

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/47

TITLE: Pacific Mirror Image Sydney Enterprise Bargaining Agreement, 1999

I.R.C. NO: 99/6817

DATE APPROVED/COMMENCEMENT: Approved 11 January 2000 and commenced 1 July 1999

TERM: 3 years

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 10 March 2000

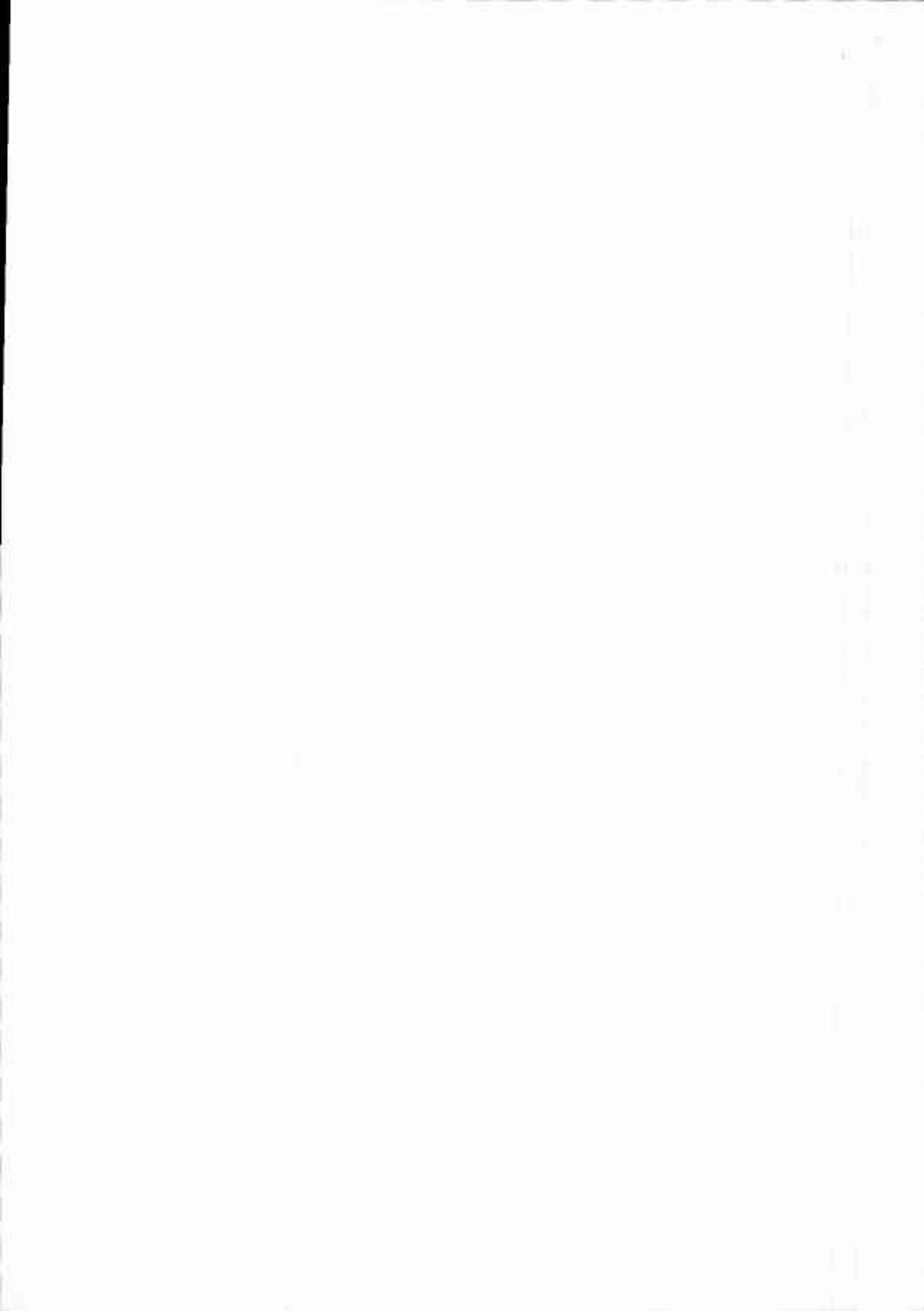
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COVERAGE/DESCRIPTION OF

EMPLOYEES: It applies to approximately 80 employees who will be covered by the Agreement, whilst the other employees hold managerial and secretarial positions and are not covered by the Agreement

PARTIES: Pacific Mirror Image -&- The Gramophone Record Industry Union of New South Wales

