

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/279**

**TITLE: Process Engineering Technologies Pty Ltd Transwater (Contract 15020) Enterprise Agreement 2000**

**I.R.C. NO:** 2000/4409

**DATE APPROVED/COMMENCEMENT:** 8 September 2000/ 1 August 2000

**TERM:** #24 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 25

**COVERAGE/DESCRIPTION OF  
EMPLOYEES:** Applies to all employees engaged in the provisions of mechanical and electrical maintenance services for the contract on site

**PARTIES:** Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch -&- Electrical Trades Union of Australia, New South Wales Branch, Process Engineering Technologies Pty Ltd

~~"WITHOUT PREJUDICE"~~

**PROCESS ENGINEERING TECHNOLOGIES PTY LTD TRANSWATER  
(CONTRACT 15020)  
ENTERPRISE AGREEMENT, 2000**

~~DRAFT 4  
Without Prejudice~~

The Process Engineering Technologies Pty Ltd Transwater (Contract 15020)  
Enterprise Agreement is made pursuant to Part 2 of Chapter 2 of the  
*Industrial Relations Act 1996 (NSW)*

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## PART A

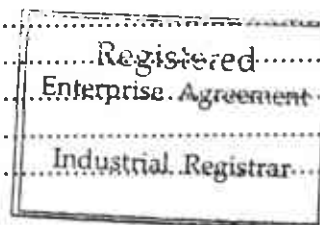
### 1. TITLE

This agreement shall be known as the Process Engineering Technologies  
Pty Ltd Transwater (Contract 15020) Enterprise Agreement 2000.

### 2. ARRANGEMENT

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**3. DEFINITIONS**

"Employer" shall mean Process Engineering Technologies Pty Ltd.

"Unions" shall mean the Australian Manufacturing Workers' Union and the Electrical Trades Union of Australia New South Wales Branch.

"Contract" shall mean the contract between PET and Transwater branch of Sydney Water Corporation for the provision of maintenance services Transwater facilities North East Zone (contract # 15020).

**4. PARTIES**

The parties to this agreement are:

Process Engineering Technologies Pty Ltd;

The Australian Manufacturing Workers' Union; and

The Electrical Trades Union of Australia New South Wales Branch

**5. COVERAGE AND NOMINAL TERM**

5.1. The enterprise agreement shall apply to all employees of Process Engineering Technologies who are:

5.1.1 employed in the provision of mechanical and electrical maintenance services for the Contract on site; and

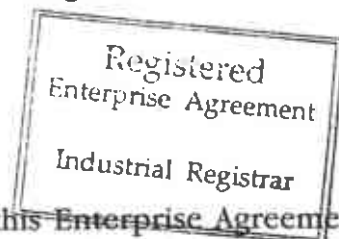
5.1.2 otherwise engaged in accordance with the parent awards referred to in sub clause 6.1

5.2 All new employees will be employed under the terms of this agreement.

5.3 This agreement shall apply on and from 1 August, 1999 and shall remain in force until 30 July, 2001.

**6 RELATIONSHIP TO PARENT AWARD**

6.1 It has been determined by the parties that this Enterprise Agreement shall be read wholly in conjunction with Metal and Engineering Industry (New South Wales) Interim Award and the Electrical,



Electronic & Communications Contracting Industry (State) Award (the 'Parent Awards') and provided that where there is any inconsistency, the Enterprise Agreement shall take precedence unless otherwise specified.

6.2 Existing over award payments and conditions of employment shall continue to apply as if they were a term of this agreement except where expressly stipulated terms of this agreement provide otherwise.

6.3 Any new facilitative arrangement that may be incorporated in the Parent Awards, shall not be used during the life of this agreement except by agreement between the company and the Unions party to this agreement.

## 7. PURPOSE

The purpose of this agreement is to provide the framework for the continuous improvement of the maintenance operations of the company in an efficient, flexible and productive manner consistent with best practice initiatives.

