

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/175

TITLE: Tyco Water Pty Ltd Yennora Works Agreement 2000

I.R.C. NO: 2001/2367

DATE APPROVED/COMMENCEMENT: 11 April 2001

TERM: 19 Months

**NEW AGREEMENT OR
VARIATION: New Replaces EA00/20**

GAZETTAL REFERENCE: 8 June 2001

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees engaged under the Metal, Engineering and Associated Industries Award located at the Yennora Site.

PARTIES: Tyco Water Pty Ltd -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch; Electrical Trades Union of Australia, New South Wales Branch; and The Australian Workers' Union, New South Wales.



- 8 FEB 2001

TYCO WATER PTY LTD
YENNORA WORKS AGREEMENT 2000

AIG - fesc. Aud.



Arrangement

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**TYCO WATER PTY LTD
YENNORA WORKS AGREEMENT 2000**

1. TITLE

1.1 This Agreement shall be known as the Tyco Water – Yennora Works Agreement.

2. PARTIES BOUND BY AGREEMENT

The parties bound by this Agreement are:

- 2.1 Tyco Water Pty. Ltd. – Yennora Works (the Company);
- 2.2 The Australian Workers' Union, New South Wales;
- 2.3 Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union, New South Wales Branch; and
- 2.4 Electrical Trades Union of Australia – NSW Branch.

3. APPLICATION

3.1 This Agreement shall apply to all employees of the Company engaged in the classifications specified in Schedule 2 and engaged at the site.

3.2 This Agreement applies to all employees in Clause 2 irrespective of whether the employees are members of the Unions.

4. DEFINITIONS

Act	means the Industrial Relations Act 1996 (NSW)
AIRC	means the Australian Industrial Relations Commission
Awards	means the Yennora General Award and the Metal Industry Award
Company	means Tyco Water Pty Ltd ACN: 087 415 745.
Commencement Date	means the date of the approval of this Agreement by the NSWIRC.
Metal Industry Award	means the Metal, Engineering and Associated Industries Award 1998
NSWIRC	means the Industrial Relations Commission of New South Wales.
Union	means the Australian Workers' Union, New South Wales; the Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union, New South Wales Branch; the Electrical Trades Union of Australia – NSW Branch.
Yennora Award	means the Tubemakers of Australia Limited, Yennora General Award
Yennora Site	means the operations of the Company at Dursley Road, Yennora, New South Wales.
1997 Agreement	means the Tubemakers of Australia Limited Yennora Works Agreement 1997.

5. LINKS TO PREVIOUS AGREEMENT AND AWARDS

- a. This Agreement rescinds and replaces the 1999 Agreement.
- b. This Agreement operates in conjunction with the Awards.
- c. To the extent of any inconsistency between this Agreement and the Awards, this Agreement shall prevail.
- d. or condition of either of the Awards or the Metal Industries Award 1984 is not an allowable matter under section 89A(2) of the *Workplace Relations Act 1996*

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(Commonwealth), that term or condition shall continue in force as if part of this Agreement.

The Company agrees that the facilitative provisions listed in Clause 2.2 of the Metal, Engineering and Associated Industries Award 1998, will only be used after consultation seeking to reach agreement with relevant Unions and with the agreement of the majority of employees affected.

6. OBJECTIVES

The Objectives of this Agreement are to:-

Support the implementation of the 2000-2005 Strategic Plan and to work towards the achievement of the Yennora Vision Statement.