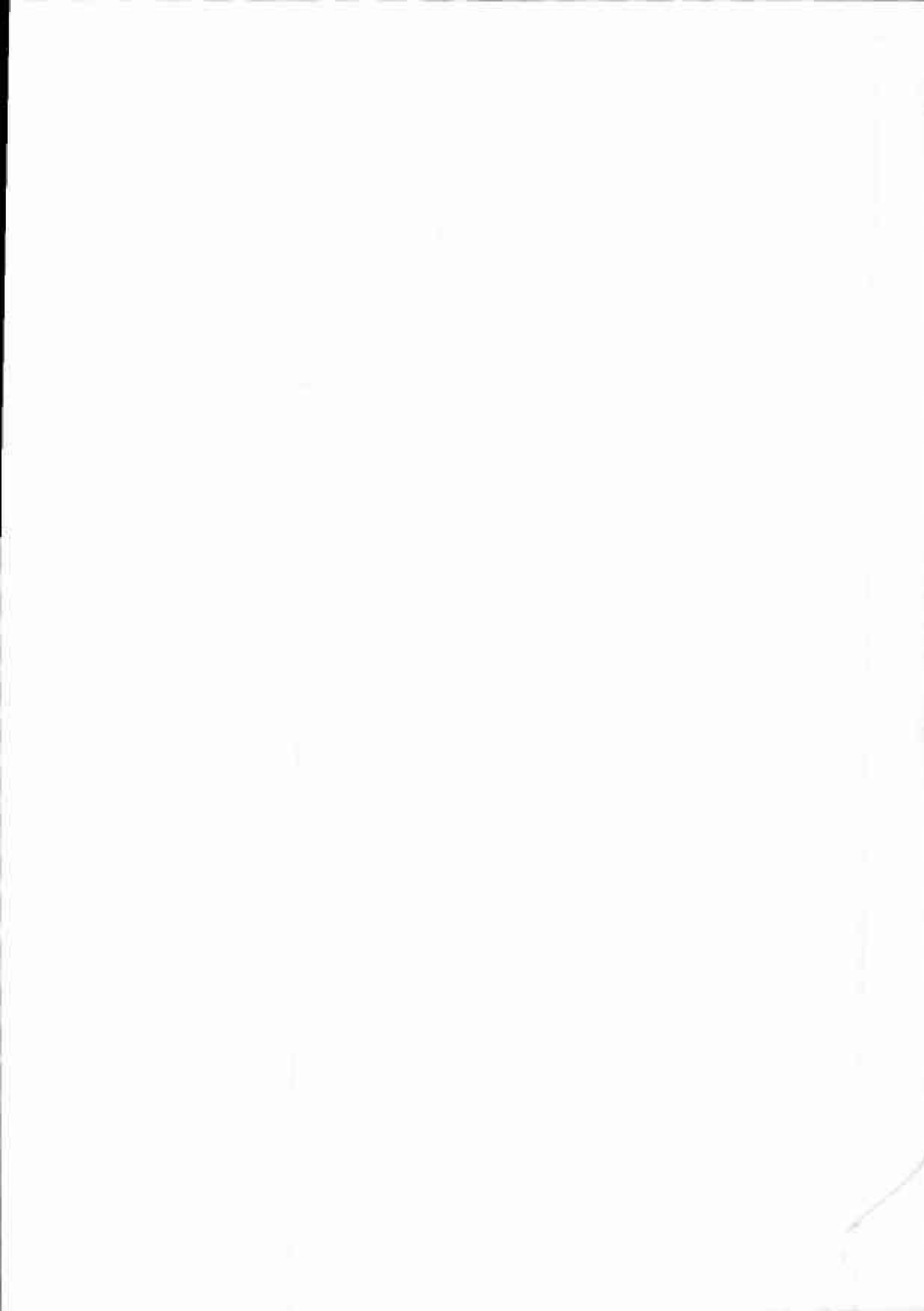


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Bargaining
Agreement,
1999.***

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A broadbanding exercise has been completed. Jobs have been grouped as follows:

SKILLS STRUCTURE - PMI VIDEO

Production Operator - Level 0

- Entry Level - No prerequisite PMI work skills necessary.
- Basic Literacy, Numeracy and Comprehension.
- Able to work shift work on a flexible basis on this and future levels.
- A period of three (3) months probation applies.

Applicable positions:

Real Time Tape Prep. Entry level

Clean Room Tape Prep. Entry level

Recycling Operator Entry level

Manual Packer Entry level

Production Operator - Level 1

- Possesses Previous levels prerequisites.
- Possesses core skills.

Note: Core skills are defined as: 'P.M.I. specific' policies including safety, security, quality and general working conditions to be communicated during initial training.

- Able to work under minimal supervision at a basic level within a single operational area.

Applicable positions:

Real Time Tape Prep

Clean Room Tape Prep

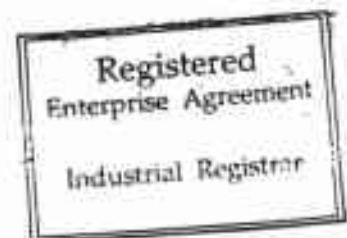
Manual Packers

Recycling Operator

Production Operator - Level 2

- Possesses core skills.
- Able to work under minimal supervision at a medium level.
- Able to direct and organise Level 1 operators within the relevant area and maintain correct PMI standards.

Applicable positions:



Senior Real Time Tape Prep

Clean Room Senior Prep

Packing Operator

Cleaner

Production Operator - Level 3

- Possesses core skills.
- Able to work without supervision at an advanced level within designated area.

And/Or

To be considered to have the ability to be trained in any other area of the company.

- Has a general understanding of the production requirements applicable to the operational area in which he or she works, and
- Is able to provide leadership and demonstrate required tasks to new staff members.

Applicable positions:

R/T Tape Inspector

Store person

Clean Room Operator Level 1

Production Operator - Level 4

- Possesses Core Skills.
- Has a thorough understanding of the production requirements applicable to the operational area in which he or she works.
- Able to judge acceptable quality levels applicable to the operational area of employment.
- Able to carry out basic operational troubleshooting within the area of employment.
- If applicable to carry out equipment troubleshooting at a basic level as required.



PART I - APPLICATION AND OPERATION OF AGREEMENT

1.0 AGREEMENT TITLE

This Agreement shall be known as the PACIFIC MIRROR IMAGE SYDNEY ENTERPRISE BARGAINING AGREEMENT , 1999.

1.1 AGREEMENT vs AWARD

Where there is inconsistency between this agreement and the award, the agreement prevails.

1.2 COVERAGE OF AGREEMENT AND PARTIES BOUND

This Agreement is binding on the following parties engaged on any operation in or in connection with or incidental to the handling, preparation, manufacture, storage and distribution of Video media products:

- Showads Omega Pty Ltd trading as Pacific Mirror Image - ^{herein} hereinafter called the company.
- Employees of the company at 1A and 2A Woodcock Place Lane Cove NSW 2066, or in future greenfield sites.
- The Gramophone Record Industry Union (GRIU) - herein after called the Union.

1.3 AGREEMENT OBJECTIVES

This Agreement is to regulate and provide for the terms and conditions of employment for all employees of the company.

The Agreement provides modern employment conditions within an industry identified as a continuing stable industry.

Flexibility and ownership by employees of the objectives of the business are vital ingredients to the success of the company and indeed the industry in Australia. Over-regulation reduces the companies capacity to meet emerging needs.

Underlying this Agreement is acceptance and commitment to core values which are fundamental to the company's success. These values are:

- To ensure a consistent quality output to world's best standard.
- The involvement of all employees individually and through teamwork to attain the company's goals.
- A focus on continuous improvement and customer service.
- Trust, open and honest 2 way communication.

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- To encourage initiative and provide opportunities for personal development and to improve living standards.
- To maintain harmonious relationships with the community and conduct our business within the communities legal and moral obligations.

1.4 COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION

This Agreement shall apply from the 1 July 1999 and remain in force for a period of 3 years.

1.5 COMMITMENTS BY AGREEMENT PARTIES

The company will provide employment, training and personal growth opportunities along with the desire to foster positive and productive working relationships.

In exchange the employees agree to work at the discretion of the company in any position they have the skill and training to do and at the best of their ability contributing to safety, product quality and positive relationships with management and others.



PART 2 - CONSULTATION AND DISPUTE RESOLUTION

2.0 CONSULTATIVE COMMITTEE AND MECHANISM

For the purpose of facilitating improved productivity and consistent with providing better job and career opportunities a Workplace Advisory Team ("WAT") will be established .

The Team shall consist of management and employee representatives. Employee representatives will be elected, hold office for an agreed period and receive training appropriate to the efficient functioning of the WAT and the enhancement of individual skills.

The WAT shall meet on any matter consistent with its member developed charter, be advisory in nature and shall meet in a manner and frequency agreed in the charter.

Matters raised by either the company, employees or union consistent with this part shall be processed through the committee and upon agreement, if appropriate, presented to the company for consideration and approval.

Security and confidentiality of commercially sensitive information obtained by participants is a condition of membership of the WAT.

Any disputes arising out of the implementation of this subclause shall be referred to the Continuity of Operation and Dispute Resolution Procedures Clause (2.2).

2.1 CONSULTATION ON MAJOR CHANGE IN THE WORKPLACE

2.1.1 Company's Duty of Notice

- (i) Where the company has made a definite decision to introduce major changes in production program, organisation, structure, or technology that are likely to have significant effects on employees, the company shall notify the employees who may be affected by proposed changes and their union.
- (ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities of job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

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2.1.2 Company's Duty to Discuss Change

- (i) The company shall discuss with the employees affected and their union inter alia, the introduction of the changes referred to in 2.1.1 (i) and (ii) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.
- (ii) The discussions shall commence as early as practicable after a definite decision has been made by the company to make the changes referred to in 2.1.1 (i) and (ii) hereof.
- (iii) For the purposes of such discussion, the company shall provide in writing to the employees concerned and their union, all relevant information about changes proposed; and expected effects of the changes on employees and any other matters likely to affect employees provided that the company shall not be required to disclose confidential information the disclosure of which would be inimical to the company's interests.

