program is designed to improve overall performance, by making work more involving, enjoyable & empowering for employees.

## **10. Flexibility**

### **10.1 Manning on Machines**

As per the last Agreement, where feasible, operators shall be required to operate more than one machine. The process will again occur as follows:

- (a) Management will define the project to the Consultative Committee;
- (b) The Consultative Committee will appoint a project team to develop the strategy for implementation. The employees in the area where changes are proposed will nominate a representative to be on the project team. The project team will also include a relevant union delegate. Consultation will take place with operators in the specific areas and the project team will work through any barriers to implementation. The relevant union official can be called upon at any stage of this process
- (c) In order to resolve any outstanding barriers, there will be a trial period of up to two months. At the end of this period, any issues will be brought back to the Consultative Committee by the project team, to determine the final outcome, at which time the employee representing the operators in the area of proposed change will advise if the proposal has the agreement of the operators concerned
- (d) Any issues arising through this process will be dealt with through the normal dispute resolution procedure.
- (e) When agreement has been reached, the change will be implemented and will become standard practice.

### **10.2 Introduction of Technology**

As per the last Agreement, all parties shall support the introduction of new technology. This will be supported by training to ensure a smooth transition. This technology includes, but is not limited to the introduction of computers onto the shop floor to record data which has previously been done manually.

### **10.3 Basic Skills Sharing in Maintenance Area**

As per the last Agreement, the parties recognise that there are some basic duties in the trades area, which can be performed by both Electrical and Mechanical tradespeople and some sharing of skill is required.

### **10.4 Integration of Sheathing/Final Test/Logistics**

As per the last Agreement, training shall continue to occur to promote multi-skilling in this area. This will enable an operator to produce the cable, test it, package it and perform other logistics functions, which includes, but not limited to finish goods transactions and stock placement.

## **11. Continuous Improvement**

‘Continuous Improvement’ here, refers to ongoing, small-scale improvements over time. This approach requires the involvement of all employees, by utilising their skills, knowledge and expert ise for the purpose of improvement.

At times, it may be appropriate for new continuous improvement initiatives/arrangements to be trialled prior to implementation. Such trials will be conducted following consultation with and agreement from the appropriate Consultative Committee (where required the appropriate Union), on the most effective means of implementing the change. The Consultative Committee and the unions will not unreasonably withhold their agreement to new arrangements.

As per our last Agreement, new technology and efficiency measures are likely to be introduced. The parties support this following consultation with the appropriate Consultative Committee and where appropriate relevant training. The parties are committed to initiatives that achieve real and demonstrable gains in

productivity, efficiency and workplace flexibility, which are developed and implemented as key aspects of this Agreement and future reforms.

As per our last Agreement, initiatives to be included will be drawn from, but not limited to, review of training, skill sets and the alignment of those skill sets to the classification levels, improved 2 –way communication sessions, flow down of higher order ‘non-traditional’ team responsibilities leading to greater team autonomy, reduction of scrap, review of machine manning, absenteeism reduction strategies, labour flexibility/multi-skilling and improvement of machine

Overall Equipment Effectiveness (OEE). ‘Mainpac’ and OEE will be used as tools to determine losses on the effectiveness of machinery, which then identifies which areas need to be looked at to gain improvements.

#### 11.1 Continuous Quality Improvement Sessions

The parties recognise that for increased employee job satisfaction/development, as well as general work improvements, regular Continuous Quality improvement sessions should be implemented across all levels of the business. Sessions would be facilitated by team leaders/line managers following training & coaching. A checklist would be used to ensure consistency & structure, as well as to formally record actions or outcomes.

Sessions would cover, but not be limited to:

1. Work plan/schedule –current & future
2. Barriers to performance
3. Quality performance & related issues
4. OH&SE
5. Continuous improvement issues/progress

Importantly, sessions would provide employees with a formal mechanism/vehicle to raise issues that affect them or any improvements suggestions that they may have.

### **12. Benchmarking & Best Practice Initiatives**

The parties recognise and support benchmarking & best practice initiatives, designed to improve business performance.

A ‘best practice’ team shall be created to investigate new and better ways of doing things (will examine ideas/things from within & outside this industry). The team would consist of employees, staff & managers from different functions eg: logistics, production. The team would use a ‘tool’ to identify barriers to performance and identify & recommend improvements.

### **13. Training and Multi-Skilling**

13.1 The parties recognise the importance of training and multi-skilling to the future of the Company. The Company is committed to the maintenance of competency based training and skill based career paths, and will continue to consult with the Training/Consultative Committee and/or relevant Union.