Specific Objectives are:-

- | | | |
|-----------|-----------------------------|--|
| A | SAFETY | No serious injuries
LTIFR less than 3
MTIFR less than 50 |
| B. | DELIVERY PERFORMANCE | IFOT greater than 95% |
| C. | PRODUCTIVITY | less than 5 man-hours per tonne |
| D. | RELIABILITY | Less than 2.5 casting m/c downtime |
| E. | UTILISATION | Greater than 70% |
| F. | QUALITY | Rejects less than 7% |

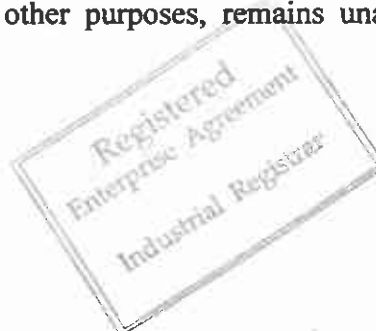
7. WAGES AND ALLOWANCES

- 7.1 The Company will pay employees the rates of pay as set out in Schedule 1A from 30 September 2000.
- 7.2 The Company will pay employees the rates of pay set out in Schedule 1B from 30 September 2001.
- 7.3 The rates of pay provided for in this Agreement are inclusive of all increases provided for or arising out of: -
- (a) A decision of the Australian Industrial Relations Commission concerning a "living wage" claim;
 - (b) A decision of the Australian Industrial Relations Commission concerning a safety net adjustment;
 - (c) Any variation of the Awards arising from a safety net adjustment; and
 - (d) A Decision of the Industrial Relations Commission of New South Wales adopting a National Decision under the Act or concerning a State Decision under the Act.
- 7.4 The company agrees to increase the Large ("Hot") Conditions Allowance from \$27.00 to \$45.60 per week from 16 October 2000.
- 7.5 The Company further agrees to increase the Large ("Hot") Conditions Allowance from \$45.60 per week to \$57.00 per week from 16 October 2001.
- 7.6 Application of this allowance is as follows: -
- a. Entitlement to payment only exists if the condition is present, that is, when molten metal is being produced, treated and cast

- 7.5 The Company further agrees to increase the Large ("Hot") Conditions Allowance from \$45.60 per week to \$57.00 per week from 16 October 2001.
- 7.6 Application of this allowance is as follows: -
- a. Entitlement to payment only exists if the condition is present, that is, when molten metal is being produced, treated and cast into pipes.
 - b. The normal application is to employees in Pipemaking, Cupola Furnacemen, Electrical Furnace Operator, Fischer Converter Operator, Hot Metal Skimmer, and anyone whose normal roster requires them to work on such jobs for more than two hours in the shift.
 - c. An employee required to work in a job attracting this allowance for more than two hours in a shift will be entitled to payment of the allowance for the whole shift.
 - d. Employees in the Core Plant ceased to be part of the Pipemaking Department from July 1998 and employees in the Core Plant have not had an entitlement to a "Hot" allowance since then. Prior to this time, employees in the Core Plant were entitled to be paid the Small ("Hot") Conditions Allowance because they were routinely called upon to relieve on the casting platform. The Company offers to maintain payment of the Small Conditions Allowance, at the current rate of \$10.20, to those employees presently in the Core Plant who have generally received this Allowance since before July 1998, while they continue in the Core Plant.
 - e. Where employees are no longer covered by the situations described above, then existing payments will cease from 16 October 2000 which is the first pay period commencing on or after the date of the mass meeting accepting this document.
- 7.7 The Company will continue the current performance-based bonus incentive scheme.
- 7.8 The rates of pay provided for in this Agreement are inclusive of all allowances howsoever arising except the following:-
- a. Platform Conditions Allowance (also known as the "hot" conditions allowance);
 - b. Leading Hand Allowance; and
 - c. Shift Allowance
- 7.9 The Night Shift Allowance for permanent night shift employees who are members of the AWU will be increased to \$95.00 per week.
- 7.10 All unused sick leave entitlements may be paid out as a cash equivalent upon retirement. Retirement is defined as reaching an age and/or situation, which, satisfies the statutory requirements of the applicable Superannuation Fund rules for retirement payments.

8. SUPERANNUATION PAYMENTS

The parties agree that employees' superannuation contribution payments are to be paid by "wage sacrifice" from gross pre-tax pay from 16 October 2000, such that the normal wage for superannuation, leave, and all other purposes, remains unaffected by this arrangement.



