

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/206

TITLE: Precision Valve Australia Pty Limited Enterprise Agreement 2005

I.R.C. NO: IRC6/773

DATE APPROVED/COMMENCEMENT: 9 March 2006 / 9 June 2005

TERM: 24

NEW AGREEMENT OR
VARIATION: New.

GAZETTAL REFERENCE: 16 June 2006

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees employed by Precision Valve Australia Pty Limited located at 85 Williamson Road, Ingleburn NSW 2565, engaged in the classifications contained in this agreement in the processes related to the manufacture of aerosol valves and ancillary components, who fall within the coverage of the following awards: Precision Valve Australia Pty Limited Enterprise Award 2003, Plastic Moulding, &c. (State) Award, Metal, Engineering and Associated Industries (State) Award and the Storemen and Packers, General (State) Award.

PARTIES: Precision Valve Australia Pty Ltd -&- the Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, National Union of Workers, New South Wales Branch

THE PRECISION VALVE AUSTRALIA PTY LIMITED ENTERPRISE AGREEMENT 2005

PART A

This Agreement is arranged as follows:

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1. Basic Wage

This Agreement, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage of \$484.40 per week.

The said basic wage is subject to variation in accordance with the provisions of the Industrial Relations Act 1996. Upon any such variation, rates of wages prescribed by this Agreement are subject to variation pursuant to Section 1 of Part 2 of the said Act to the extent necessary to give effect to the change in the said basic wage.

2. Parties to Agreement

The parties to this Agreement are:

- (a) Precision Valve Australia Pty Limited of 85 Williamson Road, Ingleburn, N.S.W. ("PVA"); and
- (b) The Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch ("ALHMWU"); and
- (c) The National Union of Workers, New South Wales Branch ("NUW").

For the purposes of this Agreement, "Union" means the ALHMWU or the NUW respectively, and "Unions" means both the ALHMWU and the NUW.

3. Relationship to Parent Awards

This Agreement shall be read and interpreted wholly in conjunction with the relevant State Awards shown below - provided that where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency:

Plastic Moulding, &c. (State) Award.

Metal, Engineering and Associated Industries (State) Award.

Storemen and Packers, General (State) Award.

(together the "Parent Awards", or separately, "the relevant Parent Awards" as the case may be).

4. Purpose of the Agreement

The object of this Agreement is to regulate the working conditions and remuneration of employees engaged by PVA. The aim is to improve the quality of the company's products and services, enhance working conditions of all employees and restructure the manufacturing operation with its associated functions to gain continuous productivity improvement and cost effectiveness.

The aim of the Agreement is to ensure that, over its lifetime, the foundations are established for a highly flexible facility at PVA whose market-driven customer focus (internal and external), quality and productive performance matches or exceeds the world's best.

5. Consultative Mechanism

The Consultative Committee has been elected. The Committee comprises 6 members drawn from the following areas:

Production - Moulding (1)

Production - Non Moulding (1)

Engineering (1)

Stores (1)

Management (2)

One of the above representatives is to be a Union member.

Additional observers can be seconded as appropriate for specific issues provided the Committee agrees. Senior management of PVA and the Unions have the right of access at any time.

5.1 Employer Representatives

To ensure the committee operates to its full potential at least one (1) of the employer representatives will hold a senior position within the operation at the Ingleburn site.

5.2 Training Representatives

All representatives of the Consultative Committee will undertake an agreed training program on the operation of the Committee and their roles as members.

All training will be paid and conducted during normal working hours.

5.3 Meetings

The Consultative Committee will meet as required with all meetings being held at a time and place mutually convenient to the representatives.

Employee representatives will be given sufficient time to prepare for Committee meetings to ensure they can adequately discuss and deal with the issues on the agenda.

5.4 Communications

A separate notice board dedicated to notices from the Consultative Committee will be provided in the PVA canteen.

