

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/194

TITLE: **Foseco Enterprise Agreement**

I.R.C. NO: IRC5/3273

DATE APPROVED/COMMENCEMENT: 3 July 2005 / 1 January 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/213.

GAZETTAL REFERENCE: 19 August 2005

DATE TERMINATED:

NUMBER OF PAGES: 24

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies only to employees of Foseco Pty Limited at 7 Stuart Street, Padstow, NSW employed in the following occupation/trades: maintenance, including apprentices; warehouse; production and transport, who fall within the coverage of the following awards: Chemical Workers (State) Award, Storemen and Packers, General (State) Award, Metal, Engineering and Associated Industries (State) Award and the Transport Industry Mixed Enterprises Interim (State) Award.

PARTIES: Foseco Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, The Australian Workers' Union, New South Wales

FOSECO ENTERPRISE AGREEMENT

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1. Parties to This Agreement

This enterprise agreement made in pursuance of The N.S.W. *Industrial Relations Act* 1996, in accordance with the provisions of sections 115-142 of the said Act, entered into on .between Foseco Pty. Limited, 7 Stuart Street, Padstow, the Australian Workers Union and the Automotive, Metals and Engineering Union on behalf of the employees of Foseco Pty. Limited at Padstow and the employees themselves with the following occupations/trades:

Maintenance including apprentices
 Warehouse
 Production
 Transport

2. Statements of Understanding

- i. Title of Agreement

This agreement shall be known as the Foseco Enterprise Agreement.

- ii. Intention

This agreement shall only apply to employees in the occupations/trades identified, situated at the Foseco site at Padstow.

iii. Duress

This agreement was not entered into under duress by any party to it.

iv. Incidence

The agreement shall regulate totally the terms and conditions of employment previously regulated by the following State Awards and Industrial Agreement:

Chemical Workers (State)
Storeman & Packers General (State)
Metal Engineering & Associated Industry (State)
Transport Industry Mixed Enterprise Award
Industrial Agreement Nos. 7430 and 8598 between Foseco Pty. Limited and the Australian Workers Union.

v. Term

This agreement shall operate from and shall remain in force until 31 December 2006 unless varied or terminated earlier by the provisions provided by the Act (Refer Section 124).

vi. No Further Claims

The parties to this Enterprise Agreement will not seek to vary the terms and conditions herein during its currency, except to remove ambiguity or uncertainty. Such variation shall be in accordance with Section 125 & 134 of The Act.

3. Objectives

This Agreement has the following objectives

1. To maintain and enhance company occupational health and safety performance.
2. To improve the competitiveness, viability and profitability of the Company.
3. To create a dispute free environment through consultation and common purpose.
4. To provide a culture for change.
5. To improve efficiency and flexibility by changing the way work is organised.
6. To promote Customer satisfaction through improved efficiency, quality of work and performance.
7. To maintain and enhance the company quality and environmental assurance system.
8. To pay Employees fair wages and employment condition.

4. Labour Flexibility

- i. The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- ii. Employees shall comply with all reasonable requests to transfer or to perform any work provided for by this enterprise agreement.
- iii. Where plant and/or equipment and the layout is suitably arranged, an operator with appropriate training will be required to operate and/or tend more than one process simultaneously.

- iv. Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee without compromising safety..
- v. Employees shall not impose demarcation barriers between the work covered by this enterprise agreement provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned.
- vi. Employees shall not unreasonably impose any limitation on supervisors or technical personnel demonstrating the use of new equipment or machinery, provided that the appropriate consultation in relation to the introduction of new technology has taken place.
- vii. Employees shall not impose any restrictions or limitations on the measurement and/or review of work methods or standard work time, provided that appropriate consultation between employer and employees has taken place and the majority of employees agree with the proposed measurement and/or review of work methods or standards of work time.
- viii. The Company will maintain a record of training undertaken by employees.

5. Contract of Employment

- i. Tenure of Employment - Weekly & Part-time Employees
 - (i) Employment for the first four (4) weeks of continuous service shall be from day to day at a 1/38 per hour of the weekly rate fixed. Provided that any employee who has once served for a continuous period of one (1) month with the Company, if re-employed within twelve (12) months, shall be engaged and paid by the week.
 - (ii) The first four weeks of continuous service with the company shall be as a probationary period. During such time either the employee or the employer may terminate the employment contract by way of one days notice.
 - (ii) After the first four (4) weeks continuous service, employment shall be by the week.
- ii. Terms of Engagement
 - (i) All employees shall be employed either on a weekly, part-time or casual basis.
 - (ii) The Company shall inform all employees as to the terms of their engagement, whether they are a weekly, part-time or casual employee and their jobs grouping, within the first week of commencement.
 - (iii) Employees, excluding casuals, are required to give a minimum of one (1) weeks notice of resignation or forfeiture of up to one (1) weeks wages if the full notice is not given.
- iii. Termination of Employment by the Company
 - (i) With the exception of casuals, probationary employees and those engaged for a specific period or task and employees dismissed for serious and wilful misconduct, the Company will provide the following notice of termination:

Continuous Service	Period of Notice
Not more than 1 year	1 week
More than one year and not more than 3 years	2 weeks
More than 3 years and not more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice will be increased by one (1) week if the employee is over 45 years of age and has completed at least two (2) years of service.