2.2 CONTINUITY OF OPERATION AND DISPUTE RESOLUTION

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

- (i) Issues in dispute will be resolved between the employees and their immediate supervisors.
- (ii) Employees have the option of seeking the assistance of their employee representative to help to resolve the dispute.
- (iii) Should issues remain unresolved, the secretary of G.R.I.U. or nominee and company representative will then become involved.
- (iv) If the matter still cannot be resolved, the matter will be referred to the Industrial Relations Commission.
- (v) In order to allow for the peaceful resolution of grievances, the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.
- (vi) 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 workplace.

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2.3 MAJORITY CLAUSE/PROVISION

If there are any employees who carry out work incidental to manufacturing and/or packing of Video products and the majority of Pacific Mirror Image employees are covered by this agreement, then those employees who are in the minority shall also be covered by the terms and conditions of this agreement.

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PART 3 - EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

3.0 CONTRACT OF EMPLOYMENT

Employment shall be by the week except if employed specifically as a casual or fixed term employee.

3.1 PROBATIONARY EMPLOYMENT

All weekly employees upon gaining employment shall be subject to a 3 months probationary period.

During this period, the employee shall be on trial to ascertain whether they have the required skill and attitude necessary for satisfactory performance in the classification to which they were employed.

During this period the company shall provide all training and direction necessary for the employee to achieve competency.

Should the employee not perform to the satisfaction of the company, their employment may be terminated in accordance with "Termination of Employment" clause 3.6.1.

3.2 EMPLOYMENT CATEGORIES

3.2.1 Casual Employment

A casual is a person engaged by the hour and paid as such. A casual shall be paid a loading of 15 % plus one twelfth calculated on their actual pay rates inclusive of Annual Leave, Sick Leave, Bereavement Leave and Public Holidays in addition to the same rate of pay prescribed for a weekly employee in the same classification.

3.2.2 Fixed Term Employment

A fixed Term employee is employed for a specific task, period or season, which is determined in advance of employment.

The period once determined may be varied by agreement between the employee and the company.

When a fixed term contract has expired due to the passage of time, an employee may be offered a further contract for a fixed term.

A fixed term employee receives all benefits, penalties and loadings in the same way and under the same conditions as a weekly employee.

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3.2.3 Part Time Employment

Part-time employees work a regular number of hours on a set number of days each week. Employment is by the week.

Wages shall be calculated on the basis of the weekly base prescribed in this award for the appropriate classification divided by 38.

All benefits, loadings and penalties that apply to weekly employment shall apply to part-time employment but on a proportionate basis.

3.2.4 Job Sharing

Parties to this agreement are prepared to enter into discussions to accommodate Job Sharing provided that job sharing arrangements are entered into after consultation and mutual agreement with the employees concerned and union and it is not the intention of the company to diminish full time employment.

3.2.5 Multi-Skilling

The company encourages and promotes the development of employees skills and abilities. As such, employees may be required to perform in a variety of positions over the course of their employment. Any employee who fulfills a role at a lower skill level than previously, will suffer no reduction in wages as a result.

3.3 ABANDONMENT OF EMPLOYMENT

An employee not attending for work for a continuous period of 3 working days without notification to the company shall be regarded as having abandoned their employment.

Termination shall be from the last day the employee attended for duty.

In such cases, as the employee is deemed to have terminated service without notice they forfeit wages for the required notice period.

In addition, as the employee has failed to give notice, the company shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.



3.4 REDUNDANCY

This clause shall only apply to weekly employees but not seasonal/fixed term or casuals.

Where the company no longer requires the job to be performed by any one; and

- The employee(s) cannot be offered alternate employment; or
- The employee(s) affected cannot be offered alternate employment within a branch operation of the company in reasonable proximity;

then the company shall notify the union and in accordance with the scale, provide the following redundancy pay:

4 weeks in lieu of notice; plus

4 weeks severance pay; plus

Where the employee is over 45 years of age an extra 1 week severance pay shall apply; plus

3 weeks per year of completed service up to and including 5 years, and 4 weeks per year of completed service thereafter;

The total of all of the above shall be capped at 52 weeks.

"Weeks Pay" means the ordinary time rate of pay.

An employee who terminates their employment during the notice period shall be entitled to the same benefits and payments under this clause calculated to the date of their termination.

Employees who are dismissed without notice for misconduct including malingering, inefficiency or neglect of duty, shall not be entitled to redundancy pay, and in such cases wages shall be paid up to the time of dismissal only.



3.5 TERMINATION OF EMPLOYMENT

3.5.1 General Provisions

Except in the case of casuals, employment shall be by the week.

Employment may be terminated by employees giving the following notice:

<u>Period of Continuous Service</u>	<u>Period Of Notice</u>
1 year or less of service	1 week
1 year of service but less than 3 years of service	2 weeks
3 years of service but less than 5 years of service	3 weeks
5 years of service and over	4 weeks

Payment in lieu of the above notice may be given or payment may be made for all or part of the notice period remaining if the employee has commenced to work the notice.

over 15 years of age clause.
If an employee fails to give notice, the company shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

3.5.2 Termination of Casual Employment

Casual employment may be terminated at any time provided that 1 hours notice is given and 4 hours pay is provided on the final day. Termination of casual employment will be on the premise of the company keeping the most valuable employees; based on performance, ability and attitude, until the last to be terminated. Casuals will not be terminated in a 'first-in last-off' manner.

3.5.3 Summary Dismissal

Notwithstanding the above provisions, the company shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty and in such cases the wages shall be paid up to the time of dismissal only.



PART 4 - WAGES AND RELATED MATTERS

4.0 BASIS OF RATES OF PAY

The rates of pay in this Agreement comprehend all the existing conditions under which work is performed.

The company will supply all necessary tools. On termination, all tools/equipment will be handed in. Replacement cost for tools/equipment issued but not returned to the company will be deducted from the employee's termination pay.

4.1 PAYMENT BY CHEQUE OR ELECTRONIC FUNDS TRANSFER

All employees covered by this Agreement will have their wages paid by cheque or EFT into a nominated bank account or other recognised financial institution.

4.2 CLASSIFICATIONS AND WAGE RATES

The company wage structure will be in accordance with the following classification levels. Generally wages shall be determined by an employee's level of skill and training and the availability of positions (*refer Appendix 2 for pay rates*).

Further detailed work is continuing to define competency standards underpinning the structure.

However as an interim measure, the structure has been stepped off the metal industry classification but appropriate to the Video industry in general and Pacific Mirror Image in particular.

Nothing in this clause prevents the parties from reviewing and upgrading the following classification structure or reclassifying one's classification.

