

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA2/01**

**TITLE: Manpower Services (Australia) Pty Ltd Kimberly-Clark Site  
Enterprise Agreement**

**I.R.C. NO:** 2000/6116

**DATE APPROVED/COMMENCEMENT:** 8 January 2001/1 October 2000

**TERM:** 12 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 14

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to Electrical Trade employees engaged pursuant to the Electrical Contracting Industry (State) Award, employed by the company at Williamson Road, Ingleburn

**PARTIES:** Manpower Services (Australia) Pty Ltd -&- Electrical Trades Union of Australia, New South Wales Branch



**Manpower Services (Australia) Pty Ltd**



# **ENTERPRISE BARGAINING AGREEMENT**

## **2000-2001**

### **MANPOWER SERVICES (AUSTRALIA) PTY LTD**

### **KIMBERLY - CLARK SITE**



**Manpower Services (Australia) Pty Ltd**

**1. TITLE**

This Agreement shall be known as the Manpower Services (Australia) Pty Ltd Kimberly-Clark Ingleburn site Enterprise Bargaining Agreement 2000.

**2. DEFINITIONS**

For the purpose of this Agreement:

— "Agreement" means this enterprise agreement.

— "Parent Award" means the Electrical Contracting Industry (State) Award.

— "Company" means Manpower Services (Australia) Pty Ltd.

— "Employee" means an employee of the Company performing work within the scope of this Agreement.

— "Union" means the Electrical Trades Union of Australia NSW Branch.

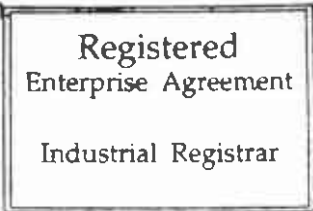
**3. PARTIES BOUND**

This Agreement shall be binding upon:

(a) Manpower Services (Australia) Pty Ltd.

(b) All employees whether members of the Union or not, engaged in any of the occupations, industries or callings, specified in the Parent Award.

(c) Electrical Trades Union of Australia NSW Branch.



**4. APPLICATION OF AGREEMENT**

This Agreement applies to the Company in respect of all Electrical Trade Employees who are engaged pursuant to the Parent Award and employed by the Company at the Kimberly - Clark Ingleburn site at Williamson Road, Ingleburn. Conditions of employment are as referred to in Appendix A attached.

This Agreement replaces and rescinds the Manpower Services (Australia) Pty Ltd Kimberly-Clark Ingleburn site Enterprise Award 1998.

Where there is any inconsistency between this Agreement and the Parent Award, the Agreement shall prevail to the extent of the inconsistency.

**5. DATE AND PERIOD OF OPERATION**

The Agreement shall come into operation on 1st October 2000, and remain in force until 30 September 2001

The parties to this Agreement undertake to commence negotiations on 1 August 2001, with the view to establishing a new (continuation) Agreement.

Notwithstanding the preceding paragraph, this Agreement can be terminated at or after the end of its nominal term by any one of the parties giving at least three months written notice of intention to terminate to each other party. Where such written notice is given, the parties hereby

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**Manpower Services (Australia) Pty Ltd**

agree that they shall make an application to the Industrial Relations Commission of New South Wales for this Agreement to be rescinded with the mutual consent of all the parties.



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**Manpower Services (Australia) Pty Ltd****6. NO EXTRA CLAIMS**

The parties shall not pursue any extra claims, either award, over-award or safety net increases for the life of the Agreement. Where any dispute arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement.

**7. NOT TO BE USED AS A PRECEDENT**

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other State, Territory, division, plant or enterprise.

**8. OBJECTIVES**

This Agreement has been jointly developed by the parties with the purpose of developing and implementing workplace reform strategies within the Electrical Trades work-scope so as to produce a continuous improvement environment aimed directly at improving the competitiveness of the Company within the marketplace, thus delivering projects on time and within budget along with job satisfaction and security for employees.