- (ii) The Company may dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases, pay shall be paid up to the time of dismissal only.
- (iii) Each employee on termination of their employment shall on request be given a statement in writing stating the positions held by the employee and the length of service.
- (iv) An employee whose employment is terminated or who terminates their employment within the first four (4) weeks service shall be paid the weekly rate prescribed in Clause 9 of this agreement.

iv. **Abandonment of Employment**

The absence of an employee from work for a continuous period exceeding three (3) working days without the consent of the Company and without notification to the Company, shall be prima-facie evidence that the employee has abandoned their employment. Provided that during the second day of absence the Company will contact the employee by phone or courier delivered letter to determine the reason for their absence from work.

This clause will not be invoked where an employee can demonstrate satisfactorily that extenuating circumstances prevented them from advising the company of their absence.

v. **Standing Down of Employees**

The Company shall not be required to pay for any day an employee cannot be usefully employed because of any strike or through any breakdown in machinery, or any stoppage of work through any cause for which the Company cannot be reasonably held responsible. Provided that where such stand-down provisions are not permitted by an award that previously regulated employment, the Company must apply to the Industrial Relations Commission for a stand-down order pursuant to Section 231 of the NSW Industrial Relations Act.

6. Part-Time Employees

- (i) A part-time employee means a person who is employed to work regular days and hours which are less than the days and hours worked by a full time employee. Provided that on any ordinary working day they shall be employed for a minimum of four hours.
- (ii) Unless specifically excluded within this agreement a part-time employee is entitled, on a pro-rata basis, to the same terms and conditions of employment as a full time employee.
- (iii) Subject to Clause 9, part-time employees shall be paid at an hourly rate equal to the appropriate minimum weekly rate shown against the job group level, divided by 38.
- (iv) Entitlement to overtime will be based on meeting the same criteria as full time employees.

7. Casual Employees

- (i) A casual employee is a person engaged by the hour and paid as such. Provided that on any ordinary working day they shall be employed for a minimum of four hours.
- (ii) Subject to Clause 9, casual employees shall be paid at an hourly rate equal to the appropriate minimum weekly rate shown against the job group level, divided by 38 hours.
- (iii) A casual employee shall be paid a 25 per cent loading in addition to their normal hourly base rate to compensate them for the non-payment of sick leave, public holidays, annual leave and annual leave loading.

- (iv) A casual can be terminated by an hour's notice provided that a casual who is dismissed without notice for malingering, inefficiency, neglect of duty or misconduct will be paid up to the time of dismissal only.
- (v) A casual whose normal hours of work on any one day are reduced through no fault of theirs, shall be paid for the hours originally rostered.
- (vi) Casual employees shall not be entitled to the attendance bonus prescribed in clause 9 (v) of this agreement.
- (vii) Entitlement to overtime will be based on meeting the same criteria as full time employees.

8. Apprenticeship & Traineeships

See *Apprenticeship and Traineeship Act 2001*.

9. Wages & Allowances

- (i) Adult Employees - minimum rates of pay for:

Job Level	Rate of Pay - Minimum
Process Worker - Probationary	\$617.45
Maintenance Fitter - Probationary	\$791.92

Wages will be increased in accordance to the value evaluated for each complete job, after the Employee has been assessed to be capable of performing the complete job.

The maximum weekly wage that can be paid to a Process Workers is Level 6 (Senior Operator) irrespective of the number of complete Jobs an Employee is assessed to be competent in. See attachment 1 for Job and their value.

Note each job stands alone and training is performed on a Company needs basis. Once trained and assessed capable of performing the complete job the employee will be paid whether they continue to perform that Job or not.

However should the Consumer Price Index (CPI) published by the Australian Bureau of Statistic for the 12 month period ending the 31 December 2005 of this agreement, be greater than the second wage increase, then the parties will review the proposed wages outcome taking into consideration the prevailing economic climate and its impact on the Company.

The second wage increase of 3.5% will be paid from the first full pay period on or after the 1 January 2006.

(Note 1 Refers to Clause 4-1-1)

- (ii) Date of Effect

Employees covered by this agreement at the date of approval will be paid the rate of pay in accordance with that shown in Clause 9-1 on and from the commencement of the first full pay period on or after 1 January 2005 or the date of employment, whichever is the later.

- (iii) Junior

- (i) Under 18 years of age - 88 per cent of the minimum adult rate at level one as shown in 8-1 above.
- (ii) At 18 years of age, full adult rate.

(iv) Apprentices

The under mentioned percentages will be applied to the minimum rate of pay shown against the job group covering the classification of Fitter as shown in Attachment 1.

Year 1	=	42%
Year 2	=	55%
Year 3	=	75%
Year 4	=	88%

(v) Allowances

- (a) An employee unloading containers by hand of Gilsonite or Carbonin or very dirty products shall be paid an allowance of \$12.00 per container, except for those containers carrying drums, bulk bags and palletised items
- (b) An employee who is to render first aid and who is the current holder of an appropriate first aid qualification, such as a certificate from the St. Johns Ambulance or a similar body, shall be paid a weekly allowance of \$10.80, if the employee is appointed by the company to perform first aid duties.
- (c) All employees shall receive an attendance allowance of \$6.00 per week subject to not having any time lost or leave other than gazetted Public holidays and Company approved time off

Lost Time is defined as any time taken during normal working hours with the exception of:

bundyng on for work no later than 2 minutes after their normal start time

bundyng off no earlier than 2 minutes before their finishing time

Leave is defined as all leave that an employee is entitled to under this Agreement, i.e.