4.3 CLASSIFICATION STRUCTURE - HIERARCHY

MANUFACTURING

Production Operator - Level 7

Production Operator - Level 6

Production Operator - Level 5

Production Operator - Level 4

Production Operator - Level 3

Production Operator - Level 2

Production Operator - Level 1

Production Operator - Level 0 (Entry level)

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Applicable Positions:

Tape Inspection Section Leader

Clean Room Operator 2

Real Time Tape Operator

Rework & Faulty Returns Coordinator

Packing senior operator

Artwork & Distribution Coordinator

PMI courier

Production Operator - Level 5

- Possesses core skills
- Able to act as Team leader/Supervisor in a designated section if required.
- Able to comprehensively interpret production requirements as specified on Job Bags and Schedule.
- Able to judge acceptable quality levels applicable to the area of employment.
- Able to provide a first line response to production, operational or quality problems that may arise in the area.
- Able to carry out advanced operational troubleshooting within the area of employment.
- If applicable carry out equipment troubleshooting at a medium level as required.

Applicable Positions:

Post QC

Senior Real Time Operator

Senior Clean Room Operator

Packing Team Leader

Artwork Controller

Receiving/Purchasing Clerk

Senior Storeperson

Despatch Clerk



Production Operator - Level 6

- Possesses core skills either Technical Operational or Organisational.
- Able to be pro-active supervisor for a work team.
- Able to instruct, implement and demonstrate Quality Assurance procedures.
- Able to comprehensively interpret production requirements as defined by the Schedules and Job Bags and in accordance with the requirements of the Quality System.
- Able to utilise all available resources including staff and equipment to achieve production targets.
- Able to accurately identify priorities, investigate production problems within the area, liaising with internal suppliers as necessary.
- Able to train staff in the setting up, operation of, and operational troubleshooting of all equipment within the area of employment.
- Able to train staff in the correct procedures for production and quality reporting.
- Able to interpret operating and production data relevant to the area of employment.
- Has an awareness of applicable legislative requirements applying to the employment of staff such as hire and fire, equal opportunity, discrimination etc.
- Possesses effective team building skills e.g. communication, change management and leadership.

Applicable Positions:

Real Time Team Leader

Clean Room Team Leader

Packing Supervisors

Production Operator - Level 7

7b - Post Production Editor

- Possesses high level technical operational and post production skills.
- Able to provide a crucial link between production areas and management and relay concerns of both in a professional manner.
- Able to comprehensively interpret production requirements as defined by the Schedules and Job Bags and in accordance with the requirements of the Quality System.
- Able to structure resources in order to fulfil the requirements of post production.

- Able to accurately identify priorities, investigate production problems within the area, liaising with internal suppliers and customers as well as management in order to maintain expeditious production.
 - Able to train staff in the setting up, operation of and operational trouble shooting of all equipment within the area of employment.
 - Able to train staff in the correct procedures for production and quality reporting.
- 7b - Real Time Coordinator**
- Possesses excellent organisational and operational skills.
 - Able to provide a crucial link between production areas and management and relay concerns of both in a professional manner.
 - Able to comprehensively interpret production requirements as defined by the Schedules and Job Bags and in accordance with the requirements of the Quality System.
 - Able to structure resources in order to fulfil production requirements.
 - Able to accurately identify priorities, investigate production problems within the area, liaising with internal suppliers as well as management in order to maintain expeditious production.
 - Able to train staff in the setting up, operation of and operational trouble shooting of all equipment within the area of employment.
 - Able to train staff in the correct procedures for production and quality reporting.
 - Has undertaken supervisory skills training (or has equivalent competency) in the areas of Human Relations, Train the Trainer and Quality Assurance and Procedure Writing plus Team Leadership and Development.
 - Has an awareness of applicable legislative requirements to the employment of staff such as hire and fire, equal opportunity, discrimination etc.
 - Possessess effective team building skills, e.g. communication, change management and leadership.

7a - Senior Editor

- Possesses skills that encompass those outlined in both positions of level 7b.

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TECHNICAL

Trainee Technician

Technician Level 1

Technician Level 2

Technician Level 3

Technicians levels/rates of pay will be in line with job function and duties. The pay rates will be determined by market value.

4.3.1 Apprentices

Minimum weekly rate for apprentices shall be to the following percentages of tradesperson. (Includes proficiency allowance).

<u>4 year term</u>	<u>%</u>	<u>Adult Apprentice %</u>
1st year	50	80
2nd year	60	85
3rd year	75	90
4th year	90	100

Where a current employee undertakes a Adult Apprenticeship, they shall receive no less than their current rate of pay, from time to time adjusted.

4.3.2 Unapprenticed Juniors

The minimum weekly wage rate for unapprenticed juniors employed in occupations for which apprenticeship is not provided shall be the following % of the Production Operator Level 4.

<u>Years of Age</u>	<u>Minimum Rate</u>
15 - 16 years of age	50%
17 years of age	65%
18 years of age plus	Adult Rate



4.4 ALLOWANCE - MEAL

An employee required to work overtime for more than two hours without being notified of the overtime on the previous day or earlier, shall either be supplied with a meal by the company or paid a meal allowance. The amount of the allowance will be as stipulated by the Award, and will apply to the first meal and each subsequent meal.

Unless the company advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the company shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

4.5 ANNUAL REVIEWS

Each employee will undergo an Annual Review with his immediate Manager and/or Team Leader/Supervisor to discuss performance and progress since commencement and/or the last Review. This Review will not be used as a mechanism for wage adjustments, rather to determine a direction for the future and individual training requirements. Employees may move to the next Skill Level where a position is available, by way of an assessment process which ascertains relevant competencies have been achieved. Further detailed work is continuing to establish both the competencies and the assessment process. Wage adjustments designed to level the playing field in this regard are scheduled for 1 February 2000 (*refer Appendix 2*). No further review of wage levels will be made prior to July, 2000. However, wage levels will be adjusted or absorbed in accordance with increases in minimum Award rates.

If an employee is currently paid in excess of the relevant skill level, he/she will not have a reduction in wages. Future increases above the skills level wage rates are at the discretion of the employer. Similarly, the employer may commence an employee at a pay rate above the relevant level where the individual's experience, skill or market value demands it.

Any employee dissatisfied with the details or results of the Annual Review or the Competency Assessment may seek resolution under Clause 2.2 - "Continuity of Operation and Dispute Resolution".



PART 5 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK AND WEEKEND WORK.

5.0 HOURS OF WORK

5.0.1 Ordinary Hours of Work - Day Work

The Ordinary Hours of Day Work shall not exceed an average of 38 hours per week in a work cycle of up to 152 hours in 28 consecutive days. Provided that where the company requires, a roster system may operate.

Ordinary hours may be worked on any or all days of the week Monday to Friday provided that not more than 12 ordinary hours can be worked on a day. In the case of 12 hour shifts, consultation and agreement with the union will occur prior to introduction.

Ordinary hours shall be worked continuously except for meal breaks at the discretion of the company between 6.00am - 6.00pm.

Although the number of ordinary hour worked in a day will be determined by the company, the actual commencement and finishing times will be determined by agreement between the company and the majority of employees affected. In the absence of agreement the company reserves the right to determine/vary commencement and finishing times with 7 days notice to those affected.

Work outside the span of ordinary hours once fixed or in excess of eight (8) hours per day shall be regarded as overtime.