The issues to be considered within the consultative framework include:

Improving and expanding manufacturing operations and associated activities;

Increasing job security,

Improving the working environment through the operation of self managed teams,

Improving communication between management and employees,

Introducing new technology & involving employees in strategic planning

Introducing new or improved methods to reduce waste, and reduce quality costs (ie.

external failure cost, appraisal cost, prevention cost, and internal failure cost),

Introducing new job designs and job flexibility, through the development of appropriate

competency based classifications,

Providing training leading to improved career opportunities.

The consultative framework is not intended to consider issues such as:

Industrial Relations matters, or

Health and Safety matters (however, it will support safety processes pursued via the OHSC and PVA's accreditation activities).

The parties to this Agreement support the establishment and maintenance of appropriate consultative mechanisms consistent with the provisions of the abovementioned Awards and based on International Best Practice.

This model views the committee's chief role as pursuing the full commitment of management and employees to the change process and ongoing continuous improvement within PVA.

6. Union Recognition

For the duration and for the purposes of this Agreement, PVA recognises the Unions as collectively having representation of all employees in the classifications covered by this Agreement.

7. Measures to Achieve Best Practice Performance

This Agreement reflects the commitment of PVA, its employees and the Unions to the smooth and speedy establishment of significantly improved operating systems, work and management organisation, as well as working arrangements.

This will be achieved through the parties' joint commitment to on-going industrial co-operation and consultation and specifically, through their joint emphasis on performance related factors such as customer service, quality, efficiency, safety, productivity, technology, work-organisation (including teams development), multi-skilling, education and training.

8. Remuneration

The parties agree that the implementation of this Agreement is designed to achieve real and demonstrable improvement in productivity which it is intended will fund the wage increase listed below.

Wage Increase

The base rates of pay found in Table 1 of Part B - Monetary rates represent the following:

A 4% increase to the base rate of pay, which will be payable from the first complete pay period on or after 8th June 2005.

Another 4% increase to the base rate of pay, which will be payable from the first complete pay period on or after 8th June 2006.

The above increases will not be absorbed into any over-Agreement payment. Any increases arising from State Wage Cases or any variation to the Parent Awards, as defined in clause 3, will be absorbed during the lifetime of this Agreement.

9. Meal Allowance

Where an employee is entitled to a meal allowance under the relevant Parent Award, as defined in clause 3, the employee will be paid an amount of \$10.00 in respect of such meal allowance.

10. Avoidance of Disputes Procedure

It is agreed that the following procedure is designed to resolve grievances and disputes by the parties.

All parties will observe this procedure and make every effort to complete steps (a), (b), and (c) below, within 5 working days.

Work shall proceed safely and efficiently as per the Production Schedule whilst this procedure is followed and without prejudice to either party.

- (a) The employee(s) with a grievance or dispute should firstly raise the matter with the Team Supervisor and/or Leader. The individual(s) have the option of involving the Union Delegate at this stage. The employee concerned shall have Management's response presented in writing.
- (b) Should the matter remain unresolved, a resolution of the issues shall be sought between the Departmental Manager or representative, and those parties mentioned in paragraph (a).
- (c) If the grievance or dispute remains unresolved the matters shall then be reviewed by the Departmental Manager or representative, the employee(s) involved, Union Delegate and Union Organiser.
- (d) Should the grievance or dispute remain unresolved, any party as defined in Clause 3, may seek the assistance of the Industrial Relations Commission at the first opportunity.

11. Contract of Employment

PVA shall engage appropriately skilled casual, part-time and full time employees. This ensures the viable and flexible working operation of the company. The application of these categories is outlined below.

11.1 Terminations

In respect of permanent full-time and part-time employment, an employee or the employer may terminate the contract of employment by the giving a minimum of one weeks notice or by the payment or forfeiture of one weeks pay.

In respect of casual employment, an employee or the employer may terminate the contract of employment by the giving of one hour's notice or the payment or forfeiture of one hour's pay.