The parties to this Agreement are committed to the following shared objectives:

- to ensure customer satisfaction in the provision of services.
- increasing the competitiveness, productivity, efficiency and flexibility of the Company and its workforce.
- creating a co-operative, safe and productive environment on the Company's projects.
- continuing the development of more flexible, efficient and adaptable management and work practices.
- establishing and developing better and more effective communication and consultation between the Company and employees.
- to foster a commitment to the Company's Quality Management System.
- improving job security and the working environment.
- to provide for the use of the full range of skills and knowledge held by employees.
- to substantially reduce and eventually eliminate lost time.

**9. CONTRACT OF EMPLOYMENT**

9.1 In addition to Parent Award obligations, it is a term and condition of employment and of the obligations and rights occurring under this Agreement that an employee shall:

- (a) Become entitled to payment of the wage prescribed herein, be available, ready and willing to perform such work, including shift work, as the Company shall reasonably require in accordance with the terms and conditions outlined in this Agreement; and
- (b) Comply with any request of the Company within the requirements of the work at hand to work reasonable overtime in excess of the ordinary hours at any time



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during the seven days of the week at the appropriate remuneration prescribed herein; and

- (c) Recognise the requirement of the Company to have an appropriate mix of classifications and skills during any hours of work; and
- (d) Properly use all appropriate protective clothing and equipment provided by the Company for specified circumstances; and
- (e) If injured at work employees shall comply with the company's Occupation Health and Safety and Rehabilitation Policy and procedures. Where medical treatment is necessary employees will be required to have the treating doctor complete a company assessment identifying normal or alternative/suitable duties etc, with the view to the injured workers earliest possible return to work. Company supervisors/rehabilitation coordinators may meet with the injured worker and the treating doctor to discuss the nature of work available.
- (f) Use any technology and perform any duties which are within the limits of the employee's skill, competence and training, that can safely and legally be performed; and
- (g) Understand that termination of employment will be based on job requirements and skills and that the principle of "last on-first off" will not apply. It is the need and requirements of the Company together with the efforts, skills and abilities of the employee which will be the determining factors regarding the retrenchment of employees. However, where efforts, skills and abilities are equal then seniority shall take precedence; and
- (h) Adhere to agreed start and finish times for all work periods; and
- (i) Accept changed work practices and methods and awards on such matters that are designed to improve the performance of the Company, provided agreed consultative processes are followed; and
- (j) Comply with the Dispute Settlement Procedure of this Agreement on all occasions.

9.2 All new employees (other than casuals) will be engaged on the basis of a two month probationary period. The Company reserves the right to terminate a probationary employee at any time during this two month period subject to a week's notice or payment in lieu thereof.

9.3 The Company's right to employ persons on a specified task and/or specified period basis is acknowledged.

**10. HOURS OF WORK**

10.1 The parties agree that the current working arrangements for hours of work provisions (including, but not limited to, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered during the life of this Agreement following consultation and award between the Company and the majority of employees concerned to meet project and/or shift work or operational requirements. The criteria that will be used in assessing the desirability of proposed changes to hours of work will



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include the impact on efficiency, operational and project requirements, productivity, quality and quality of life.

**11. ELECTRONIC FUNDS TRANSFER**

The parties agree that all employees will be paid by Electronic Funds Transfer. All employees will nominate a bank account for this purpose.

**12. CONSULTATIVE MECHANISM**

The parties agree that a precondition for the effective operation of this Agreement is the establishment of a Consultative Committee within the Company. It is agreed that through the Consultative Committee, the Company and employees will examine all issues relating to the productivity and efficiency of the Company.

The Consultative Committee shall consist of equal numbers of Company representatives and employee elected representatives to a maximum of six.

**13. MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY**

13.1 This Agreement is based on achieving further involvement in the enterprise by putting mechanisms in place in conjunction with the Consultative Committee(s)

To achieve demonstrable gains in productivity and efficiency. This will include but not be limited to the following:

Implementation of this Agreement and its objectives.

Determination of benchmarks, best practices and continuous productivity improvement.

A skills formation programme.

Time productivity improvement programme.

Communication between the company and its employees.

Fostering a consultative and co-operative environment and setting and accepting appropriate levels of accountability and responsibility.