5.0.2 Ordinary Hours of Work - Shift Work

Definition

Afternoon shift means any shift finishing after 6.00pm and at or before Midnight.

Night Shift means any ordinary hours shift finishing after midnight and at or before 8.00am.

The ordinary hours of shift work shall not exceed an average of 38 hours per week in a work cycle of up to 152 hours in 28 consecutive shifts. Provided that where the company and the majority of employees affected agree, a roster system may operate on the basis that a weekly average of 38 hours will be achieved over a period which exceeds 28 days.

Ordinary hours may be worked within a period not exceeding 7 consecutive days any one week; provided that not more than 12 ordinary hours can be worked on any shift. In the case of 12 hour shifts, consultation and agreement with the union will occur prior to introduction.

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Ordinary hours on afternoon shift or night shift shall be worked continuously except for meal breaks at the discretion of the company.

Although the number of ordinary hours in the shift will be determined by the company, the actual commencement and finishing times will be determined by agreement between the company and the majority of employees affected. In the absence of agreement, the company reserves the right to determine/vary commencement and finishing times with 7 days notice to those affected.

Work outside the span of ordinary hours once fixed or in excess of eight (8) hours per day shall be regarded as overtime.

Employees must be willing to work rotating shifts where so required by the company.

5.0.3 Ordinary Hours of Work - Continuous Working

Definition

Continuous Working means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the company.

Where continuous working shifts are not currently placed and it is intended to apply same, prior discussion will take place with the employees and the union. The union will not unreasonably oppose the introduction of continuous working. In the absence of agreement the company reserves the right to commence continuous working with seven (7) days notice.

The ordinary hours of continuous working shall not exceed an average of 38 hours per week in a work cycle of 152 hours in 28 consecutive days. provided that where the company and the majority agree, a roster system may operate on the basis that a weekly average of 38 hours will be achieved over a period which exceeds 28 days.

Ordinary hours may be worked on any day or days of the week including Saturday and Sunday provided that not more than 12 ordinary hours can be worked on any shift. In the case of 12 hour shifts, consultation and agreement with the union will occur prior to introduction.

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Although the number of ordinary hours in the shift will be determined by the company, the actual commencement and finishing times will be determined by agreement between the company and the majority of employees affected. In the absence of agreement, the company reserves the right to determine/vary commencement and finishing times with 7 days notice to those affected.

Work outside the span of ordinary hours once fixed or in excess of eight (8) hours per day shall be regarded as overtime.

5.1 PENALTY RATES

5.1.1 Shift Work Penalty Rates

A shift worker whilst on afternoon shift shall be paid for each shift 15% more than their ordinary rate.

An employee who works on night shift shall be paid 25% more than ordinary rate for time worked.

This payment will not apply for ordinary hours of Saturday, Sunday, Public Holidays and overtime.

5.1.2 Saturday Work Penalty Rate

Shift workers for performing ordinary hours between midnight Friday and midnight Saturday shall receive a loading of 50% of ordinary time for the first two hours worked; and a loading of 100% of ordinary time for the remaining actual hours worked.

Such loading will be in substitution for and not cumulative upon shift penalty described in clause 5.1.1.

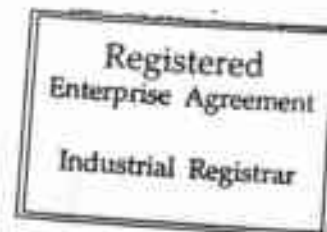
5.1.3 Sunday and Public Holiday Penalty Rate

Shift workers for performing ordinary hours on Sunday, shall receive a loading of 100% of ordinary time for the actual hours worked. Such loading will be in substitution for and not cumulative upon shift penalty described in clause 5.1.1.

Continuous shift workers as defined for performing ordinary hours on a Public Holiday shall receive a loading of 100% of ordinary time for actual hours worked.

Other shift workers shall receive 150% of ordinary time for actual hours worked.

Such loading shall be in substitution for and not cumulative upon shift penalty described in clause 5.1.1.



The start and finish of the weekend will be defined by shift roster. Where the shift commences between 11.00pm and midnight on a Sunday or holiday, time worked before midnight shall not entitle the employee the Sunday or holiday rate. Provided where the shift starts for the Sunday or holiday and progresses into the Sunday or holiday, the time worked on the Sunday or holiday shall be paid at the Sunday or holiday rate.

5.1.4 Work Rosters

Rosters shall specify the commencement and finishing times of ordinary hours.

5.1.5 Change of Roster or Hours

Hours once set may be altered by the company by giving as much notice as is possible but in any event a minimum of 48 hours notice of a change will be provided.

A lesser period of notice may be agreed upon by the company and the employees.

Notice will be posted in the Department(s) affected.

5.1.6 Make-Up Time

The employee may elect, with the consent of the company, to work make-up time, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement.

5.2 BREAKS

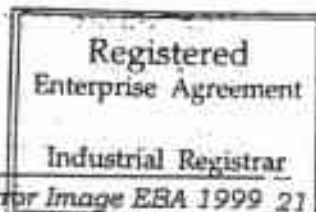
5.2.1 Staggering of Meal Breaks

The company will allow a 30 minute unpaid meal break to meet manufacturing requirements not later than 5 hours after the commencement of ordinary hours. However, by mutual agreement meal breaks may be delayed beyond 5 hours, where operational needs required continuity.

5.2.2 Crib Time

Where the period of overtime is more than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. The company and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the company shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.



5.3 OVERTIME

5.3.1 Requirement to Work Reasonable Overtime

The company may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

5.3.2 Payment for Working Overtime

For any work done outside or in excess of ordinary hours, the rates of pay shall be time and a half for the first 2 hours and double time thereafter. Such double time to continue until the completion of the overtime work. Except where overtime is:

- arranged by the employees themselves, or
- to effect the rotation of shifts.

In computing overtime, each day shall stand alone.

The hourly rate when computing overtime shall be determined by dividing the appropriate weekly rate by 38.

Except as provided in subclause 5.1.3 of this agreement employees shall be paid at the rate of double time for work done on Sundays, such double time to continue until the employee is relieved from duty.

Except as provided in subclause 5.1.3 of this agreement an employee shall be paid at the rate of double time and a half for work done on public holidays, such double time and a half to continue until the employee is relieved from duty.

5.3.3 Rest Period after Overtime

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of ordinary work on the next day that an employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of the company such an employee resumes or continues work without having had ten consecutive hours off duty the employee shall be paid at double rates until released from duty for such period and then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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The provisions of the subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (i) For the purpose of changing shift roster; or
- (ii) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
- (iii) Where a shift is worked by arrangement between the employees themselves.

5.3.4 Time Off in Lieu of Payment of Overtime.

An employee may elect, with the consent of the company, to take time off in lieu of payment for overtime at a time or times agreed with the company.

The company shall, if requested by the employee, provide payment at the rate provided for the payment of overtime in this award, for any overtime worked under paragraph 5.0.3 where such time has not been taken within four weeks of accrual.



PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

6.0 ANNUAL LEAVE

6.0.1 Annual Leave Entitlement - General

Weekly employees are entitled to 152 hours of Annual Leave for each year of completed service exclusive of Public Holidays. The time of taking leave will be at the discretion of the company and in accordance with the needs of the business.

However, ordinarily Annual Leave should be given in not more than 2 periods. Should the company and employee agree, it may be taken in a greater number of periods.

Total Annual Leave Entitlement should ordinarily not exceed 228 hours for any employee.

Employees engaged as casuals are not entitled to Annual Leave.

6.0.2 Annual Leave Entitlement - 7 Day Shift Workers.

In addition to the above, 7 day shift workers, that is shift workers who are regularly rostered to work any of the 7 days and regularly on Sundays and holidays shall be allowed an additional 38 ordinary hours Annual Leave.

6.0.3 Annual Leave Loading

A Loading of 17.5% of the employees ordinary time rate will be paid when accrued Annual Leave is taken.

Employees who are receiving an amount that includes Annual Leave Loading averaged over the year will not be entitled to an additional loading.

Annual Leave Loading shall not apply to proportional Annual Leave paid on termination, except in cases of redundancy.

6.0.4 Annual Close Down

The company may with four (4) weeks notice close down a section or sections for the purpose of taking Annual Leave. Employees who are not entitled to a full amount of Annual Leave at the time of closure will be paid their pro rata entitlement plus Annual Leave loading .

6.1 SICK LEAVE

6.1.1 Sick Leave Entitlement

Weekly employees will be entitled to leave of absence without loss of pay in circumstances where they cannot attend for duty due to genuine personal illness or injury by accident. Provided that an employee will not be entitled to paid sick leave during the first three months of employment but, may after three months continuous

employment make application for back pay for any bona fide illness. Any such claim will result in a reduction of the employee's accrued sick leave entitlement.

Employees shall be entitled to a minimum of 5 days or where employees work in excess of an 7.6 hour day, a maximum 38 hours sick leave during the first year of service and 8 days in the second and subsequent year or where the employees work in excess of and 7.6 hour day a maximum of 60.8 hour during the second and subsequent year of service.

6.1.2 Notification and Proof of Sickness.

Sick leave payment will be provided for the period of time the employee is unable to attend for duty, subject to the following requirements:

- The company must be notified of the employees inability to attend within one hour of normal commence time.
- An employee must provide evidence satisfactory to the company as to why they are unable to attend for duty when requested to do so.

The company reserves the right to review each individual case as appropriate.

6.1.3 Sick Leave to Accumulate

The employee's unclaimed sick leave shall accumulate from year to year so long as their employment continues with the company, so that any sick leave which has not been allowed in any year may be claimed by the employee and shall be allowed by the company, subject to the conditions prescribed by this clause in a subsequent year of such continued employment.

6.2 PERSONAL CARERS LEAVE

The following clauses of Personal Carers Leave are based on Full Bench Test Case Provisions. The carer's leave entitlement shall include current sick leave and bereavement leave entitlements.

An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill.

The employee shall, if required, establish by production of a medical certificate or Statutory Declaration, satisfactory to the company, the illness of the person concerned and that the illness is such as to require care by another.

In normal circumstances an employee shall not take carer's leave under this clause where another person has taken leave to care for the same person.

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Carer's leave may be taken for part of a single day.

The entitlement to use sick leave in accordance with this subclause is subject to:

- (a) The employee being responsible for the care of the person concerned; and
- (b) The person concerned being either:
 - (i) A member of the employee's immediate family; or
 - (ii) A member of the employee's household.
- (c) The term "immediate family" includes:
 - (i) A spouse (including former spouse, a de facto spouse and a former de-facto spouse) of the employee; and
 - (ii) An adult child (including adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

The employee shall, wherever practicable, give the company notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence, the employee shall notify the company by telephone of such absence at the first opportunity on the day of absence.

6.2.1 Unpaid Carer's Leave

An employee may elect, with the consent of the company, to take unpaid leave for the purpose of providing care to a family member who is ill.

6.3 BEREAVEMENT LEAVE

Paid leave will be provided for the death of a loved one being husband, wife, father, mother, brother, sister, child, step child, grandparents or parent-in-law, partner in a homosexual relationship; for the purposes of this clause the words wife and husband shall include de facto wife and husband and the words father and mother shall include foster father and mother and step father and mother. Employees shall be entitled to 2 days leave without loss of pay on each occasion.

6.4 PARENTAL LEAVE

Parental Leave in accordance with the full bench test case provisions if agreed and is reproduced in its entirety as an appendix to this agreement.

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6.5 JURY SERVICE

A weekly hire employee required to attend for jury service during ordinary working hours shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wages which would have ordinarily been received.

An employee shall notify the company as soon as possible of the date upon which attendance for jury service is required. Further, the employee shall provide to the company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

6.6 LONG SERVICE LEAVE

Will be in accordance with State Legislation.

6.7 PUBLIC HOLIDAYS

6.7.1 Prescribed Public Holidays

An employee on weekly hiring shall be entitled, without loss of pay, to public holidays as follows:

New Year's Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Queen's Birthday
Eight Hours' or Labour Day
Christmas Day
Boxing Day

or such other day as is generally observed in a locality as a substitute for any of the said days respectively.

For the purpose of this agreement:

- (i) Where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively;
- (ii) Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day;

- (iii) Where New Year's Day falls on a Saturday or on a Sunday the following Monday shall be observed as New Year's Day and the said Saturday or Sunday shall be deemed not to be holidays.

By agreement between the company and its employees, other days may be substituted for the said days or any of them as to the company's undertakings.

6.7.2 Additional Public Holidays

In NSW the recreation day of the Australian Workers Union is to be taken on a day nominated by management by mutual agreement between an employee and their manager.

The recreation day does not accumulate and must be taken each calendar year on or before 31 December. The Company will remind all employees mid year of their entitlement to a recreation day.

6.7.3 Absences Before or After a Public Holiday

To be eligible for payment employees must be present the working day before and after the Public Holiday or produce a Doctor's certificate or Statutory Declaration excusing their absence.

6.7.4 Public Holidays - Penalty Rates

An employee not engaged on continuous work shall be paid at the rate of double time and a half for work done on public holidays, such double time and a half to continue until the employee is relieved from duty.

An employee engaged on continuous work shall be paid a penalty of 100% ordinary time rate for the actual hours worked on Public Holidays.



PART 7 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

The company will at all times maintain a safe and hazard free workplace and will comply with the appropriate Occupational Health and Safety Act and regulations pursuant thereto to the State or Commonwealth of Australia.

Employees will at all times conduct themselves in a safe and responsible manner.

The company will encourage employees to take a constructive role in promoting improvements in occupational health, safety and welfare and to assist the company in achieving a healthy and safe working environment.

Employees working with harmful solutions or materials which necessitate the wearing of protective apparel shall wear protective clothing.

The company shall provide such clothing where needed. All protective clothing supplied by the company shall remain the property of the company.

The company shall have a sufficiently trained number of employees trained to render first aid. An employee appointed by the company to perform first aid shall be paid a weekly allowance equal to the amount stipulated in the Award.



APPENDIX 1 - PARENTAL LEAVE

Nature of Leave

Maternity, paternity and adoption leave is unpaid leave.