Sick

Annual -

An employee who takes annual leave of

- (i) two (2) to five (5) days duration will only loose one (1) weeks attendance allowance, even though the leave may have been taken over two (2) pay periods.
- (ii) six (6) or more days duration will only loose one (1) attendance allowance per calendar week.

Long Service

Compassionate

Parental

Family Emergency

Workers Compensation

- (d) Inclusive in the fitters rate of pay are the following:

- (i) Disability Allowance that recognises the need for work to be carried out by trades people at times will occur under adverse conditions.
- (ii) Special Duties Allowance recognises the need for trades people to undertake work outside that of their trade.
- (iii) Tool Allowance recognises the need for trades people to provide their own tools.

(vi) Mixed Functions

No employee will have their pay reduced if they are required to temporarily carry out work that is covered by a lower grade than the one they have been permanently appointed to.

(vii) Confined Spaces

An employee, who has a current Confine Space licence and who is performing duties that requires a Confined Space (as defined) licence is entitled to five dollars twenty five cents (\$5.25) per hour extra. If the confined space duties are being performed outside normal working hours the five dollars twenty five cents (\$5.25) per hour shall be included in the overtime calculation.

A minimum of five dollars and twenty five cents (\$5.25) shall be paid should work performed in a confined space be less than or equal to one hour duration.

10. Payment of Wages

- i. Wages shall be paid weekly not later than Thursday of each week.
- ii. The pay week shall be from Wednesday to Tuesday.
- iii. On or before pay day the Company shall state to each employee in writing the amount of wages to which he is entitled, the amount of deductions made therefrom and the net amount being paid to him.
- iv. All wages will be paid by direct transfer into the employee's bank (or other recognised financial institution) account.
- v. Where wages are paid by Electronic Funds Transfer under subclause (v) of this Clause, the Company shall meet the following costs:
 - a. Where required an employee's single account establishment charge.
 - b. The cost of a single deposit of wages in the employee's account including government charges.
 - c. The cost of single withdrawal of each deposit of wages from an employee's account.

11. Hours

i. Day Workers

The ordinary working hours of day workers shall be thirty eight hours per week; to be worked eight hours per day, Monday to Friday, inclusive, between the hours of 6 a.m. and 6 p.m. or such other hours as may be agreed to between the Company and its employees.

ii. Shift Workers

- (i) Shifts may be worked on a one, two or three shift system, Monday to Friday, inclusive.
- (ii) The ordinary hours of shift workers shall be eight hours per shift, thirty eight hours per week
- (iii) As far as provided shifts shall be rostered so as to provide for a weekly change of shifts.
- (iv) Afternoon shift means any shift finishing after 6.00 p.m. and at or before midnight.
- (v) Night shift means any shift finishing after midnight and at or before 8.00 a.m.

- (vi) In respect of shift workers a loading for such shift work in addition to their normal weekly rate is to be paid as follows:
 - (a) Afternoon - 20 per cent of employee's normal rate.
 - (b) Night - 25 per cent of employee's normal rate.
- iii. Variation to Hours Worked per Day/Shift

The ordinary hours of work may be worked up to 10 hours in any one day subject to agreement between the Company and a majority of employees concerned
- iv. Variation to Starting & Finishing Times
 - (i) Subject to agreement between the Company and a majority of its employees, starting and finishing times may be worked outside the stated spread of hours to accommodate religious events without incurring additional penalties.
 - (ii) In other circumstances starting and finishing times may be varied by agreement between the parties.
- v. Rostered Days Off
 - (i) There will be one rostered-day-off (RDO) per 4 week cycle.
 - (ii) Normally, the RDO shall be taken on the last Friday of each 4-week-cycle but the Company shall have the right to roster more flexible arrangements at its discretion to accommodate varying trading conditions and provided that at least one week's notice of such a change is given. (Employees shall have the right to make their own arrangements concerning the exchange of RDO's with other suitably qualified employees to suit their own convenience, provided that such an exchange is notified to and agreed by their respective Supervisors.)
- vi. Meal & Other Breaks During Ordinary Hours of Work
 - (i) An employee shall not be required to work for more than five hours without a break for a meal. Provided that by agreement between a Company and the majority of employees in the plant, work section or sections concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.
 - (ii) The time of taking a scheduled meal break or rest break by one or more employees may be altered by the Company if it is necessary to do so in order to meet a requirement for continuity of operations.
 - (iii) The Company may stagger the time of taking a meal and rest break to meet operational requirements.
 - (iv) Day workers are entitled to a 30 minute unpaid meal break.
 - (v) Shift workers are entitled to a 30 minute paid meal break which shall be counted as time worked.
 - (vi) Ten minutes washing time shall be made available to employees at the end of each day or shift, to be paid at ordinary rates and to be counted as time worked.
 - (vii) Except as provided in subclause (i) hereof, and except where any alternative arrangement is entered into as a result of in-plant discussions, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken if directed by the Company.
 - (viii) Employees are entitled to a paid 10 minute morning tea break to be taken in line with current practice and work requirements.

12. Overtime

- i. All time worked before the usual commencing time or after the usual ceasing time each day or in excess of thirty eight hours per week Monday to Friday, shall be overtime and shall be paid for at the rate of time and a half for the first two hours and double time thereafter. For the purpose of assessing overtime each day shall stand alone.
- ii. All time worked on Saturday shall be paid at a rate of time and a half for the first two hours and double time thereafter with a minimum of four (4) hours worked.
- iii. All time worked on Sunday shall be paid at a rate of double time with a minimum of four (4) hours worked.