9. ELECTRONIC FUNDS TRANSFER

- 9.1 The parties agree that the Company will pay employees pursuant to this Agreement by means of electronic funds transfer.
- 9.2 The Company will continue to make available an EFTPOS facility on the site for the life of this Agreement.

10. FLEXIBILITY

- 10.1 The parties are committed to working in natural work teams with teams taking responsibility for their own outputs.
- 10.2 The parties agree to progressively implement work redesign changes involving consultation with unions and affected people.
- 10.3 The parties agree not to restrict the allocation and movement of people to meet the needs of the business, including coverage of absences and peak demands, subject only to being safe, legal and logical which are in turn dependent on appropriate skills, competency and training.
- 10.4 The parties agree that relief for absenteeism can be provided by use of available relief people, leading hands and team leaders, by redistribution of functions within the department, or by secondment from other departments. Leading hands will only be used to cover such absenteeism where ability to perform the essential elements of the employee's normal role is not unduly restricted.
- 10.5 The parties agree that where there is a need to train employee(s) for various needs of the business, the Company will first seek suitable volunteers and consult with affected employees. Where the need can still not be satisfied, it is agreed that employees will not unreasonably refuse to learn and acquire new skills.
- 10.6 The parties agree to arrangements, which will allow more flexibility in shift start and finish times, with consultation on implementation.
- 10.7 The parties agree to maintain current shift patterns, i.e. a 4 day week roster based on 3 x 10 hour shifts and 1 x 8 hour shift, as standard hours for some production workers as follows:
- a. The Company will work 4 x 12 hours production shifts on each production day and to offer overtime to employees such that a typical working week would comprise 3 x 12 hours shifts and 1 x 8 hour shift, or 4 x 11 hour shifts for various employees. This would require the Company to generally offer 6 hours overtime in a production week.
 - b. A reduced sized afternoon shift to cover the extra hours to allow operation of 4 casting machines for 12 hours on 4 days of the week.
 - c. This arrangement would yield one day off every calendar week, as each employee would complete their 38 standard hours in 4 days each week.
 - d. The parties agree that some non-core tasks would continue to be contracted out.
 - e. Other departments will continue to have appropriate arrangements to support casting operations.
 - f. Pay administration arrangements for those working the 4 day shift are outlined in Schedule 2.

- g. There will be greater use made of non production hours for programmed maintenance.

10.8 The Company agrees to consult fully with employees and the other parties, seeking to reach agreement before any major changes occur to shift operating arrangement for the duration of this Agreement.

11. CONTINUOUS IMPROVEMENT AND WORK PRACTICES

- 11.1 The parties agree to establish a joint best practice achievement group, including representatives of employees and management, to oversee the continuous improvement process and selected benchmarking projects.
- 11.2 The parties are committed to identifying and implementing more efficient work arrangements at the site including, but not restricted to, the items listed in Clause 10.
- 11.3 The parties agree to set up a joint steering Committee to investigate, document, provide appropriate training and implement a pilot "Total Productive Maintenance" or "TPM" programme on site.
- 11.4 The parties agree to set up a Steering Committee to review the current incentive scheme, with a brief to investigate suitable alternatives such as "gain sharing", and to report back with a suitable and acceptable recommendation before the end of year one of this agreement.
- 11.5 The Company agrees to provide a maximum of four days training leave per annum, for a maximum of two delegates of each Union, which is a party to this Agreement. Alternatively any combination of days and delegates may be utilised, provided that they do not exceed eight (8) days paid training leave in total, per Union.

12. COMPETENCIES

- 12.1 The parties agree to the introduction of leadership, co-ordination and facilitation competencies to the footprint in place of leading hand allowances with no loss absorption of existing allowances. Implementation will be with consultation.
- 12.2 The parties agree to a competency based pay structure with pay levels and competency points for Pipemakers, Electricians and Mechanical Trades as per Schedule 1A and IB.
- 12.3 The employees covered by this Agreement agree to participate in the competency based structure utilising all competencies possessed as required.
- 12.4 The parties further agree to set up a joint Steering Committee to review and possibly revise the current competency model. The Steering Committee shall consist of one member from each department plus three members from the management team. The Committee shall report back with suitable and acceptable recommendation within one year of signing of this Agreement.