The company, the union and the employees recognise that change be introduced in a constructive, managed manner in order to secure the future viability of the company and hence, long term security of the employees, together with a safe, fair and equitable working environment.

## 8. HOURS

### 8.1. Hours of work

8.1.1. The ordinary hours of work for day workers shall be 38 hours per week or an average of 38 per week to be worked on one of the following bases:

8.1.2. 38 hours within a work cycle not exceeding seven consecutive days; or

8.1.3. 114 hours within a work cycle not exceeding twenty one consecutive days; or

8.1.4. 152 hours within a work cycle not exceeding twenty-eight consecutive days.

8.2 Provided that the work cycle may differ to those listed in 8.1.1 above as to all or a section of employees by mutual agreement between PET and the relevant Union.



### 8.3 Days of work

8.3.1 The ordinary hours of work prescribed by this clause may be worked on all or any days of the week Monday to Friday inclusive.

### 8.4 Spread of Hours

8.4.1 The ordinary hours of work shall be between 6:00am and 6:00pm at the discretion of the employer and, except for meal breaks, shall be worked continuously.

8.4.2 The spread of ordinary hours will not be changed except by agreement between PET and the majority of employees

### 8.5 Maximum Daily Hours

8.5.1 The maximum number of daily ordinary hours to be worked shall not exceed 8 on any day. Provided that the maximum number of daily ordinary hours may be varied to a maximum of 10 per day.

8.5.2 RDO hours shall be taken in accordance with the relevant Parent Award provisions and may be accrued to a maximum of 5 days.

### 8.6 Meal Breaks

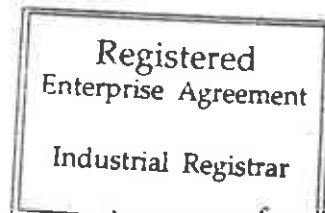
8.6.1 Meal breaks shall be taken in accordance with the relevant Parent Awards.

## 9 WAGES

9.1 An employee's base rate of pay shall be the ~~appropriate rate of pay~~ as set out in Table One of Part B – Monetary Rates of this agreement.

9.2 The base rate of pay represents a minimum 5% increase per annum in the first year and a 3.5% increase for the second year of the agreement. The first increase shall apply from 1 August, 1999 and the second 3.5% increase from 31 August 2000.

9.3 The base rates of pay set out in this agreement are inclusive of the following allowances:



Fares, Confined Spaces and Dirty Work Allowance;

and shall be paid for all purposes of the Award.

9.4 The following payments are above the base rates where applicable:

Tool Allowance, Electrical Licence Allowance, First Aid Allowance, Sanitary Allowance and MERT (MERT in accordance with Clause 28.2).

9.5 It is understood by all parties to this agreement that employees employed between August 1998 and August 1999 will receive a gross payment of \$250 in consideration of the alleged claims by the AMWU of the non-payment of the appropriate tool allowance pursuant to the relevant parent award. This payment will be made in the first pay period immediately following the signing of this agreement and shall constitute full and final settlement of all existing and any future claims for any employee covered by this agreement, whether eligible for this payment or not, relating to any alleged underpayment of wages, due to the payment of an "all-up rate of pay" for the period of operation before the signing of this agreement.

## 10. RECLASSIFICATION AND COMPETENCY

### 10.1. Reclassification:

10.1.1. As a priority item following the signing of the agreement, the parties will implement a Competency Standard using the 5-step process from the Metal and Engineering Implementation Guide. Employees will be classified in accordance with the agreement.

10.1.2. To facilitate this process, the company will manage the following:

- i. Information sessions for all employees; and
- ii. A consultative committee with representatives from all maintenance areas to work through the process model.

10.1.3. Increases to rates of pay arising from re-classification in accordance with this clause will take effect from 1 January, 2000. However, reclassification will only occur providing employees will be reclassified subject to their skills and the company's requirement to utilise such skills.