Where a day worker is required to work overtime on a Saturday or Sunday, the first crib time which will be of 30 minutes duration, shall, if occurring between 10 a.m. and 1 p.m., be paid at ordinary rates.

- iv. An employee recalled to work after leaving the Company's premises shall be paid for four hours, at least, at the appropriate overtime rate. If during this time on-site circumstances arise that require the employee to undertake additional work that is considered outside normal activities and therefore would be seen as emergency or unforeseen in its nature, then the additional work would be expected to be carried out within the original call back arrangements.

This clause does not apply to situations where it is customary for an employee to return to the Company's premises to perform a specific job outside their normal working hours.

- v. When overtime worked is necessary it shall be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. The employee, other than a casual, who works so much overtime that a ten hour break is not possible before the commencement of their next days work, shall be released after completion of such overtime until they have had ten hours off duty without loss of pay. If, on the instruction of the Company, such an employee resumes or continues working without having had such ten consecutive hours off duty, they shall be paid at double time rates, except on Public Holidays where the rate shall be double time and a half, until released from duty for such period and they then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. This clause shall not apply to casual employees.
- vi. An employee working overtime after the completion of their normal ordinary hours shall be entitled to a 20 minute meal break, without deduction of pay, provided that the person has worked more than five (5) hours since their normal lunch break. If they work a further four (4) hours then they are entitled to another 20 minute break.
- vii. Where an employee works two (2) hours overtime on any ordinary working day, after the completion of their ordinary hours, then that employee is entitled to a 10 minute tea break to be taken in line with work requirements.
- viii. Meal Money
 - (i) An employee required to work overtime for more than two (2) hours after his ordinary ceasing time, without being notified before leaving work on the previous day that he would be required to work overtime shall be paid the sum of \$9.10 in lieu off such meal and if he works for a further four hours he shall be paid a further sum of \$9.10 for the second meal.
 - (ii) If an employee, pursuant to such notice, has provided a meal and is not required to work overtime, he shall be paid \$9.10 for the meal provided.

13. Sick Leave

- i. A full time or part-time (but on a pro-rata basis) employee with not less than three months' continuous service with the Company who is absent from his work by reason of personal illness or injury (not being illness or injury arising from the employee's misconduct or default or from an injury arising out of or in the course of employment) shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:
 - (i) An employee shall, wherever practicable, before the commencement of an absence, or in any case within two hours of the commencement of any absence due to illness or injury, inform the Company of their 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.
 - (ii) An employee shall furnish to the Company such evidence, as the Company may desire that they were unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed. Such evidence could be a medical certificate or statutory declaration.
 - (iii) An employee who has had two single days absences in any one year of employment, will be required to furnish a doctor's certificate or other satisfactory documentation acceptable to the Company if payment is to be made.
 - (iv) An employee shall not be entitled in any one year in excess of 10 days of ordinary working time, provided such sick leave shall be paid on the actual number of days or part of a day of sick leave the employee has accumulated during the employment. In the first year with the Company, the employee will be entitled to sick leave on the basis of 5.2 hours for each completed 38 hour week to a maximum of 10 days.
 - (v) The payment of any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the Company until the employee completes such three months of employment, at which time the payment shall be made.
- ii. For the purpose of this clause continuous service shall be deemed not to have been broken by:
 - (i) any absence from work on leave granted by the Company;
 - (ii) any absence from work by reason of personal illness or other reasonable cause (proof whereof shall in each case be upon the employee).
- iii. If the full sick leave entitlement is not taken in any year, the following options are available either separately or in a combination:
 - (i) Allow any untaken portion to accumulate from year to year uncapped, and/or
 - (ii) During the first week of December (of each year) apply to the Company to be paid out an amount for good attendance based on the amount of unused sick leave they would have otherwise been entitled to that year, provided that a minimum balance of 10 days must be left in hand.
 - (iii) Provided further that employees whose services are terminated and who at the time of such termination have had no less than three year's continuous service with the Company shall be entitled to an amount for good attendance. This payment shall not exceed the value of the accumulated untaken sick leave calculated at the normal rate of pay at termination.
 - (iv) In the event of the retirement or death of employees the Company shall pay to them or their next of kin, a cash bonus representing the value of sick leave not expended at the date of termination.
 - (v) Sub-clause 12-iii and (iv) shall only apply to employees employed up to the day prior to 10th November 1994

- iv. All employees employed from the 10th November 1994 and beyond, shall be entitled to unlimited accrual of sick leave but no pay-out.

14. Public Holidays

- i. All employees shall be entitled to the following holidays without loss of pay:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas and Boxing Day or any day or days observed as such and all gazetted public holidays observed throughout the State, plus an additional day which shall be taken on the same day as the additional day prescribed in the Metal Engineering & Associated Industry (State) Award; provided, and it is hereby expressly agreed, that all employees shall work on this additional day if requested to by the Company.