13. OCCUPATIONAL HEALTH AND SAFETY

13.1 The parties are committed to: -

- a. reducing the frequency and seriousness of injuries at the site;
- b. Working safely at the site;



- c. Improving continuously occupational health and safety at the site; and
- d. Continuing the consultative processes concerning occupational health and safety at the site.

13.2 The parties acknowledge that it is a condition of employment that employees at the site: -

- 13.2.1 work safely; and
- 13.2.2 wear personal protective equipment, in accordance with policies of the Company and the site in force from time to time.

14. CAPITAL EXPENDITURE

The Company is committed to continuing its capital investment in the business subject to the on-going viability of business, the economic value of the investment and the availability of capital funds.

15. REDUNDANCY

- 15.1 The parties recognise that employment security is governed by the viability of the business, which is, in turn, determined by the effectiveness of this Agreement.
- 15.2 In the event that the Company has made a definite decision that it has surplus labour or positions, the Company agrees to:
 - 15.2.1 consult with the Unions;
 - 15.2.2 eliminate surpluses in the following manner and in the following order of priority: -
 - a. retraining employees for redeployment to other available positions within the company;
 - b. Natural attrition;
 - c. Voluntary retirement schemes;
 - d. Voluntary redundancy; and
 - e. Involuntary redundancy
- 15.3 The Company agrees not to implement any involuntary redundancies without prior discussion with the Unions.
- 15.4 The Company agrees to provide employees who are made redundant by the Company a termination package consisting of: -
 - 15.4.1 notice of 4 weeks (or payment in lieu);
 - 15.4.2 redundancy pay of: -
 - a. 10 weeks' pay; and
 - b. 2.5 weeks' pay for each year of service (on a pro rata basis for a portion of a year of service);
- 15.5 accrued but untaken annual leave in accordance with the Annual Holidays Act 1944 (NSW); and
- 15.6 accrued but untaken long service leave in accordance with the Long Service Act 1955 (NSW).

16. CONSULTATIVE COMMITTEE

The parties agree to maintain the Consultative Committee to :-

- 16.1 meet regularly;
- 16.2 review the implementation of this Agreement; and
- 16.3 discuss and resolve issues of concern as they arise.

17. DISPUTES SETTling PROCEDURE

The parties to a grievance or dispute will take all reasonable steps to ensure that the following procedure is followed responsibly and expeditiously:

- 17.1 if an employee has any problem or concern in relation to his or her employment, the employee shall in the first instance discuss the matter with his or her immediate supervisor who will endeavour to resolve the issue expeditiously;
- 17.2 any unresolved matter shall then be referred to the Section Supervisor. This can be done by the employee himself or herself, the employee and his or her union delegate, or by the union delegate on behalf of the employee;
- 17.3 should the dispute still remain unresolved, appropriate assistance should then be sought from the Manager or his or her deputy and if necessary an official of the union concerned;
- 17.4 in the event of no agreement being reached, the dispute shall be referred to the Australian Industrial Relations Commission of New South Wales for conciliation.
- 17.5 where a grievance or dispute involves either party seeking to change an existing agreement or practice, the parties shall endeavour to identify and agree on what is the status quo, which shall then continue to prevail until the dispute is either resolved or at least until the parties have exhausted all steps in the above procedure.
- 17.6 whilst the procedure in Clause 17 is being followed, work shall continue without interruption and no form of ban, limitation or industrial action shall be applied.

18. JOB SECURITY MAINTENANCE

It is the Company's intention to maintain a permanent maintenance workforce at Yennora. It is not intended for contractors to be used to reduce our workforce numbers, but to focus the Tyco Water permanent workforce on work core to our industry. The intent is to improve reliability of the equipment on site and to reduce overall maintenance costs. This process will involve the consultation and participation of the maintenance workforce.