10.1.4. The process will be undertaken by the Manufacturing Industry Skills Training & Assessment Services ('MISTAS') as agreed between the Company and relevant union's and will be as follows:

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**i. Step 1 – Consultation**

Discussion with key people. The key people will be made up of the following:

- (a) MISTAS representative;
- (b) Company representative;
- (c) 4 appropriate employee representatives (these people will be agreed upon by the Unions and the Company and will be selected based on their experience and knowledge of all Company sites;
- (d) 1 Union representative if required.

This group will be referred to as the "Validation Group".

**ii. Step 2 – Skills analysis and redesign**

Key People make list of key duties in the three broad categories of work performed at the Company.

This step involves a visit to a Company site.

**iii. Step 3 – Matching skill requirements to competency standards**

Analysis of the skills and knowledge needed to carry out the work in your enterprise.

Work requirements, identified in Step 2 above, are matched to the corresponding competency units in the competency standards.

This step is performed by MISTAS and will result in a document matching skills and knowledge of the enterprise to the competency units.

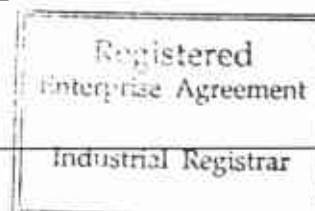
**iv. Step 4 – Skills Audit**

All employees will be required to self assess their knowledge and skills against the document developed in Step 3.

The employees self assessment will then be validated by the "Validation Group"

**v. Step 5 – Implementation**

Review of each employee's classification under the agreement.





Employees not satisfied with their classification may request re-validation of their assessment. This process will be performed by agreement between the Company and the Union.

vi. Step 6 - Retrospective payment

If an employee is re-classified and is therefore entitled to be paid at a higher grade the resulting increase will be back dated to 1 January, 2000 in accordance with clause 10.1.3

10.1.5 Individual grievances will be referred to the dispute avoidance procedure in the enterprise agreement only after the steps in 10.1.4 above are followed. This grievance should be resolved quickly to the mutual satisfaction of all concerned.

10.2. Job Profiles:

10.2.1. The development and agreement of job profiles will take place in accordance with the above process.

10.2.2. Base Trade will be 100% and 96 points as contained in Part B- Monetary Rates and Classification Structure.

10.3. The Company and the Unions agree that a new classification structure:

10.3.1. will not reduce conditions of employment of any employee.

10.3.2. Employees will be transferred to the classification structure contained in this agreement with no loss of pay.

10.3.3. Those employees with a higher rate than contained in the classification structure will have their rate red circled and receive the wage increases contained in clause 9 of this agreement.

10.4 Time frame for implementation

10.4.1 Steps 1, 2, and 3 will commence on Tuesday 5 September, 2000;

10.4.2 Step 4 will take place on Wednesday 13 September, 2000.

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- 10.4.3 Step 5, that is, implementation of re-classification only, will take place during the week immediately following Wednesday 13 September, 2000, providing in each case step 4 has been completed; and
- 10.4.4 Step 6 will take place in the first full pay period commencing 20 September, 2000.

## **11. ALLOWANCES**

- 11.1. Excess Fares shall be paid in accordance with Relevant Parent Awards.
- 11.2. First Aid
- 11.2.1 First aid allowance as set out at item 5 of Table 2 of Part B – Monetary Rates of this agreement will be payable to the elected first aid officer/s nominated for the site.
- 11.2.2 PET will endeavour to have 2 trained first aiders on each site but will have a minimum of 1 per site.
- 11.3. Sanitary allowance will be paid only to those working on Sewerage Treatment Plants.

## **12. STANDBY ALLOWANCE**

- 12.1. Payment of a set amount of \$90 when a call-in is carried out after hours in addition to the overtime payment.
- 12.2. The overtime payment referred to in 12.1 is a 4 hour minimum at the appropriate overtime rates.
- 12.3. If required a 10 hour break between the finish of the call-in and the start of the regular day work will be provided.

## **13. PAYROLL DEDUCTIONS (Union Fees)**

- 13.1. The company will provide payroll deductions for the payment of union fees for those employees who require this facility. Deduction will only be made providing the necessary "Authority to Deduct" form (provided by the union) has been submitted to PET.