- ii. any employee who is absent without leave or reasonable excuse which, where possible, should be supported by appropriate documentation, e.g. Doctor's certificate, on the working day preceding or the working day succeeding a holiday shall not be entitled to payment for such holiday.
- iii. All time worked on any of the above holidays shall be paid at a rate of double time and a half, with a minimum of four (4) hours pay.
- iv. Except for sub-clause iii above, casuals are exempt from the provisions of this clause since a loading has been added to their hourly rate of 25% to compensate for non payment of public holidays.
- v. Part-time employees only have an entitlement to be paid for public holidays if they would normally work on that day.

15. Accident Pay

See *Workers Compensation Act 1987* and *Workplace Injury Management and Workers Compensation Act 1998*, as amended.

16. Annual Leave

See *Annual Holiday Act 1944*, as amended.

17. Annual Leave Loading

- i. When employees take annual leave to which they have an entitlement to, (leave taken in advance is excluded from this sub-clause) they shall be paid an annual leave loading of 17.5% based on the ordinary rate of pay they would have received had they not been on annual leave. In the case of shift workers, they are entitled to the greater of the 17.5% or the shift allowance for the period of the annual leave.
- ii. Where leave is taken in advance, then on the anniversary of the persons employment a calculation will be made as in sub-clause 16(i). The difference between this calculation and the rate of pay used to pay the annual leave will be paid in the next pay period after the anniversary date.
- iii. Where the services of a person are terminated by the Company for reasons other than misconduct, any pay-out of outstanding annual leave entitlement (excluding that which is accruing) shall be calculated in accordance with sub-clause 16(i).
- iv. Leave loading is not paid on pro-rate Annual Leave on resignation or termination.

18. Long Service Leave

- i. See *Long Service Leave Act 1955*, as amended.

- ii. In addition to the ordinary rate of pay which is paid in respect of such Long Service Leave, 17.5 per cent extra shall be paid, except on termination.

19. Compassionate Leave

- i. An employee shall be entitled to leave with pay consisting of three ordinary days of work in the event of the death of an employee's father, step-father, mother, step-mother, guardian, grand parents, brother, step-brother, sister, step-sister, son, step-son, daughter, step-daughter, wife, husband, spouse's parents or grand parents. For the purposes of this subclause the words "wife" and "husband" shall include de facto wife or husband.
- ii. Provided further, an employee on weekly hiring shall be entitled to a maximum three day's leave without loss of pay on each occasion on the production of satisfactory evidence, of the death outside of Australia of an employee's husband, wife, father, step-father, mother, step-mother, guardian, grand parents, brother, step-brother, sister, step-sister, son, step-son, daughter, step-daughter, spouse's parents or grand parents. For the purposes of this subclause the words "wife" and "husband" shall include de facto wife or husband.

20. Parental Leave

- i. In respect of the following leave:

Adoption
Maternity
Paternity

See NSW *Industrial Relations Act* 1996.

- ii. Parental leave to the extent of three days leave with pay shall be granted to an employee upon the birth or adoption of each child.

21. Family Emergency Leave

- i. Employees, excluding casuals, required to look after the health and welfare needs of immediate family members at short notice are allowed up to five (5) days a year to do so. This leave may be paid, i.e. taken from accumulated sick leave owing to the employee or unpaid.
- ii. Employees taking such leave are required to advise their manager as soon as possible of their absence and likely length of time off.
- iii. Employees may be required to provide the employer with medical evidence that the member of their immediate family for whom the leave was taken, required the care of the employee as a result of their health and welfare needs, on their return to work.

22. Jury Service

An employee required to attend for jury service during his ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wages he would have received in respect of ordinary time he would have worked had he not been on jury service.

An employee shall notify the employer as soon as practicable of the date upon which he is required to attend for jury service and shall provide his employer with proof of his attendance, the duration of such attendance, and the amount received thereof.

23. Superannuation

i. Definitions

- i. "Eligible Employee" means an employee who is or becomes a member of the Company's nominated Superannuation Plan), and is:
 - (a) a weekly or part-time employee with not less than 4 weeks continuous service with the employer; or
 - (b) a casual employee who has:
 1. had a start with the employer on thirty (30) days in a period no greater than one (1) year preceding the operation of this enterprise agreement; and
 2. worked an average, in the case of junior employees, of at least twelve (12) hours per week and in the case of adult employees at least six (6) hours per week with the Company during the one (1) month immediately preceding any day the Company would (but for this definition) be required to make the superannuation contributions prescribed in subclause (ii) hereof.
- ii. "Ordinary Time Earnings" means an employee's classification rate in this agreement, any over award payment, tool allowance, leading hand allowance and shift loading including weekend and public holiday rates, where the shift worked is part of the ordinary hours.

All other allowances and payments are excluded.

- iii. "Act" means the Occupational Superannuation Standards Act, 1987.
- iv. "Regulations" means the Occupational Superannuation Standards Regulations.

ii. Employer Contributions

- i. The Company will make a superannuation contribution for each employee in line with the existing percentages determined by the Federal Government's Superannuation Charge Legislation for as long as that legislation remains valid.
 - (a) upon completion of the qualifying periods specified in subclause (1) hereof, contributions on behalf of each eligible employee shall apply from the date of the employee's commencement of employment with the employer subject to the operative date of this agreement.

iii. Fund Membership

The Company shall make the employee aware of his/her entitlements under this agreement. An employee will be required to properly complete the necessary application forms to become a member of the appropriate fund in order to be entitled to the contributions prescribed in subclause (ii) hereof.

iv. Absence From Work

i. Paid Leave

Contributions shall continue whilst a member of a fund is absent on paid leave, such as Annual Leave, Long Service Leave, Public Holidays, Jury Service, Sick Leave and Bereavement Leave.

ii. Unpaid Leave

Contributions shall not be required to be made in respect of any absence from work without pay.

iii. Work Related Injury and Sickness

In the event of an eligible employee's absence from work due to work related injury or sickness, contributions shall continue for the period of the absence (subject to a maximum of 52 weeks total absence for each injury or sickness) provided that the employee is receiving payments in accordance with the provisions of an this enterprise agreement dealing with accident pay.