Employees not wishing to participate in the programs of change, quality and continuous improvement, will be given every opportunity to become involved through the PVA counselling procedures.

11.2 Counselling & Dispute Avoidance Procedures

PVA's Counselling Procedures consist of:

- (1) Informal Counselling - which is verbal.
- (2) Formal Counselling - which is documented.
- (3) Formal Warning - in the presence of a Personnel Department and Employee Representative.
- (4) Final Warning - in the presence of a Company Representative and an Employee Representative.

Written advice will be given to the employee clearly identifying the issues involved, a record of counselling and disciplinary action to date, along with a clear indication that this is the "Final Warning".

Throughout all of the above procedures, the employee will be provided with opportunities to respond.

- (5) Dismissal - Where an employee fails to meet the requirements clearly identified in the written advice of Final Warning, or engages in serious misconduct, the Supervisor/Manager may seek dismissal of the employee following:
 - (i) A full investigation of the issues leading to dismissal.

If dismissal is sought after this process, the Company's representative will meet with the employee in the presence of their chosen representative - to provide the opportunity to respond to the issues which might lead to dismissal.

11.3 Definitions

Casual Employee - means a person who is engaged and paid as such. A casual employee for working ordinary time shall be paid one thirty-eighth of the appropriate weekly rate, for the work performed, plus 20%.

Part-Time Employee - means an employee who is engaged to work less than 304 ordinary time hours (i.e. 40 shifts) but not less than 121.6 ordinary time hours (i.e. 16 shifts) over each eight (8) week cycle, and whose hours of work are fixed according to a roster.

Part-time employees shall be entitled to appropriate pro rata annual leave, sick leave and long service leave, public holiday pay where the employee was rostered to work on the day the holiday fell due etc..

Full-Time Employee - means an employee who is engaged to work a 38 hour week.

11.4 Probationary Employment (New Employees)

During the first three months of employment, all full-time or part-time employment shall be probationary. This period is for the purpose of familiarising the employee with the employee's duties, performance requirements and work environment.

The employee will receive regular feedback concerning performance during this period. This feedback will be communicated to the employee at the end of each completed month of service.

At the end of the second completed month of service such communication will be in writing.

Should the employee's performance not be satisfactory, the employee will be counselled in accordance with clause 10 - Avoidance of Disputes Procedure. Nothing in this clause 11 shall limit PVA's right to dismiss an employee summarily for malingering, inefficiency, neglect of duty, or misconduct, and in such cases wages shall be paid up till the time of the dismissal only.

11.5 Requirement to Perform Other Duties

The Company may also require an employee to perform work which is incidental to their main tasks or functions and in other departments or teams within the skill, training and competence of that employee. Where the company may also require that an employee use such other tools and equipment as the need arises, appropriate training will be provided as necessary, notwithstanding tasks that require a trade certificate or licence.

11.6 Timekeeping

Employees who are late or leave early shall lose wages for the time so absent, unless by prior arrangement with their Supervisor.

11.7 Abandonment of Employment

The Company shall regard an employee who absents themselves without reasonable cause from work and without notification for a period in excess of 5 days, to have abandoned their employment.

11.8 Mixed Functions

An employee (except for Trainees or Apprentices where the function is a legitimate part of their 'on the job' training) engaged for more than two hours during one day or

shift on duties carrying higher responsibilities and a higher rate than his/her ordinary classification, shall be paid the higher rate 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.

12. Classification Structure

All of the parties covered by this Agreement are committed to developing career paths and opportunities for self-improvement. PVA will provide an environment where employees can develop their career in the workplace.

Training opportunities will be provided to all employees wherever practical in order to achieve a multiskilled and cross trained workforce relative to the company's aims and objectives.

All training related matters will be administered in accordance with the PVA Competencies Management Scheme Manual.

13. Flexible Work Hour

13.1 Annual Leave

Annual leave may be taken at any time on or after it falls due subject to customers' orders, the operational requirements of PVA and in accordance with the conditions of the Annual Holidays Act 1944 New South Wales.