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## 14. VEHICLES

- 14.1. PET provided vehicles are the property of PET and will be allocated on the basis of usage kilometre and need requirements.
- 14.2. PET will, where required, swap, move or replace vehicles based on the above.

## 15. CLOTHING

### 15.1. Employees shall be provided with:

- i. Five shirts/trousers or five pairs of overalls; - Yearly
- ii. Safety shoes; - Yearly
- iii. Hard hat; and - 3 years or wear and tear
- iv. Jacket (Bluey) – wear and tear
- v. Wet weather gear Jacket / Trousers – wear and tear
- vi. Broadbrim hat – wear and tear
- vii. Ear muffs – wear and tear
- viii. Safety glasses – wear and tear

and any other protective clothing required to ensure the health and safety of the employee whilst at work.

- 15.2. At the discretion of PET the items provided by this sub-clause will be supplied either on an annual or 'wear' and 'tear' basis.

#### 15.2.1. For the purposes of this clause 'wear' and 'tear' basis shall mean;

- i. The item is no longer providing protection; and
- ii. The worn item is provided to PET.



## 16. CASUAL AND CONTRACT LABOUR

- 16.1. All contractors and casual labour working in or in connection with the coverage of this agreement shall receive no less than the minimum rates prescribed in Part B – Monetary Rates of this agreement.
- 16.2. Casual employees employed subject to this clause will receive a casual loading of a minimum of 20% in addition to the rates of pay prescribed in Part B – Monetary Rates. The 20% loading includes payment for an additional one-twelfth loading of the ordinary time casual hourly rate as prescribed by the Annual Holidays Act 1944.

16.3. Notwithstanding 15.2 PET may use casual and contract labour subject to organisational requirements provided the following consultative procedure is followed;

16.3.1. The supervisor in conjunction with site personnel make in the initial request for additional labour to the management. The management will inform the supervisor and or site personnel of the arrival on site of the casual contract labour.

16.3.2. Disputes over the use of casuals and or contractors will be conducted in accordance with clause 30 of this agreement "Dispute Resolution Procedures".

## 17. APPRENTICES AND TRAINEES

17.1. Apprentices and trainees will be covered by this agreement in accordance with subclause 5.1 providing that an apprentice or trainee will receive the appropriate percent or proportion of the minimum rates of pay as they would under the relevant Parent Awards. As provided in Part B – Monetary Rates of this agreement.

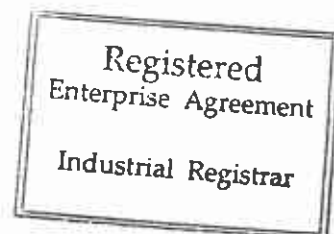
## 18. SICK LEAVE

18.1. Employees shall be entitled to sick leave in accordance with the Relevant Parent Awards

## 19. CARERS LEAVE

19.1 Use of Sick Leave

- (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 23, Sick Leave, of the Metal and Engineering Industry (New South Wales) Interim Award published 2 August 1991 (264 I.G. 536) as varied, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.



- (b) The employees shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being:
    - (a) a spouse of the employee; or
    - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
      - 1. "relative" means a person related by blood, marriage or affinity;
      - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
      - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person



requiring care and that persons relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### 19.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

#### 19.3 Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

#### 19.4 Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

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## 19.5 Make-up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

## 19.6 Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

## 20. BEREAVEMENT LEAVE

20.1. An employee shall be entitled to a maximum of three days leave without loss of pay on each occasion of the death of a person referred to in the relevant parent award.

20.2. With the exception of 20.1 above, bereavement leave shall be taken in accordance with relevant parent award to this agreement.

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## 21. JURY SERVICE

- 21.1. Employees required to attend for jury service during their rostered working hours shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of their absence for such jury service and the amount of wage they would have received in respect of the ordinary hours they would have worked had they not been on jury service. Employees shall notify the company as soon as possible of the date upon which they are required to attend for jury service. Further, employees shall notify the company proof of attendance, the duration of such attendance and the amount received in respect of such jury service before the company will make payment.