24. Termination of Employment caused by Mechanisation, Technology and/or Redundancy

It is the Company's objective wherever possible to avoid reductions in employee numbers through forced redundancies. Rather, where circumstances arise which force such reductions, extensive discussion with all employees would take place to canvas alternatives such as natural attrition, voluntary redundancy and the like.

In the event that we are unable to find satisfactory alternatives and it means employees are made redundant, the following provisions shall apply.

i. Definition of Redundancy

Entitlement to redundancy occurs where the Company no longer wishes the job an employee is doing to be done by that employee or anyone else but excludes the ordinary and customary turnover of employees, summary dismissal and termination arising from poor work performance and the like, as well as casuals and employees engaged for a specific period of time or for a specified task or tasks.

Redundancy does not occur:

i) Where employment is terminated as a consequence of:

Resignation;
Dismissal due to poor/unacceptable conduct, capacity or performance;
Abandonment of employment;
Expiration of a fixed term contract, or completion of a specified project/task or tasks;
Death;
Ill health
Suitable alternative employment is found for an employee within the company;
Transmission of business where employees are offered employment with the transmittee on similar terms and conditions of employment; and

ii) To the following categories of employees:

Probationary employees;
Apprentices;
Trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement;
Employees engaged for a specific period of time or for a specified task or tasks;
Casual employees;
Temporary employees; and

iii) To Independent Contractors.

ii. Notice

Every effort will be made to inform employees as early as practicable of their impending redundancy; the redundant employee will be given a minimum of four weeks notice in writing of the termination (or in the case of an employee over 45 years of age and who has completed at least two years service, an extra week). If the Company fails to give the minimum notice then it will pay the difference between the actual notice given and the four weeks.

iii. Leaving During the Notice Period

An employee who has the opportunity of obtaining alternative employment outside the Company, after being given notice, shall be entitled to be paid up to their last day of employment and receive their full entitlement to severance pay provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

iv. Alternative Employment

An employee will not be entitled to the provisions of this clause if they are found and offered alternative employment within the Company suitable to their ability and reject same without good and sufficient reason.

v. Severance Pay

In addition to the notice provided for in sub-clause (b), an employee terminated in accordance with this clause shall be entitled to the following payment:

1. Four (4) weeks severance pay, and
2. Three (3) weeks pay for each completed year of service up to a maximum payment of 48 weeks pay.

vi. Time Off During Notice Period

During the period of notice an employee shall be allowed up to one days time off without loss of pay during each week of notice for the purpose of seeking other employment.

Such time off shall be arranged in consultation with the Departmental Manager.

vii. Assistance

The Company will advise relevant Government agencies of the situation and, where appropriate, arrange visits to the site by agency officers to discuss entitlements etc. with employees concerned.

viii. Employees with Less Than One Year's Service

This clause shall not apply to employees with less than one years continuous service, except to give relevant employees an indication of the impending redundancy and assist in seeking alternative employment through Government agencies.

ix. Transmission of business

The provision in this clause are not applicable where a business is before or after the date of this agreement, transmitted from Foseco to another employer (in this subclause the "the new employer"), in any of the following circumstances:

- i) Where the employee accepts employment with the new employer which recognizes the period of continuous service which the employee had with Foseco and any prior employer to be continuous service of the employee with the new employer; or
- ii) Where the employee rejects an offer of employment with the new employer:
 - i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with Foseco; and
 - ii) which recognizes the period of service which the employee had with Foseco and any prior employer to be continuous service of the employee with the new employer.

Should during the life of this agreement, a transmission of business occur, the terms and conditions contained in this agreement shall be transmitted with the business and employees to the new owner/employer.

25. Miscellaneous

- i. Protective Clothing
 - i. The Company will provide approved safety boots issued at commencement of employment. The value of the boots will be deducted from the final pay if an employee is terminated at any time during their first four weeks of their probationary employment period.
 - ii. On completion of three months employment the Company will supply five sets of work clothes. In respect of the fitters only, the company will provide fully maintained and laundered work clothes.
 - iii. In respect to both paragraphs (a) and (b) the items of protective clothing enclosed therein are to be replaced when needed, as determined by the Company.
 - iv. Employees are expected to wear Company provided clothing and maintain them in a tidy manner, so as to display a professional Company image.
- ii. Travel Expenses
 - i. When employees in the course of their duties are required to go any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred. Such expenses must, wherever possible, be supported by receipts.
 - ii. Where employees are required to use their motor vehicle on a casual or incidental basis they shall be paid an amount of 53 cents per kilometre travelled during such use.
 - iii. Where travelling time is incurred, i.e. the difference between the time it takes to travel from home to work and home to the new location, such time difference will be paid at ordinary time.
- iii. Facilities
 - i. Employees shall be supplied at meal times with boiling water or facilities for boiling water.