13.2 Employees shall be given every opportunity to participate in training and shall not unreasonably refuse to participate in such initiatives and programs. Employees who unreasonably refuse will be dealt with through the dispute resolution procedure.

13.3 Training within the Company shall be consistent with the following principles:

training shall be consistent with a training plan

the training plan will be structured and will be discussed with each individual

the assessment of employee's skills will be competency based. If there is a disagreement, it will be referred to the relevant Training or Consultative Committee

job/work change shall occur to ensure that employee skills are maximised (where possible)

- 13.4 Company training conducted outside ordinary hours shall be paid for at ordinary rates. Every effort will be made to conduct training during normal working hours.
- 13.5 The Company may direct employees to carry out all duties that are within the limits of the employee's skills, competence and training - such duties will not be intended to promote de-skilling.
- 13.6 The Company may direct employees to carry out such duties and use such tools and equipment as may be required. Employees shall comply with any such direction, provided that they have been properly trained.
- 13.7 Directions issued by the Company with regard to above clause shall be consistent with its responsibilities to provide a safe and healthy working environment.

#### **14. Deduction of Union Membership Fees**

The Company will continue, upon employee written authorisation, the practice of deducting union membership fees. This is as levied by the union in accordance with its rules. Such monies will be forwarded to the union at the end of each accounting period with all necessary information to enable the reconciliation and crediting of subscription to the members' accounts.

#### **15. Trade Union Training Leave**

A Union delegate or the elected work place representative with more than six months continuous service, with approval of the Union and upon application in writing, shall be granted up to 5 days leave with pay each calendar year, not cumulative, to attend courses approved by the 'Trade Union Training Authority'.

The application to the employer must be in writing and include the nature, content and duration of the course to be attended.

The above Trade Union training is allowed subject to the following limitations:

The granting of leave shall be subject to the Production manager being able to make adequate staffing arrangements amongst current employees during the period of such leave.

Leave of absence shall count as service for all purposes of the relevant Award.

Leave approved shall be paid at ordinary time earnings. "Ordinary time earnings" here, means the base rate of pay, superannuation and shift loading which otherwise would have been site payable (excludes overtime).

All expenses eg: travel, accommodation, meals, associated with or incurred by

the employee attending a course, shall be the responsibility of the employee or the Union.

An employee may be required to satisfy the Company of Course attendance to qualify for payment of leave, unless the employee would otherwise have been entitled to payment of Annual Leave. The employee must also complete the required training record documentation.

In the event a scheduled rostered day off falls within a period of leave approved pursuant to this clause, an alternative day of leave shall be substituted in lieu.

## **16. Leave for Participation in Delegates Meeting**

Subject to the limitations in the 'Trade Union Training Leave' clause, the Union delegate or the elected work place representative with more than six months continuous service, with approval of the Union and upon application in writing to the Company shall be granted up to 32 hours leave with pay each calendar year, not cumulative, to attend Union Delegates Meetings with Union Officials.

## **17. Entry of Union Officials to Site**

Any Secretary of the Union or official authorised by the Union, shall be allowed to visit and talk with employees or delegates under this Agreement, at meal times or before or after work in the canteen.

On arrival, the Union official should go to Security, who will then contact the Union Delegate's manager. In the absence of the Union Delegate's manager, the Manufacturing Manager, Human Resources Manager or other management representative shall be informed. If the Delegate is attending to urgent duties, the Official may be requested to wait.

The Union official shall comply with all safety requirements & not unduly interfere with the continuation of work in progress

## **18. Freedom of Choice in Superannuation**

18.1 Employees may direct The Company to pay the Superannuation Guarantee Levy (employers Contribution) and personal contributions to one of the below funds. The employee shall advise the Company in writing of their fund of choice, no more than once in any year. Funds available follow:

- (a) Labour Union Cooperative Retirement Fund;
- (b) Superannuation Trust of Australia;
- (c) Life Track Superannuation Fund (AM/IOOF Corporation); and
- (d) BT Funds Management.

## **19. Income Protection Insurance**

The Company shall continue to provide an administrative framework, which allows employees to have automatic deductions from their pay to occur so as to allow employees to contribute some of their income for the purpose of income protection. Contributions may be made on a salary sacrifice basis.

The parties agree to review the brokerage/insurance company in early 2004, when the present policy expires. The intent of this is to ensure that employees have access to the best coverage of its type.