## 22. ACCIDENT PAY

- 22.1. "Accident Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to relevant workers compensation legislation and the employee's appropriate rate of pay as prescribed in Part B – Monetary rates of this agreement
- 22.2. Accident pay as defined above will be provided to an employee for up to 26 weeks during the period in which the employee is in receipt of workers compensation.

## 23. LONG SERVICE LEAVE

### 23.1. Entitlements

- 23.1.1. Each employee shall accrue long service leave in accordance with the *Long Service Act 1955* (NSW) (the 'Long Service Leave Act').
- 23.1.2. An employee whose service commenced after 1 April 1963 is entitled to 2 months leave for 10 years continuous service. Further long service leave of 1 month accrues after each 5 years of service. A month is defined as 4 1/3 weeks.

### 23.2. Pro Rata Entitlement

- 23.2.1. Employees are entitled to a pro rata payment when they have completed between 5 and 10 service, where the employment is terminated due to the following reasons:





- i. By the employer for any reason other than serious and wilful misconduct; or
- ii. By the employee because of illness, incapacity, domestic or other pressing necessity; or
- iii. Due to the death of the employee.

### 23.3. Taking Leave

23.3.1. When taking the leave, the employee shall give at least 1 months notice of the date from which it is proposed that the employees long service leave will be taken. On the provision of such notice, leave shall be granted by PET, subject to the needs of the employers establishment. Provision of such notice may be waived where agreement on the taking of leave is reached between the employee and PET.

23.3.2. PET may instruct an employee to take long service leave with the provision of 1 months notice.

## 24. TRAINING

24.1. In recognition of the importance of continual skill development of each employee and the future and current operational needs PET. PET is committed to ensuring that training is available to employees by mutual agreement.

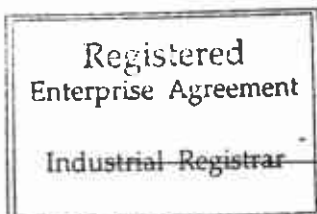
24.2. Training will be offered to employees subject to mutual agreement and the following:

24.2.1 the training is relevant to the needs of the organisation; and

24.2.2 the training will provide assistance to the employee's career development within the company.

24.3. Notwithstanding, the mutual agreement required by subclause 24.2 an employee will undertake such training and retraining as required by the employer.

24.3.1. The employer upon production of a receipt will reimburse costs associated with courses incurred by an employee, if mutual agreement is reached in accordance with Clause 23.2.



24.3.2. Training will be carried out under normal situation within the employee's ordinary hours of work.

## **25. SHOP STEWARDS**

25.1. An employee appointed as the shop steward within PET for the duration of the contract shall notify PET that they are the appointed shop stewards. Upon notification PET will recognise the appointed shop steward as the accredited representative of the union to which he/she belongs. The appointed shop steward shall be allowed the necessary time during working hours to:

25.1.1 interview the representative of PET on matters affecting employees who he/she represents; and

25.1.2 subject to prior approval of the employer an accredited shop steward shall be allowed at a place designated by the employer a reasonable period of time during working hours to interview a duly accredited official of the Union, to which they belong, on legitimate union business.

## **26. TRADE UNION TRAINING LEAVE**

26.1 Subject to subclause 25.3 of this Clause, an employee appointed or elected as an accredited representative of the Unions ('as defined') to which he/she belongs shall upon application in writing be granted up to five days per annum for the purpose of trade union training leave without loss of pay.

26.2 Nothing in this clause requires that all five days available must be used each year by the employee and the balance of days remaining and the days available for trade union training leave will not accumulate from year to year.

26.3 Granting trade union training leave will be subject to mutual agreement between the employer and the employee. Such agreement will take account of the operational needs of the organisation and course dates at the time.

## **27. RIGHT OF ENTRY**

27.1. Right of Entry shall be in accordance with the client's site visitor's Policy, that is, upon arrival the union official shall present at the front

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office to sign the visitors book and notify P.E.T management of their presence on site. The union official shall be allowed to interview union members in company time provided the operational needs of the business are not unreasonably affected.