Definitions

For the purpose of this clause:

'*Continuous Service*' means service under an unbroken contract of employment and includes:

- (a) any period of leave taken in accordance with this clause;
- (b) any period of part-time employment worked in accordance with this clause; or
- (c) any period of leave or absence authorised by the company or by the award.

'*Child*' means:

- (a) for maternity leave, a child of the employee under the age of one year.
- (b) for paternity leave, a child of the employee or the employee's spouse under the age of one year.
- (c) for adoption leave, a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or the spouse of the employee of a child who has previously lived continuously with the employee for a period of six months or more.

'*Employee*' includes a part-time employee but does not include an employee engaged upon casual or seasonal or fixed work.

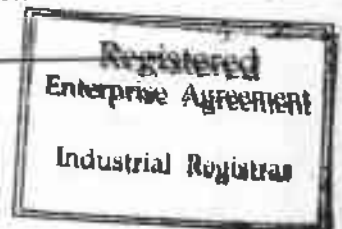
'*Primary care giver*' means a person who assumes the principal role providing care and attention to a child.

'*Relative adoption*' occurs where the child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

'*Spouse*' includes a defacto or a former spouse.

Eligibility for Maternity Leave

An employee who becomes pregnant, upon production to the company of the certificate required by paragraph hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and, apart from maternity leave of up to one week at the time of confinement, shall not be taken concurrently with paternity leave.



Subject to paragraph and hereof, the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

The employee must have had at least twelve months continuous service with the company immediately preceding the date upon which the employee proceeds upon such leave.

Eligibility for Paternity Leave

A male employee, upon production to the company of the certificate required by paragraph hereof, shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to one week at the time of confinement of his spouse;
- (b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave.

The employee must have had at least twelve months continuous service with the company immediately preceding the date upon which the employee proceeds upon either period of leave.

Eligibility for Adoption Leave

An employee, upon production to the company of the documentation required by paragraph hereof, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to three weeks at the time of the placement of the child;
- (b) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of the child. This Leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child.

This entitlement of up to 52 weeks shall be reduced by:

- (i) any period of leave taken pursuant to subparagraph hereof; and
- (ii) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

The employee must have had at least twelve months continuous service with that company immediately preceding the date upon which he or she proceeds upon such leave in either case.

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Certification for Maternity Leave

At the time specified in paragraph the employee must produce to the company:

- (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
- (b) a Statutory Declaration stating particulars of any period of paternity leave sought or taken by the employee's spouse and that for the period of maternity leave the employee will not engage in any conduct inconsistent with his/her contract of employment.

Certification for Paternity Leave

At the time specified in paragraph the employee must produce to the company:

- (a) a certificate from a registered medical practitioner which names the employee's spouse, states that the spouse is pregnant and the expected date of confinement or states the date on which the birth took place;
- (b) in relation to any period to be taken under subparagraph hereof, a Statutory Declaration stating:
 - (i) the employee will take that period of paternity leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by the employee's spouse; and
 - (iii) for the period of paternity leave the employee will not engage in any conduct inconsistent with the contract of employment.

Certification for Adoption Leave

Before taking adoption leave the employee must produce to the company:

- (a) (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
- (ii) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- (b) In relation to any period to be taken under subparagraph hereof, a Statutory Declaration stating:
 - (i) the employee is seeking adoption leave to become the primary care-giver of the child;



- (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

Notice Requirements

Notice Requirements for Maternity Leave

- (a) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to the company the certificate referred to in subparagraph hereof.
- (b) An employee shall give not less than four weeks notice in writing to the company of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken and shall, at the same time, produce to the company the Statutory Declaration referred to in subparagraph hereof.
- (c) The company, by not less than fourteen days notice in writing to the employee, may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- (d) An employee shall not be in breach of this clause as a consequence of failure to the stipulated period of notice in accordance with subparagraph hereof if such is occasioned by the confinement occurring earlier than the presumed date:

Notice Requirements for Paternity Leave

- (a) The employee shall, not less than ten weeks prior to each proposed period of leave, give the company notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and Statutory Declaration required in paragraph hereof:
- (b) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in subparagraph hereof if such failure is due to:
 - (i) the birth occurring earlier than the expected date; or
 - (ii) the death of the mother of the child; or
 - (iii) other compelling circumstances.
- (c) The employee shall immediately notify the company of any change in the information provided pursuant to paragraph hereof.



Notice Requirements for Adoption Leave

- (a) Upon receiving notice of approval for adoption purposes, an employee shall notify the company of such approval and within two months of such approval shall further notify the company of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- (b) An employee who commences employment with the company after the date of approval for adoption purposes shall notify the company thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than twelve months continuous service with that company immediately preceding the date upon which the employee proceeds upon such leave.
- (c) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but not later than fourteen days before such placement, give notice in writing to the company of such date, and of the date of the commencement of any period of leave to be taken under subparagraph hereof.
- (d) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subparagraph hereof give notice in writing to the company of the date of commencing leave and the period of leave to be taken.
- (e) An employee shall not be in breach of this subclause, as a consequence of failure to give the stipulated period of notice in accordance with subparagraphs and hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

Transfer to a Safe Job - Maternity Leave Only

Where, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the company deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the company may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs and hereof.

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Variation of period of Maternity, Paternity or Adoption Leave

Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph hereof.

- (a) the period of maternity leave may be lengthened once only by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be lengthened.
- (b) the period may be further lengthened by agreement between the company and the employee.

The period of leave may, with the consent of the company, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

Cancellation of Leave

Cancellation of Maternity Leave

- (a) Maternity leave applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (b) Where the pregnancy of an employee then on maternity leave terminates other than the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the company which shall not exceed four weeks from the date of notice in writing by the employee to the company that the employee desires to resume work.

Cancellation of Paternity Leave

Paternity leave, applied for under subparagraph hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth to a living child.

Cancellation of Adoption Leave

- (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
- (b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the company forthwith and the company shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.



Special Maternity Leave and Sick Leave

Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:

- (a) the employee shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before the employee's return to work; or
- (b) for illness other than the normal consequences of confinement the employee shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which the employee is then entitled and which a registered medical practitioner certifies as necessary before the employee's return to work.

Where an employee not then on maternity leave suffers illness related to the employee's pregnancy, the employee may take such paid sick leave as to which the employee is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before the employee's return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph hereof.

For the purposes of paragraph and hereof, maternity leave shall include special maternity leave.

An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which the employee held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph hereof, to the position the employee held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.



Maternity, Paternity and Adoption Leave and Other Leave Entitlements

Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which the employee is entitled.

Paid sick leave or other paid authorised Award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on maternity leave.

Effect of Maternity, Paternity and Adoption Leave on Employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant Award or agreement.

Termination of Employment

Any employee on maternity, paternity or adoption leave may terminate the employee's employment at any time during the period of leave by notice given in accordance with this Award.

The company shall not terminate the employment of an employee on the ground of:

- the employee pregnancy or of the employee's absence on maternity leave, or
- the employee's absence on paternity leave, or
- the employee's application to adopt a child or absence on adoption leave;

but otherwise the rights of the company in relation to termination of employment are not hereby affected.