19. USE OF CONTRACTORS AND SUPPLEMENTARY LABOUR

It is Tyco's preference to engage permanent employees under the agreement, however there are occasions when the company requires contract and/or supplementary labour to undertake specific tasks and work not normally carried out by Tyco employees.

- 19.1 The Company will consult with the maintenance delegates prior to any decisions to use supplementary labour, in accordance with existing site arrangements. The object of the consultation process will be to reach agreement promptly.

19.2 Supplementary labour employed by Tyco under this clause will be paid no less than the ordinary time shop rate of the equivalent classification plus appropriate loadings as per the agreement.

19.3 In the event that an agreement is not reached in consultation process, the disputes resolution process will be implemented to resolve any disagreement.

20 NO FURTHER CLAIMS

The parties agree that they will make no further claims for the duration of this Agreement.

21. COMMITMENT TO THE AGREEMENT

The parties agree that they will do all things possible to ensure the people they represent are committed to the spirit and intent of this Agreement.

22 DURATION OF AGREEMENT *and from 11 April, 2001*

This Agreement will commence on ~~the Commencement date~~ and expire 16th October 2002.

23. NEW AGREEMENT

23.1 The parties agree that negotiations for the next agreement will commence no later than twenty one months after the commencement date.

23.2 The parties will participate in those negotiations in good faith and with a view to attempting to ensure that the new Agreement is ready to be put in place at the conclusion of this Agreement.

23.3 Without in any way limiting the generality of the above, in negotiating in good faith the parties will: -

23.3.1 establish the identity of those persons responsible for negotiating the new agreement on behalf of the Company on the one side and the Unions on site on the other side.

23.3.2 ensure that representatives participating in the negotiations for either the Company or the Unions have authority to negotiate the agreement and to speak with a single voice for either the Company or all Unions on site (as a single bargaining unit) as the case may be.

23.3.3 agree to meet at reasonable times proposed by the other party.

23.3.4 attend all meetings that the party has agreed to attend.

23.3.5 comply with all negotiating procedures agreed to by the parties

23.3.6 not unreasonably add or withdraw items for negotiation

23.3.7 disclose relevant information as appropriate for the purposes of the negotiations; and

23.3.8 not refuse or fail to negotiate with the other party.

24. AGREEMENT NOT A PRECEDENT

The Unions agree not to use this Agreement in any manner whatsoever to obtain similar arrangement or benefits in any other plant or enterprise, whether Tyco Water, or otherwise.

SCHEDULE 1 - WAGES
Schedule 1A - refer Clause 7.1

PAY STRUCTURE FOR THE JOB MODEL

Revised 16.10.2000

CLASSIFICATION	MARGIN GROUP	BASIC WAGE	MARGIN	TOOL	WEEKLY AWARD	OVER AWARD	TOTAL WAGE	% OF REF LEVEL	COMPETENCY POINTS
PIPEMAKER ENTRY LEVEL	PE	-	-	-	-	-	\$664.70	82%	32
PIPEMAKER LEVEL ONE	P1	-	-	-	-	-	\$726.10	90%	64
PIPEMAKER LEVEL TWO	P2	-	-	-	-	-	\$768.80	95%	96
PIPEMAKER LEVEL THREE	P3	-	-	-	-	-	\$806.70	100%	120
PIPEMAKER LEVEL FOUR	P4	-	-	-	-	-	\$855.30	106%	144
PIPEMAKER LEVEL FIVE	P5	-	-	-	-	-	\$903.80	112%	
ELEC TRADESMAN	T	\$121.40	\$384.30	\$9.40	\$515.10	\$344.50	\$859.60	-	Base
ELEC TRADESMAN GP 1	T1	\$121.40	\$398.40	\$9.40	\$529.20	\$357.10	\$886.30	-	Base + 15 A/B
ELEC TRADESMAN GP2	T2	\$121.40	\$413.10	\$9.40	\$543.90	\$366.90	\$910.80	-	Base + 30(max 24A)
ELEC TRADESMAN GP 3	T3	\$121.40	\$438.80	\$9.40	\$569.60	\$388.60	\$958.20	-	Base + 60(max 24A + 16 Core Band 2)
ENGRG EMPLOYEE LEVEL 3	C12		\$439.60		\$439.60	\$267.60	\$707.20	88%	32
ENGRG EMPLOYEE LEVEL 4	C11		\$460.50		\$460.50	\$285.90	\$746.40	93%	64
ENGRG TRADES LEVEL 1	C10		\$492.20	\$10.50	\$502.70	\$303.90	\$806.60	100%	Base
ENGRG TRADES LEVEL 2	C9		\$513.10	\$10.50	\$523.60	\$310.70	\$834.30	103%	Base + 12 A/B
ENG TRDS SPEC CL LEV 1	C8		\$533.90	\$10.50	\$544.40	\$312.20	\$856.60	106%	Base + 24 A/B
ENG TRDS SPEC CL LEV 2	C7		\$552.80	\$10.50	\$563.30	\$320.30	\$883.60	110%	Base + 36(max 24A)
ADV ENGRG TRADES LEVEL 1	C6		\$592.50	\$10.50	\$603.00	\$327.40	\$930.40	115%	Base + 48(max 24A)
ADV ENGRG TRADES LEVEL 2	C5		\$613.40	\$10.50	\$623.90	\$334.60	\$958.50	119%	Base + 60(max 24A + 16 Core Band 2)