- 27.2 Except for the provisions of 27. Part 7 – “Entry and Inspection by Officers of Industrial Organisations” of the *New South Wales Industrial Relations Act 1996* will apply.

## 28. SUPERANUATION

### 28.1. Definitions

28.1.1. Unless the contrary intention appears, an expression used in this clause has the same meaning as it has in the Superannuation Guarantee (Administration) Act 1992 (the ‘Superannuation Act’)

28.1.2. “ordinary time earnings” is the rate of pay referred to in Clause 9.1 of the agreement

28.1.3. “eligible employee” shall mean an employee whose ordinary time earnings are more than \$250.00 per calendar month.

28.1.4. “NESS” shall mean N.S.W Electrical Superannuation Scheme (No. 1).

28.1.5. “STA” shall mean Superannuation Trust of Australia.

### 28.2. Contributions

28.2.1 The employer must contribute to superannuation at not less than the percentage of ordinary time earnings specified in the Superannuation Guarantee Charge Act 1992 and related legislation. This level of contribution shall be made in respect of all eligible employees.

28.2.2 The contributions are currently a minimum 7% from 1 July 1998, rising to 8% from July 1 2000.

28.2.3 The contributions shall be made into NESS or STA.

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28.2.4 The contributions shall be made monthly or more frequently.

28.2.5 The contributions continue until the eligible employee/s employment is terminated or until it is no longer lawful to make contributions.

28.3 Except for the provisions of this clause the relevant parent awards shall apply.

## 29. REDUNDANCY

29.1 Redundancy provisions shall be in accordance with the "Electrical, Electronic & Communications Contracting Industry (State) Award" and the "Metal and Engineering Industry Redundancy (State) Award".

29.2 PET will make contributions to MERT on behalf of employees (other than apprentices and trainees) at the rate of \$48 per week worked. Such payment will offset any payment required in accordance with clause 29.1 above.

29.3 PET, the Unions and employees, parties to this agreement, agree that that the payment of redundancy at that the rate of \$46 per week has been paid to all employees for the period up to 15 February 2000. This payment is an offset for any payment required in accordance with 29.1 for that period.

29.3 In addition to the provisions as per clause 29.1 upon redundancy unpaid sick leave accrued will be included in the final payment.

## 30. TERMINATION OF EMPLOYMENT

30.1. Termination of employment shall be in accordance with the notice provisions of the *Australian Workplace Relations Act 1996*. The notice provisions set by Section 170CM(2) are:

Employee's period of continuous service with the employer	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks

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More than 5 years

At least 4 weeks

**Note:** the period of notice granted will be increased by 1 week if the employee:

- i. is over 45 years old; and
- ii. has completed at least 2 years of continuous service with the employer.

30.2. At the time of termination the employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to an employee a written statement specifying the period of his or her employment and the classification of, or the type of work performed by the employee.

### 31. DISPUTE RESOLUTION PROCEDURE

31.1 The parties to this agreement are committed to resolving grievances through open communication and to achieving a prompt resolution of any grievance. A grievance shall be dealt with in the following manner.

31.1.1 The employee(s) shall attempt to solve the grievance with their immediate supervisor.

31.1.2 Should the matter remain unresolved, or where discussion with the immediate supervisor would be inappropriate, the employee(s) will notify the Manager or a nominated person of the grievance.

31.1.3 The Manager or a nominated person shall arrange a meeting with the employee within 7 days of the notification, or as otherwise agreed to attempt a resolution of the grievance.

31.1.4 The employee will be entitled to have a union representative or nominee present during any of these stages.

31.1.5 Should the matter remain unresolved the matter may be referred to the Industrial Relations Commission of NSW for conciliation and arbitration, in accordance with the *Industrial Relations Act 1996*.

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31.2 While these processes are being followed the parties shall be committed to avoid stoppages of work, lockouts or other bans or limitations on the performance of work and the employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the enterprise.