13.2 Rostering

(1) For the purposes of this subclause 13.2:

a "post-1995 Employee" means an employee of PVA under this Agreement who commenced employment with PVA on or after 17 May 1995, being the date when the Precision Valve Australia Pty Limited Enterprise Award 1995 came into operation; and

a "pre-1995 Employee" means an employee of PVA under this Agreement who commenced employment with PVA prior to 17 May 1995, and who has remained in continuous employment with PVA since that date.

(2) PVA will operate under a 7-day production system to allow it, if necessary, to meet its market driven customer focus and demands on PVA's products and services. The parties agree to meet these needs via the following mechanisms:

(a) a post-1995 Employee may be required to work shift work, including a 7-day shift roster, in accordance with and under the conditions of the relevant Parent Award.

(b) in respect of a pre-1995 Employee, this Agreement will not require such an employee to work shift work, however nothing in this Agreement or the relevant Parent Award will preclude or prevent a

pre-1995 Employee agreeing with PVA to work shift work on a temporary basis subject to and on the following conditions:

shift work is worked in accordance with the shift work provisions and the conditions in the relevant Parent Award applicable to shift work; and

the agreement between the employee and PVA is in writing; and

once the temporary shift work arrangements come to an end, the pre-1995 Employee will work in accordance with the conditions that applied to his or her employment immediately prior to working under the temporary shift work arrangements.

14. Family Leave

14.1 Entitlement

Employees shall be entitled to 7 days family leave (including sick leave) on full pay for each year of service with PVA. Subject to this clause, the conditions for taking family leave (including sick leave) will be in accordance with the relevant Parent Award.

14.2 Family Leave while taking Annual Leave

During a period in which an employee is on annual leave, the employee may apply to PVA for annual leave to be re-credited in respect of any day that the employee is sick and would have an entitlement to paid sick leave pursuant to sub-clause 14.1 of this Agreement. PVA will consider and assess each such application on its merits with no guarantee of payment. PVA may request the employee to provide suitable evidence that the employee has an entitlement to, and meets the conditions for, the payment of sick leave under sub-clause 14.1 and the Parent Award. If PVA agrees to re-credit annual leave, the employee's entitlement to Sick Leave will be adjusted accordingly.

15. Bereavement Leave

Employees shall be entitled to 3 days Bereavement Leave. Subject to this clause, the conditions for taking bereavement leave will be in accordance with the relevant Parent Award.

16. Superannuation

Employees are entitled to elect one of the following funds into which PVA will make Superannuation Guarantee contributions:

- (1) the AON Master Trust administered by AON Consulting Pty Limited;
- (2) the Labour Union Co-operative Retirement Fund administered by LUCRF Pty Limited;

- (3) the Australian Retirement Fund.

Employee elections must be made in accordance with the Superannuation “Choice of Funds” legislation. In respect of employees who fail to make an election, PVA will make Superannuation Guarantee contributions into PVA’s default fund, which must be a complying fund.

17. Renewal of Agreement

The parties shall continuously monitor the operation of this Agreement to ensure its effective implementation and further agree that discussions will commence with the purpose of re-negotiating the Agreement a minimum of six (6) months prior to the expiry of this Agreement.

18. Parental Leave

Where an employee is eligible for and entitled to unpaid maternity and paternity leave (hereafter “Parental Leave”) in accordance with the Industrial Relations Act 1996 (NSW), the first four weeks of such Parental Leave will be paid at the employee’s base rate of pay in accordance with the normal payroll cycle. This provision will not otherwise affect the application and operation of parental leave under the said Act.

19. No Extra Claims

For the nominal term of this Agreement, each party agrees not to pursue any extra claims relating to wages and conditions of employment of the employees under this Agreement, whether or not such wages and conditions are dealt with in this Agreement.

20. Redundancy

As PVA and its employees pursue the successful introduction of technology and performance improvement, any consequences arising from these changes will be handled through a consultative framework (i.e. management will consult with all affected employees and their union).