26. Safety Procedure

In the event of dispute arising concerning an alleged unsafe or unhealthy practice the following procedure shall be adopted:

- i. An employee or employees considering a work practice or condition to be unsafe or unhealthy shall contact in the first instance their supervisor.
- ii. If the matter is not satisfactorily resolved the employee may request the union delegate or member of the safety committee to take up the matter with an appropriate Company representative.
- iii. If no satisfactory resolution of the safety health question is reached, and avenues of conciliation are exhausted, the delegate or union representation and Company representation shall prohibit the work practice or condition temporarily, until stage 4 has been completed.
- iv. The final decision on the practice shall be made, in the case of disagreement between the parties, by an inspector of WorkCover NSW or other governmental authority, whichever may be appropriate.

27. Dispute Settlement Procedure

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

In the event of any dispute, the following procedure will apply:

- i. The matter shall first be discussed between the employee(s) with the immediate supervisor.
- ii. In the event of failure to resolve the dispute, the matter shall then be referred to a management representative and an appropriate organiser and/or officer of the union, who will confer and attempt to reach a settlement.
- iii. If the parties are still unable to resolve the matter, it may be referred to the Industrial Relations Commission of NSW.
- iv. Whilst the procedure is being followed, work shall continue in accordance with existing custom and practice. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.
- v. Sensible time limits should be allowed in dealing with the problem/dispute, with the parties maintaining regular contact.
- vi. Clause 25 Safety Procedure will apply in lieu of this clause in the event of a dispute arising concerning an alleged unsafe or unhealthy practice.

28. Consultative Committee

- i. Objectives

The objectives of the Joint Consultative Committee are to

improve effective consultation and communication procedures at the enterprise level.

Improve the standard of working life of employees.

Improve overall performance of all employees.

Maintain and, where possible, improve the Company's competitiveness both nationally and internationally through increased productivity and efficiency.

Monitor, discuss, develop and/or recommend measures or actions in respect of but not limited to:

- Occupational health and safety
- Quality
- Environmental protection
- Rehabilitation of injured Employees
- Productivity
- Customer Service

- ii. Purpose

To provide an environment for improving two-way communications and establish a forum in which management and employees can express their respective points of view to influence enterprise decision making.

iii. Structure

The Consultative Committee will consist of four, elected employee representatives and up to four management representatives.

iv. Quorum

A quorum shall consist of a majority of management together with a majority of employee representatives.

v. Elections

Members elected or appointed to the committee shall hold office for a period of 12 months and, at the end of such term, will be required to:

- a. Stand down from the committee and offer themselves for re-election.

OR

- b. Stand down for re-appointment.

It is the responsibility of each committee member to attend meetings on a regular basis and to present the views of those he/she represents.

If during his/her term of office, a member of the committee ceases employment with the enterprise, or if for reasons duly approved by the committee, feels they can no longer serve, then a new member is to be elected or appointed in his/her place.

vi. Secretary

A secretary will be appointed by the committee from amongst its members and record proceedings at each meeting for the minutes.

vii. Chairperson

To be elected by the committee from within the committee and will rotate every six months so that he/she represents management of one term and employees for each alternate term.

viii. Meetings

Consultative Committee meetings will be held at least each second month or at the request of a majority of members and shall be conducted during normal working hours. Meetings will run to an agenda and will not exceed one hour duration.

ix. Minutes

Minutes of the meeting of the Consultative Committee will be published for all employees to pursue as soon as possible after the scheduled meeting.

x. Agenda

Suggestions for the agenda may be presented by any of the members of the Consultative Committee to the secretary for approval by management and employee representatives at least one week prior to the meeting. This will allow agreement between both parties on the content of the agenda.

xi. Training and Preparation

It is agreed that the members of the Consultative Committee will be allowed time to attend training courses to prepare them to carry out their duties on the committee effectively.

xii. Co-option to Committee

- a. Representatives will have the power to co-opt other employees for advisory purposes on specific issues and to expedite committee business.
- b. Where agreed by the Consultative Committee, an external source can be invited to attend relevant meetings.
- c. Accredited union officials may be invited by the Consultative Committee to attend committee meetings as observers.

xiii. Confidentiality

It is agreed that certain information may be regarded by management as confidential. However, management will make every effort to make available as much information as possible for the effective resolution of problems. Agreement will be required on what material put before the committee is regarded as confidential.

When management provides information which is recognised to be confidential, committee members will maintain confidentiality on such information.

xiv. Evaluations

It is agreed that at the end of 12 months a review involving all employees will take place to test the effectiveness, or otherwise, of the Consultative Committee.

29. Training

i. The parties to this agreement recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly the parties commit themselves to:

- i. developing a more highly skilled and flexible workforce;
- ii. providing employees with career opportunities through appropriate training to acquire additional skills; and
- iii. removing barriers to the utilisation of skills acquired.

ii. Following proper consultation in accordance with Clause 27 - Consultative Committee, the Company shall develop a training programme consistent with:

- i. the current and future skill needs of the Company;
- ii. the size, structure and nature of the operations of the Company;
- iii. the need to develop vocational skills relevant to the Company and through courses conducted by accredited educational institutions and providers.

iii.

i. where, as result of consultation in accordance with Clause 27 and with the employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to subclause (ii) of this Clause should be undertaken by an employee, that if the training is undertaken during ordinary hours the employee concerned shall not suffer any loss of pay. The Company shall not unreasonably withhold such paid training leave.

ii. any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Company's technical library) incurred in

connection with the undertaking of training shall be reimbursed by the Company upon production of evidence of such expenditure.

provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

- iii. travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the Company.