## **20. Payment of Overtime - 12 Hour Shift Rosters**

Overtime for employees engaged on 12-hour shift rosters to be paid at double time

## **21. Payment for Shift Workers Not Required on Public Holiday**

Where The Company requires a shift worker to take a Public Holiday on the day the Holiday occurs, the shift worker shall be paid their normal earnings, including shift allowances for the shift (excluding overtime).

## **22. Shift Loading Whilst on Annual Leave**

Whilst on Annual Leave, an employee shall be paid as if rostered to work. If the shift allowance applicable to the roster at the time of the Annual Leave exceeds the Annual Leave Loading the shift allowance shall substitute the Annual Leave Loading. The employee is only entitled to be paid one of these allowances.



### **23. Contracting Out of Activities**

It is our policy to maintain a core competent workforce. The maintenance workforce will actively participate in the improvement of operator competencies, so that the full benefits of autonomous preventative maintenance can be achieved, focusing on TPM, continuous improvement, training, autonomous preventative maintenance and an increased knowledge of machine operating procedures.

In the event of the need to contract out any activities performed by employees, the issue will be discussed with the union and employee representatives.

### **24. Utilisation of Temporary Labour**

In all businesses there are peak periods of operation. These peak periods result from specific projects that need to be undertaken, extraordinary production and distribution requirements and peak loading of the permanent workforce. The parties acknowledge that good business practice is to meet these peak demands through the utilisation of temporary labour, either engaged directly with the company or through a business specialising in the provision of temporary labour.

Temporary labour will be paid no less than the appropriate site EBA rate for the work they are performing. The Company agrees that no casual labour will be engaged for a period of three months after redundancies unless in exceptional circumstances and in consultation with the appropriate union(s).

Company management will advise the appropriate union delegate when temporary labour is required to meet operational requirements. In cases where temporary labour is being utilised at short notice to cover the absence of an employee due to illness, annual leave or unauthorised absence, the parties agree that advice to the union delegate prior to commencement of the temporary employee may not in all cases be possible. However, every effort will be made to give this advice.

### **25. Clothing**

Measurements for company clothing will be finalised by the end of February each year to allow orders to be placed and issues to be completed by mid April. The timing of the issue will be subject to supplier availability.

### **26. Redundancy**

#### **26.1 Identification of Redundant Positions**

A position will be identified as redundant when it has been determined that the work being performed by the position is no longer required in its current form. However, where the company is able to provide similar or like employment, redundancy shall not apply.

#### **26.2 Selection Of Redundant Employee Where There Is More Than One Employee In Identical Positions**

The selection of employees to be redundant will be on the basis of The Company needing to retain skills and experience for its ongoing viability. Applications for voluntary redundancy will be considered in light of The Company's need to retain skills and experience.

#### **26.3 Termination Of Employment Based On Redundancy**

When an employee is advised that their services are to be terminated on the basis of redundancy the advice will be provided to the employee along with an estimate of redundancy payment.

#### **26.4 Redundancy Payments**

When the Company terminates an employee's services on the basis of redundancy the employee will be paid a redundancy benefit based on the employee's salary applicable at the time the employee is advised of their retrenchment. Benefit details follow:

If the employee is not required to work out the notice period, a payment of 4 weeks in lieu of notice will be made or the appropriate pro-rata proportion. Employees over 45 years of age at the time of notice will receive one additional week's pay.

A number of weeks pay, per completed year of service in accordance with the Redundancy Payment Table, plus;

Pro-rata payment for completed months of service in accordance with the pro-rata Payment Table, plus;

Annual Leave Loading, where loading is paid in addition to the base salary, for all untaken (entitlement and pro-rata) Annual Leave;

Untaken accrued Sick Leave;

Where an employee has in excess of 12 months continuous service, a pro-rata or full payment equivalent to the employee's accrued Long Service Leave, if any, based on the formula of 13 weeks Long Service Leave after 15 years continuous service.