SCHEDULE 1 - WAGES
Schedule 1B - refer Clause 7.1

PAY STRUCTURE FOR THE JOB MODEL

Revised 16.10.2000

CLASSIFICATION	MARGIN GROUP	BASIC WAGE	MARGIN	TOOL	WEEKLY AWARD	OVER AWARD	TOTAL WAGE	% OF REF LEVEL
PIPEMAKER ENTRY LEVEL	PE	-	-	-	-	-	\$691.30	82%
PIPEMAKER LEVEL ONE	P1	-	-	-	-	-	\$755.10	90%
PIPEMAKER LEVEL TWO	P2	-	-	-	-	-	\$799.60	95%
PIPEMAKER LEVEL THREE	P3	-	-	-	-	-	\$839.00	100%
PIPEMAKER LEVEL FOUR	P4	-	-	-	-	-	\$889.50	106%
PIPEMAKER LEVEL FIVE	P5	-	-	-	-	-	\$940.00	112%
ELEC TRADESMAN	T	\$121.40	\$384.30	\$9.40	\$515.10	\$378.50	\$893.60	-
ELEC TRADESMAN GP 1	T1	\$121.40	\$398.40	\$9.40	\$529.20	\$392.20	\$921.40	-
ELEC TRADESMAN GP 2	T2	\$121.40	\$413.10	\$9.40	\$543.90	\$403.00	\$946.90	-
ELEC TRADESMAN GP 3	T3	\$121.40	\$438.80	\$9.40	\$569.60	\$426.60	\$996.20	-
ENGRG-EMPLOYEE LEVEL 3	C12		\$439.60		\$439.60	\$295.90	\$735.50	88%
ENGRG EMPLOYEE LEVEL 4	C11		\$460.50		\$460.50	\$315.80	\$776.30	93%
ENGRG TRADES LEVEL 1	C10		\$492.20	\$10.50	\$502.70	\$335.70	\$838.40	100%
ENGRG TRADES LEVEL 2	C9		\$513.10	\$10.50	\$523.60	\$343.70	\$867.30	103%
ENG TRDS SPEC CL LEV 1	C8		\$533.90	\$10.50	\$544.40	\$346.00	\$890.40	106%
ENG TRDS SPEC CL LEV 2	C7		\$552.80	\$10.50	\$563.30	\$355.20	\$918.50	110%
ADV ENGRG TRADES LEVEL 1	C6		\$592.50	\$10.50	\$603.00	\$364.20	\$967.20	115%
ADV ENGRG TRADES LEVEL 2	C5		\$613.40	\$10.50	\$623.90	\$372.50	\$996.40	119%

"Schedule 2"

4 day Operation – Payment Arrangements

With the continuation of a 4 day operation with manufacturing operating on 4x12 hour shifts, and individual employees working 3 x 12 hour and 1 x 8 hour shifts per week, the following arrangements will apply for the calculation of various entitlements for those on the 4 day rosters.