30. General Standards

- (i) The Employee shall not attend at the workplace under the influence of alcohol or drugs, unless the drugs are prescribed by a doctor. No alcohol or non-prescribed drugs are to be brought onto the premises of the Employer, unless by prior approval from the Employer.
- (ii) The Employee must report to work in such a condition as to perform duties properly and safely.
- (iii) Deliberate or unreasonable waste of time will not be tolerated.
- (iv) All working areas are to be totally smoke-free Smoking is only permitted during prescribed breaks or on the employees own time (i.e. Before work, during morning or afternoon tea, meal breaks, or at the end of shift) and only outside of buildings.
- (v) Unlawful discrimination, sexual harassment, and workplace bullying of any sort will not be tolerated.

31. Use of Surveillance Cameras

The Employer reserves the right to exercise any and every lawful method available when investigating 'losses' or for security, including, if necessary, the use of hidden or non-hidden surveillance cameras.

32. Health and Safety

- (i) The Employee must take all reasonable steps to ensure their safety while at work and that their actions or any inaction while at work does not cause harm to any other person.
- (ii) The Employee, where trained, must comply with the Employer's health and safety policies and procedures at all times.
- (iii) The Employee must report to management any accidents, incidents or hazards arising during the course of employment as soon as possible after they occur.
- (iv) If the Employee has any concerns in relation to safety or the safety of others in the workplace, they shall refer to Clause 25 - Safety Procedure for settlement of the concern.

33. Random Drug Testing

- (i) Under the *Occupational Health and Safety Act 2000* (NSW), the Employer has a legal duty to ensure the safety of Employees while at work. This legal duty requires the Employer to take all practicable steps to provide and maintain a safe working environment. Accordingly, the Employer reserves the right to order the Employee to submit to random testing for non-prescribed drugs, stimulants and alcohol.
- (ii) Failure to attend the registered medical practitioner for such testing shall be treated as serious misconduct.
- (iii) The Employer also reserves the right to search the Employee's personal effects or vehicles, which are on the Employer's premises for non-prescribed drugs, stimulants and alcohol.

(iv) Failure to allow the Employer to search the Employee's personal effects or vehicles which are on the Employer's premises for non prescribed drugs, stimulants and alcohol shall be treated as serious misconduct.

34. Disciplinary Procedure

Where an Employee engages in misconduct or substandard performance (except in cases of serious misconduct where summary dismissal is warranted) the Employer will initiate a warning procedure in an attempt to rectify the conduct. This warning procedure is as follows:

First Offence

A verbal warning will be given. The purpose of this step is to bring the performance of discipline problem to the attention of the Employer. The verbal warning is the opportunity to explore reasons for the Employee's conduct or behaviour and to decide a course of action and to discuss any barriers to improvement. A written copy of the verbal warning will appear on the Employee's personal file as a record of the conversation.

Second Offence

This step involves a formal meeting between the Employee and the Employer about a discipline or performance problem. A written warning will then be issued. This step is appropriate for a more serious breach of work standards or rules, or repeated breaches. The written warning may address the following :

- identify the unacceptable behaviour or misconduct;
- outline any consequences which may result from the unacceptable behaviour or misconduct;
- the corrective action required of the Employee and the time-frame within which improvement is required;
- the proposed action by the Employer if the Employee's behaviour does not improve;
- a reference to the previous verbal warning(s) and the date(s) given.

Third Offence

Written warning or dismissal. Dismissal will only occur where the Employee has been through all of the above disciplinary steps and no improvement has resulted, or when the Employee engages in misconduct so serious that suspension, investigation or dismissal should result.

35. Signatures

Signed for and on behalf of the Australian
Workers Union, New South Wales Branch

Secretary

Witness

21 June 2005

Dated

Signed for and on behalf of the Automotive,
Metals & Engineering Unions

Secretary

Witness

24 May 2005

Dated

Signed and sealed for and on behalf of
Foseco Pty. Limited

Signed for and on behalf of the
Foseco Employees

R. Patane - Works Manager

S. Haramina - Maintenance

Kevin Bone - Engineering Manager

F. Tai - Production/Warehouse

16/5/2005

Dated

ATTACHMENT 1

Wage Structure

LEVEL	PERCENT	POWDERS	SLURRY	LIQUIDS	OTHERS	WAREHOUSE	MAINTENANCE
7							Senior Fitter
6	Senior Plant Operator □						Fitter 791.93
5	36.0 \$ 18.31	T11 Material Transfer Kit Operator	T12 Slurry Mixer Operator	T13 Senior Mixer Operator	T14 Resin Manufacture	W1 Despatch W2 Truck Driver W3 Receiving	
4	24.0 \$ 16.29	T8 Charging Operator	T9 Sleeve Making Auto T9 Board Making Auto			T10 Load Consolidation	
3	21.0 \$ 14.24	\	T5 Bay 4 Packing T6 Material Transfer	T7 Mixer Operator T6 Material Transfer	IN Cast Product FC Factory Cleaner		
2	19.0 \$ 9.67	T2 Bagging Machine T1 Big Bag Station	T3 Sleeve Forming - Manual T4 Board Forming Manual				
1					NE1 Tablets NE2 Sieving Plant		

Level 1 = 617.45