### **32. NO EXTRA CLAIMS**

32.1. The employer and the unions agree that they will not, for the duration of this agreement, pursue any extra claims except where such claims are consistent with State Wage Case Decisions.

32.2. Increases granted through future State Wage Case decisions shall be offset against the minimum rates prescribed by Part B – Monetary Rates of this agreement.

### **33. RENEGOTIATION**

33.1. The employer and the unions agree to commence negotiations for a replacement agreement no later than 3 months prior to the expiry of this agreement.

33.2. Subject to this agreement, the employer and the unions agree that they shall bargain collectively in relation to any matter, whether arising from this agreement or not, and in relation to the renewal, extension, variation or renegotiation of this agreement.

### **34. CONSULTATIVE COMMITTEE**

34.1. The parties agree to establish a consultative committee to assist the parties improve the productivity, efficiency and to provide for the effective involvement of union members in the decision making process. The committee will consist of an equal number of employer representatives and employee representatives.

34.2. The objects of the committee are to investigate, determine and make recommendations on the matters including but not limited to:

34.2.1. Introduction of new technology;

- 34.2.2. Changes to work organisation;
  - 34.2.3. Quality ;
  - 34.2.4. Productivity improvement; and
  - 34.2.5. Customer service improvements.
- 34.3. Employee representatives on the committee will have adequate time and access to the persons they represent:
- 34.3.1. Prior to the committee meetings to prepare for agenda items; and
  - 34.3.2. Following committee meetings to report back, when necessary, on issues discussed.
- 34.4. The consultative committee will also assist in the role in site training requirements. The committee will ensure an equitable balance of company and employee issues in the preparation, delivery and evaluation of training programs. In addition to these tasks the committee shall also assist:
- 34.4.1. In the development of job profiles;
  - 34.4.2. Monitoring the effectiveness and relevance of training initiatives;
  - 34.4.3. Providing information on specific matters relating to training; and

**34.4.4. Promote learning in the workplace.**

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35. SIGNATORIES

Signed for and on behalf of Process Engineering Technologies Pty Ltd  
Transwater (Contract 15020).

N. Chadwick  
(Signature of Witness)

Peter Ryan  
(Signature)

N. CHADWICK  
(Name of Witness)

4.9.00  
(Date)

Signed by the Australian Manufacturing Workers' Union on behalf of  
employees to be covered by this agreement.

[Signature]  
(Signature of Witness)

[Signature]  
(Signature)

Signed by the Electrical Trades Union on behalf of employees to be covered  
by this agreement.

[Signature]  
(Signature of Witness)

[Signature]  
(Signature)



**PART B – MONETARY RATES**

**Table 1**

<b>Classification</b>	<b>Classification Base Rate</b>	<b>From 1/08/1999</b>	<b>From 31/08/2000</b>
		5.00%	3.50%
PET 0	\$15.58	\$16.36	\$16.93
PET 1	\$16.36	\$17.18	\$17.78
PET 2	\$17.18	\$18.04	\$18.67
PET 3	\$18.81	\$19.75	\$20.44
PET 4	\$19.63	\$20.61	\$21.33
PET 5	\$20.45	\$21.47	\$22.22

**36. Table 2**

<b>Hours of work Allowances</b>	<b>38 Rate/week</b>	<b>Rate/hour</b>	<b>To be Included in All-Purpose rate?</b>
Tool	\$10.20	\$0.27	Y
Electrical License	\$24.70	\$0.65	Y
Sanitary	\$9.88	\$0.26	N
First Aid	\$9.50	\$0.25	N
MERT	\$48.00	\$1.26	N

**Table 3**

**Apprentice & Trainee Rates**

<b>Apprentice Level</b>	<b>From 1/08/1999</b>	<b>From 31/08/2000</b>
1st Year	\$7.22	\$7.47
2nd Year	\$9.44	\$9.78
3rd Year	\$12.88	\$13.33
4th Year	\$15.12	\$15.65