Ground rules in the event of any requirement to reduce the numbers of employees shall be:

- (a) Casuals considered as surplus will not be re-engaged.
- (b) Permanent and permanent part-time employees:
 - (i) Voluntary redundancies will be offered.
 - (ii) Where surplus positions still remain, consultative mechanisms will be used to resolve the issue.

20.2 Redundancy Agreement

- (1) Annual leave loading (prescribed in the relevant Agreement) will be paid on accumulated annual leave entitlements including pro rata for the current year.

(2) Period of notice

1 year or less service	1 weeks notice
1-3 years service	2 weeks notice
3-5 years service	3 weeks notice
5 years and over	4 weeks notice

The period of notice may be worked to cover training and operational commitments, or payment in lieu.

(3) Redundancy Payment:

10 days (2 weeks) pay for each completed year of service with PVA, plus five (5) days (1 week) for each completed year of service with PVA for employees over the age of 45, with a maximum of 60 weeks payment to individual employees. The amount paid will be the weekly ordinary rate of pay, excluding allowances and penalties.

(4) Wherever possible, PVA will assist employees to secure other employment. Employees will be allowed appropriate time (paid) to attend interviews.

(5) Pro rata payment of Long Service Leave will be made after five years service with PVA consistent with the provisions of the Long Service Leave Act.

(6) Accrued and unused sick leave under this Agreement will be paid out on termination of employment due to redundancy at the rate of pay referred to in sub-clause 20.2(3).

(7) Discussions will be held with union representatives within the consultative framework, 1 month prior to notification of redundancies taking place. This will take place as set out below:

To facilitate the above discussions, the Company as soon as possible shall make available to the Union(s) and other interested parties all relevant information regarding any proposal to make redundant permanent employees.

The information shall be in writing and shall include but not be limited to:

- the reasons for the proposed redundancy;
- the number and categories of the employees likely to be affected;
- the number of employees normally employed; and
- the period over which the redundancies are likely to be carried out.

(8) Voluntary redundancies will be considered first, with a view to retaining appropriate skills and experience within PVA provided such skills and experience are consistent with the needs of the ongoing operation.

In the event that voluntary redundancy numbers are not met in each area of employment, PVA will proceed with the redundancies in a manner consistent with

the best interests of the business and the parties remaining on a last on, first off basis in each area of employment.

Where there is any further disagreement this will be handled in accordance with clause 10 - Avoidance of Disputes Procedure.

- (9) A statement itemising the amount payable to each employee subject to separation will be made available two weeks prior to separation.
- (10) A Certificate of Service will be provided to each employee subject to separation.

21. Protection of Entitlements on Transfer of Business

Part 8 of the Industrial Relations Act 1996 (New South Wales), as amended, applies to employees under this Agreement in relation to the business of PVA.

22. Rights of Union Delegates

Delegates, with approval from their Team Leader/Manager, will be allowed reasonable paid time to attend to Union matters.

PVA will grant time off work without loss of pay to a maximum of six (6) days per annum for Union Delegates to attend Trade Union training. These six (6) days will be available as a bank of days (which do not accumulate from year to year) to be used as agreed between the Unions and their members at PVA, however in the absence of agreement, Trade Union training leave will be allocated as follows:

- (a) one ALHMWU delegate only will be entitled to a maximum of (6) six days per annum; and
- (b) one NUW delegate only will be entitled to a maximum of (6) six days per annum.

23. Area, Incidence and Duration

This Agreement applies instead of the Precision Valve Australia Pty Limited Enterprise Award 2003 published on 19 March 2004 (343 I.G. 817).

This Agreement shall apply to Precision Valve Australia Pty Limited, of 85 Williamson Road, Ingleburn, New South Wales, and all its employees engaged in the classifications contained in this Agreement in the processes related to the manufacture of aerosol valves and ancillary components, whether the said employees are Union members or not.