For people working the 4 day rostered arrangements, ordinary hours consist of 3 x 10 hour days and 1 x 8, in a 38 hour week. Overtime would normally be worked to complete the number of hours required for normal shift operation.

To provide sufficient hours for manufacturing, this would generally provide a total of 44 hours per week in a normal production work. Some additional overtime may be required but it is the company's intention to continue to contract out some non-core cleaning functions and to share other functions between work teams and departments to balance the overtime across the plant.

25 SICK LEAVE

Entitlements to sick leave under both the Yennora General Award and the Metal Industry Award provide for sick pay based on a defined number of ordinary hours. Therefore, when a person is absent on approved sick leave, their leave balance will be reduced by the number of ordinary hours they were rostered to work on that day, with sick pay being paid to them accordingly. Any overtime hours rostered on the sick day would not be worked and would not be paid. Thus, depending on the day that a person is absent, they may be paid and have their balance deducted by 8 or 10 hours as appropriate.

26 PUBLIC HOLIDAYS

There are normally 10 public holidays in a year that could occur on Mondays to Fridays. There are exceptions such as when Australia Day falls on a Sunday and a public holiday is not proclaimed on the next week day.

If each public holiday is treated as 8 ordinary hours then, in any week where there is a public holiday on a normal work day, 8 hours would be deducted from the ordinary hours required to be worked in that week to be paid the full week's pay at ordinary hours. Manufacturing is not expected to be scheduled on any public holiday so everybody would be treated the same in terms of the number of hours they will be required to work in the week to complete 38 hours for the week.

27 ANNUAL LEAVE

Under existing leave arrangements, employees are entitled to 152 ordinary hours leave per year. Depending on a person's rostered arrangement, the effect may be slightly different, for example:

- * People on a 19 days/4 week roster would have 19 days plus 1 unpaid RDO off per year which provides the equivalent of 152 ordinary hours.
- * A person on a 20 days/4 week roster (i.e. no RDO) would take 20 days annual leave which provides the equivalent of 152 ordinary hours.

- * A person working a 4 day week roster would still be entitled to 4 full weeks off which could be regarded as 20 calendar days, or 16 rostered working days and 4 unpaid RDO's which provides the equivalent of 152 ordinary hours.

Each of these arrangements yield 152 ordinary hours of paid annual leave.

Employees are reminded that annual leave is to be taken in no more than two blocks per year and there is no entitlement to take single days.

28 OVERTIME

Overtime is to be calculated on a weekly basis to simplify administration and provide a fair outcome for employees.

For people working the 4 day roster, an individual needs to accumulate 38 ordinary hours in a calendar week before the payment of overtime.

Calculation of ordinary hours for this purpose is the total of actual hours worked, public holidays, sick leave, or approved unpaid sick leave which has been accompanied by a doctor's certificate. Any overtime worked in a calendar week will be paid at the rate of time and one half for the first two hours and double time for all hours thereafter.

Except that time worked on Saturday, Sunday or Public Holidays will be paid at the appropriate Award penalty rates.



29. SIGNATORIES

signed for and on behalf of:

The Australian Workers' Union, New South Wales

Name: Russellson
Position: State Secretary
Date: 8-12-2000

R. K. Russellson

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

Name: John Parkin
Position: Asst. State Secy.
Date: 23/3/2001

John Parkin

Communications Electrical Plumbers Union

Electrical Trades Union of Australia, NSW Branch

Name: Bernie Riordan
Position: SECRETARY
Date: 5.2.2001

B. Riordan

Tyco Water Pty. Ltd.

Yennora Works

ACN: 087 415 745

by its representative in the presence of

Name: William Jones
Position: GENERAL MANAGER
Date: 30-3-01

W. Jones

William Jones JP
Witness

(7800185)