Return to Work after Maternity, Paternity or Adoption Leave

An employee shall confirm the employee's intention of returning to work by notice in writing to the company given not less than four weeks prior to the expiration of the employee's period of maternity, paternity or adoption leave.

An employee, upon returning to work after maternity, paternity or adoption leave or the expiration of the notice required by subparagraph hereof, shall be entitled to the position which the employee held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph hereof, to the position which the employee held immediately before such transfer or in relation to an employee who has worked part-time during the employee's pregnancy, the position the employee held immediately before commencing such part-time work.

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Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

Replacement Employees

A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity, paternity or adoption leave.

Before the company engages a replacement employee, the company shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

Before the company engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising the employee's rights under this subclause, the company shall inform that person of the temporary nature of the promotion transfer and of the rights of the employee who is being replaced.

Nothing in this subclause shall be construed as requiring the company to engage a replacement employee.

Part-time work

Definitions

For the purposes of this subclause:

- (a) 'Male employee' means an employed male who is caring for a child born of the employee's spouse or a child placed with the employee for adoption purposes.
- (b) 'Female employee' means an employed female who is pregnant or is caring for a child the employee has borne or a child who has been placed with the employee for adoption purposes.
- (c) 'Spouse' includes a de facto or a former spouse.
- (d) 'Former position' means the position held by an employee immediately before proceeding on leave or part-time employment under this subclause whichever first occurs or, if such are other positions available for the duties of which the employee is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.



- (e) 'Continuous service' means service under an unbroken contract of employment and includes:
- (i) any period of leave taken in accordance with this clause;
 - (ii) any period of part-time employment worked in accordance with this clause; or
 - (iii) any period of leave or absence authorised by the company or by the award.

Entitlement

With the agreement of the company:

- (a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (b) A female employee may work part-time in one or more periods while the employee is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (d) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of placement of the child until the second anniversary of that date.

Return to Former Position

- (a) An employee who has had at least twelve months continuous service with the company immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to the employee's former position.
- (b) Nothing in subparagraph hereof shall prevent the company from permitting the employee to return to the employee's former position after a second or subsequent period or part-time employment.

Effect of part-time employment on Continuous Service

Commencement on part-time work under this clause and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.



Pro Rata entitlements

Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph hereof, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

Transitional Arrangements - Annual Leave

- (a) An employee working part-time under this subclause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this subclause.
- (b) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this subclause, in such periods and manner as specified in this award, as if the employee were working part-time in the class of work the employee was performing as a part time employee immediately before resuming full-time work.
- (c) Provided that, by agreement between the company and the employee, the period over which the leave is- taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

Transitional Arrangements - Sick Leave

An employee working part-time under this subclause shall have sick leave entitlements which have accrued under this award (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

Part-time Work Agreement

- (a) Before commencing a period of part-time employment under this subclause the employee and the company shall agree:
 - (i) that the employee may work part-time;
 - (ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (iii) upon the classification applying to the work to be performed; and
 - (iv) upon the period of part-time employment.
- (b) The terms of this agreement may be varied by consent.



- (c) The terms of this agreement or any variation to it shall be reduced to writing and retained by the company. A copy of the agreement and any variation to it shall be provided to the employee by the company.
- (d) The terms of this agreement shall apply to the part-time employment.

Termination of Employment

- (a) The employment of a part-time employee under this clause may be terminated in accordance with the provisions of this award but may not be terminated by the company because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- (b) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on a period of full-time employment and all service as a part-time employee on a pro rata basis.

Extension of Hours of Work

The company may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph 3.2.3.

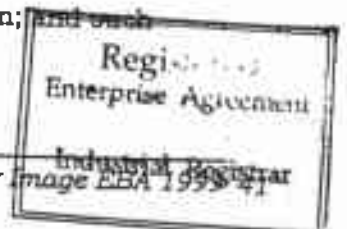
Nature of Part-time Work

The work to be performed part-time need not be the work performed by the employee in the employee's former position but shall be work otherwise performed under this award.

Inconsistent Award Provisions

An employee may work part-time under this clause notwithstanding any other provisions of this award which limit or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions;

- (a) limiting the number of employees who may work part-time;
- (b) establishing quotas as to the ratio of part-time to full-time employees;
- (c) prescribing a minimum or maximum hours a part-time employee may work; or
- (d) requiring consultation with, consent of or monitoring by a union; and such provisions do not apply to part-time work under this clause.



Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.
- (b) A replacement employee may be employed part-time. Subject to this paragraph paragraphs and of this subclause apply to the part-time employment of replacement employees.
- (c) Before the company engages a replacement employee under this paragraph, the company shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of subparagraph hereof.
- (e) Nothing in this subclause shall be construed as requiring the company to engage a replacement employee.



APPENDIX 2 - PRODUCTION PAY RATES

Year 1999 - 2000

A 2% increase applies from 1 July 1999. Then, the pay rates shown in the table become effective the first pay period after 1 February, 2000. Where an employee is already receiving in excess of the designated rate for the job function, his/her hourly rate will remain unchanged. Lump sum payments in lieu of an hourly pay rate increase will not apply at this review.

Year 2000 - 2001

A further 3% increase will apply from 1 July 2000 whereupon the table below will be updated. Where an employee is already receiving in excess of the designated rate for the job function, his/her hourly rate will remain unchanged. Rather, the employee will receive a lump sum in lieu of the increase.

Year 2001 - 2002

A further 3% increase will apply from 1 July 2001. Conditions applied to the previous increase will remain.



SCALE OF RATES TABLE - 1 February, 2000

Production Operator Levels	Applicable Positions	Hourly Rate	Weekly
7a	Senior Editor	16.98	645.28
7b	Real Time Coordinator Post Editor	16.17	614.56
6	Packing Supervisor Real Time Team Leader Clean Room Team Leader	15.40	585.29
5	Post Quality Control Operator Real Time Senior Operator Clean Room Senior Operator Packing Team Leader Artwork Controller Purching/Receiving Clerk Senior Storeperson Despatch Clerk	14.13	536.97
4	Real Time Tape Operator Tape Inspection (QC) Section Leader Clean Room Operator 2 Packing Senior Operator Artwork & Distribution Coordinator Rework & Faulty Returns Coordinator Courier	13.59	516.31
3	Tape Inspection (QC) Operator Clean Room Operator 1 Storeperson	13.06	496.45
2	Real Time Senior Tape Prep Clean Room Senior Prep Packing Operator Cleaner	12.56	477.36
1	Real Time Tape Prep Clean Room Tape Prep Manual Packer Rework Operator	12.08	459.00
Casual (After 3 months)	Tape Prep Manual Packer Rework Operator	15.05	571.84
Casual (Entry level)	Tape Prep Manual Packer Rework Operator	14.06	534.46
Entry		11.29	429.00

- Where an employee is rostered for 1 week or more into a skill position above their usual designated level, the pay rate at the higher level shall apply for the rostered period.

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Signed on behalf of:

Pacific Mirror Image Video Tape Duplication (Sydney)

[Handwritten Signature] 1/11/99

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Witness

Gramophone Record Industry Union

[Handwritten Signature] 1/11/99

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