This Agreement shall be read and interpreted in conjunction with the Parent Awards referred to in clause 3 but will prevail over those Parent Awards to the extent of any inconsistency.

This Agreement will take effect from 9 June 2005 and remain in force thereafter until 8 June 2007.

24. Anti-Discrimination

- 24.1 It is the intention of the parties to this Agreement to seek to achieve the object in s 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 24.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 24.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 24.4 Nothing in this clause is to be taken to affect:
- (1) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (2) offering or providing junior rates of pay to persons under 21 years of age;
 - (3) any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
 - (4) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 24.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

25. Signatories to the Agreement

Signed for
Precision Valve Australia Pty Ltd

Signature:

Date:

Print Name:

Signed for
**The Australian Liquor, Hospitality and
Miscellaneous Workers Union, New South Wales Branch**

Signature:

Date:

Print Name:

Signed for
The National Union of Workers
New South Wales Branch

Signature:

Date:

Print Name:

Part B - Table 1 Monetary rates

(refer clause 8)

COMPETENCY BASED RATES											
Effective FPP on or after 9 June 2005											
Stream		Level 1		Level 2						Level 3	
		Permanent (weekly)	Casual (hourly)	Permanent (weekly)	Casual (hourly)	Permanent (weekly)	Casual (hourly)	Permanent (weekly)	Casual (hourly)	Permanent (weekly)	Casual (hourly)
Production Operator	PO1	559.86	17.68	566.39	17.69	591.65	18.68	616.46	19.47	686.37	21.67
Production Operator 2	PO2	585.11	18.48	616.46	19.47	641.71	20.26	692.22	21.86	762.14	24.07
Production Technician	PT	591.65	18.68	717.04	22.64	792.79	25.04	893.38	28.21	963.29	30.42
Stores	ST	591.65	18.68	616.46	19.47	641.71	20.26	742.30	23.44	812.21	25.65
Line Mechanic	LM	673.07	21.25	792.79	25.04	817.62	25.82	893.38	28.21	963.29	30.42
Maintenance Fitter	MF	673.07	21.25	792.79	25.04	817.62	25.82	893.38	28.21	963.29	30.42
Toolmaker	TM	679.89	22.04	792.79	25.04	817.62	25.82	893.38	28.21	963.29	30.42

Note: The rate of pay for part-time employees is calculated by dividing the weekly rate of pay of a permanent employee for the relevant classification by the part-time employee's contracted hours of work.

COMPETENCY BASED PAY RATES											
Effective FPP on or after 9 June 2006											
Stream		Level 1		Level 2						Level 3	
				Grade 1		Grade 2		Grade 3			
		Permanent (weekly)	Casual (hourly)	Permanent (weekly)	Casual (hourly)	Permanent (weekly)	Casual (hourly)	Permanent (weekly)	Casual (hourly)	Permanent (weekly)	Casual (hourly)
Production Operator 1	PO1	582.25	17.68	589.05	18.60	615.31	19.43	641.12	20.25	713.83	22.54
Production Operator 2	PO2	608.52	18.48	641.12	20.25	667.38	21.08	719.91	22.73	792.62	25.03
Production Technician	PT	615.31	18.68	745.72	23.55	824.50	26.04	929.11	29.34	1001.82	31.64
Stores	ST	615.31	18.68	641.12	20.25	667.38	21.08	771.99	24.38	844.70	26.67
Line Mechanic	LM	699.99	21.25	824.50	26.04	850.33	26.85	929.11	29.34	1001.82	31.64
Maintenance Fitter	MF	699.99	21.25	824.50	26.04	850.33	26.85	929.11	29.34	1001.82	31.64
Toolmaker	TM	725.80	22.04	824.50	26.04	850.33	26.85	929.11	29.34	1001.82	31.64

Note: The rate of pay for part-time employees is calculated by dividing the weekly rate of pay of a permanent employee for the relevant classification by the part-time employee's contracted hours of work.