26.5 Redundancy Payment Table

Complete Years of Service	1	2	3	4	5
Weeks Payment	7	10	13	16	20
Complete Years of Service	6	7	8	9	10
Weeks Payment	24	28	32	36	40
Complete Years of Service	11	12	13	14	15
Weeks Payment	44	48	52	56	60
Complete Years of Service	16	17	18	19	20
Weeks Payment	64	68	72	76	80
Complete Years of Service	21	22	23	24	25
Weeks Payment	80	80	80	80	80
Complete Years of Service	26	26+			
Weeks Payment	82	3 Weeks for each additional years service			

26.6 Pro-rata Payment Table

Retrenched employees will be entitled to pro-rata payments for completed months of service in accordance with the following scale:

Period	Additional Weeks Payment for Each Completed Month of Service
Less than 4 years continuous service	0.25 weeks
4 to less than 20 years continuous service	0.33 weeks
20 to less than 25 years continuous service	0.00 weeks
25 to less than 26 years continuous service	0.16 weeks
26 or more years of continuous service	0.33 weeks

26.7 Outplacement

Employee's made redundant with more than 2 years service will be offered the services of an Outplacement Consultant at the time notified. The Company will meet the cost of the Outplacement Consultant selected by the Company up to a maximum fee of \$2,000

**27. Dispute Resolution Procedure**

The following procedures shall be observed for handling grievances and disputes.

27.1 Employee shall discuss matters with their Production manager.

- 27.2 If unresolved, the accredited Union Delegate shall discuss matters affecting the employee they represent with the Production manager.
- 27.3 If the matter is not resolved at this level, the accredited Union Delegate shall ask for it to be referred to the Manufacturing Manager, and the Production manager shall do so. The Manufacturing Manager shall arrange a conference to discuss the matter within 24 hours or such other period as is reasonable with the accredited Union Delegate.
- 27.4 If the matter remains unresolved after the conference convened, the accredited Union Delegate shall advise the appropriate local official of the Union of the matter. A conference will then be arranged, to be attended by such official/s and the Union Delegate concerned, and by the Human Resources Manager, Production manager and such other representatives of the Company, as the Manufacturing Manager & HR Manager may decide.
- 27.5 If the matter has not been resolved and the procedures referred to above have been availed of, the Company and the Union should enter into consultation about it at a higher level, with the employer and the Union, as the parties consider appropriate.
- 27.6 At any stage in the procedures after consultation between the parties has taken place as required by the procedures, either party may ask for and be entitled to receive a response to their representations within a reasonable time. If there is undue delay on the part of the other party in responding to representations, the party complaining of delay may, after giving notice of intention to do so, take the matter to the next level.
- 27.7 Without prejudice to either party, and except where a bona fide safety issue is involved, work shall continue in accordance with the status quo while matters in dispute are being discussed in good faith. Where a bona fide safety issue is involved, Company management must be notified immediately of the safety concern and employees shall work as redirected by the Company.
- 27.8 The parties may only seek the assistance of the NSW Industrial Relations Commission, after the previous steps in this clause have been completed. The Commission may conciliate. If the matter has not been resolved by conciliation, either party may request arbitration on the issue (with leave reserved for either party to appeal such decision to a full bench of the Commission) provided that arbitration is limited to the interpretation, application or process of implementation of a term/s of this Agreement.

## **28. Apprentices**

The Company is committed to the development of skilled tradespersons for the maintenance of its plant.

Consequently, the Company commits to bring on one or more apprentices during the life of this Agreement. This may be part of Group Apprenticeship Scheme & or Adult apprenticeship from existing employees (terms & conditions as per Award).

Reimbursement of all TAFE fees & related expenses shall occur, subject to appropriate competency achievement & receipts being produced.

## **29. Salary Sacrificing**

Salary sacrificing options shall be made available, which in certain circumstances may provide tax & other benefits eg: superannuation. Employees may request that part of their salary goes into their superannuation fund (on top of the normal employer contribution) rather than in their 'take home' pay.

Notwithstanding any other provisions of this Agreement, an employee may by mutual agreement with the Company request that:

1. benefits in the form of additional superannuation contributions are paid by the Company into the employee's current superannuation fund.

The maximum additional superannuation contributions shall not allow employee to fall below the award rate.

An employee may withdraw from such salary sacrificing at any time, by formally advising payroll and filling out the applicable form.

### 30. Wage & Related Matters

#### 30.1 Wage Increases

During the life of this Agreement, employees covered by this Agreement will have their base wage increased as follows:

NUW

	Award rate (as of 3/6/03)	Pay rate as of 1 June 2002	Pay rate as of 1st pay period on or after 1 June 2003 (4% increase)	Pay rate as of 1st pay period on or after 1 June 2004 (4% increase)
Grade 1	\$448.40	\$630.90	\$656.14	\$682.38
Grade 2	\$465.00	\$644.30	\$670.07	\$696.87
Grade 3	\$487.60	\$671.10	\$697.94	\$725.86
Grade 4	\$508.50	\$691.30	\$718.95	\$747.71
Grade 5	\$527.70	\$724.80	\$753.79	\$783.94
Grade 6	\$542.20	\$778.50	\$809.64	\$842.03

CEPU

	Award rate (as of 1/6/03)	Pay rate as of 1 June 2002	Pay rate as of 1st pay period on or after 1 June 2003 (4% increase)	Pay rate as of 1st pay period on or after 1 June 2004 (4% increase)
C12	\$487.60	\$726.20	\$755.25	\$785.46
C10 (Elec)	\$542.20	\$829.40	\$862.58	\$897.08
C9	\$563.10	\$836.55	\$870.01	\$904.81
C8 (Elec)	\$583.90	\$889.15	\$924.72	\$961.70
C7	\$602.80	\$918.10	\$954.82	\$993.02
C6	\$644.50	\$974.85	\$1,013.84	\$1,054.40
C5 (Elec)	\$665.40	\$1,030.70	\$1,071.93	\$1,114.81

#### 30.2 Shift allowances

Shall be based on employee's base pay, not Award rate.

The following allowances (only) will be increased by the same percentage for any wage increase under this Agreement (same effective date):

First Aid and Occupational First Aid

Meal Allowance

Motor Vehicle Allowance

Tool Allowance - Tradesmen and Apprentices

Team Leader Allowance

Forklift Allowance.

30.3 Sick leave without medical certificates

Employees shall be entitled to 3 single day absences without a medical Certificate per calendar year.

**31. Continuation of Income Whilst Workers Compensation is Being Processed**

Employees injured during the course of their employment, shall be allowed to draw on accrued sick, annual & long service leave whilst a claim for Workers compensation is being processed, so that continuation of income is not disrupted.

On acceptance of liability for the claim by the Workers compensation insurer, the employee shall be re -credited with the accrued leave utilised to maintain income continuity. The Company shall endeavour to ensure that Workers Compensation claims are processed promptly.

**32. Transmission of Business**

This Agreement shall apply to any successor, assignee or transmitter of all or any of the work. If transmission of business occurred, redundancy payments would only apply, if the new business could not provide similar or like employment.

**33. Employee Assistance Program (EAP)**

An EAP scheme shall be implemented so as to provide employees with an early approach to resolving personal/non-work related problems, that may effect their well being or work performance eg: relationship, financial. This will involve confidential counselling/assistance provided from external professionals. This service is free for employees for at least the first 3 visits. If the counsellor feels that additional treatment/s (more than 3 visits) or a referral to another professional is required, then the employee may have to pay for these extra treatment costs.

**34. Anti-Discrimination**

The Parties agree to interpret & apply the provisions in this Agreement in a way which is not in breach of the *Anti-Discrimination Act 1977* or related Acts

**35. Absorption**

Any National Wage and/or Living Wage adjustment occurring during the term of this Agreement will not be applied to rates of pay applying under this Agreement.

**36. No Extra Claims**

It is a term of this Agreement, that the Parties will not pursue any extra claims for the life of this Agreement, no matter how described.

Executed by Pirelli Telecom Cables & Systems Australia Pty Limited, 1 Thew Parade Dee Why, Sydney, by or in the presence of:

\_\_\_\_\_  
Signature of Authorised Person

Llyr Roberts  
\_\_\_\_\_  
Name of Authorised Person

Director  
\_\_\_\_\_  
Office Held

\_\_\_\_\_  
Signature of Witness

Suzanne Poole  
\_\_\_\_\_  
Name of Witness

12 / 09 / 03  
\_\_\_\_\_  
Date

Executed by National Union of Workers  
(NSW branch) 3-5 Bridge st Granville,  
Sydney, by or in the presence of:

\_\_\_\_\_  
Signature of Authorised Person

Derrick Belan  
\_\_\_\_\_  
Name of Authorised Person

State Secretary  
\_\_\_\_\_  
Office Held

Executed by Communication, Electrical,  
Electronic, Energy, Information, Postal,  
Plumbing & Allied Services Union of  
Australia, Electrical Division, NSW  
branch, 370 Pitt st, Sydney, by or in the  
presence of:

\_\_\_\_\_  
Signature of Authorised Person

Warwick Tomlins  
\_\_\_\_\_  
Name of Authorised Person

Deputy Secretary  
\_\_\_\_\_  
Office Held

\_\_\_\_\_  
Signature of Witness

Jennifer Lord JP9560288  
\_\_\_\_\_  
Name of Witness

24 / 09 / 03  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

H Michaelides  
\_\_\_\_\_  
Name of Witness

16 / 09 / 03  
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Date