**13.2 Employee Involvement**

Employees shall be involved in activities to provide improvement in the following areas:

- (a) Overall cost of quality including warranty problems, reworks, liability and scrap.
- (b) On-time completion of project works.
- (c) Employees to accept responsibility and ownership of jobs.
- (d) Identifying areas of training required, that is in direct relationship to improving the overall business.
- (e) Developing a co-operative and harmonious working environment.
- (f) Ensure that lost time and absenteeism is kept to a minimum.

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- (g) Establish that correct and safe work processes are performed, including the reporting of problem areas.
- (h) Acceptance that customer focus and service are of paramount importance and should underline the individual's commitment.
- (i) Increasing awareness and foreseeing potential work delays that may lay ahead due to lack of access or material shortages etc, so that action can be taken to alleviate delays.
- (j) Recording of location and activities to assist with job monitoring and control.
- (k) Correct use and looking after safety equipment.
- (l) Correct use and maintenance of tools, plant and vehicles.
- (m) Prompt reporting of accidents and hazards.

**13.3 Training/Information**

The Consultative Committee will investigate training and information needs in the following areas:

- (a) Customer Service
- (b) TQM
- (c) Quality Assurance
- (d) On-the-job and technical training
- (e) Health and Safety Training

**13.4 Training and Education Reimbursement**

Employees will be able to seek reimbursement for training skill upgrading expenses relevant to the positions that they are employed in. All cases for reimbursement for educational and training expenses will be approached on an individual basis. Payment will at all times be at the Company's discretion.

**13.5 Performance Indicators and Productivity Measures**

To measure the effectiveness of the improvement program and initiatives, the Company records and displays a number of performance indicators in relation to the business. These can be divided into two categories:

- (a) Overall company performance measures applicable to the site.
- (b) Performance measures on specific areas of the contract works.

Examples of performance measures for the businesses include, but are not limited to:

- (a) Field Quality
- (b) On-time completion of project works





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- (c) Cycle time reduction
- (d) Internal Process Quality
- (e) Overall cost of poor quality
- (f) Number of customer complaints
- (g) Total absenteeism
- (h) Total overtime
- (i) Trade Based Labour utilisation
- (j) Time lost due to accidents

**13.6 Benefits gained from productivity, efficiency, flexibility actions and measures**

- (a) The Company is able to concentrate labour into areas of maximum benefit.
- (b) More efficient use of labour.
- (c) Commitment to "Quality and Customer Focus" by all employees will enhance service.
- (d) Focus on absenteeism and direct labour productivity will reduce the labour cost of the Company's service and improve its competitive position.
- (e) The Company will ensure that training provided in accordance with the provision of Clause 13.3 will increase skills and knowledge resulting in lower rework levels, accident rates and increased service performance.

**14. REDUNDANCY**

- 14.1 The Company will make redundancy contributions to MERT at the rate of \$45.00 per completed week of service for all employees covered by this Agreement, excepting apprentices.
- 14.2 Time served as an apprentice will not be included in the determination of continuous service.

**15. WAGE INCREASES**

- 15.1. In recognition of the productivity measures herein and subject to the continued commitment to and implementation thereof, the following 4 percent increase in shall apply.

CLASSIFICATION	RELATIVITY	4% INC. EFFECTIVE -----1/10/2000----- ALL PURPOSE HOURLY RATE
ELECTRICIAN (2 MONTH PROBATIONARY PERIOD)	100%	\$20.70

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<b>SPECIAL CLASS ELECTRICIAN (HAVING SUCCESSFULLY COMPLETED A 2 MONTH PROBATIONARY PERIOD)</b>	110%	\$22.80
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15.2 Allowances, including electrician's licence and tool allowance have been included in the hourly rate of pay.

**16. PROCEDURE FOR RESOLVING CLAIMS, ISSUES, AND DISPUTES**

All parties to this Agreement recognise and accept that people have differing viewpoints and hence, conflict will arise from time to time. To ensure the credibility of the Company and the job security of employees, it is agreed that it is in the interests of all parties to manage the resolution of conflict by means that do not damage the Company's business or its client relationships.

To enable claims, issues and disputes to be progressed while work proceeds normally and without interruption, the procedures outlined in this clause will apply.

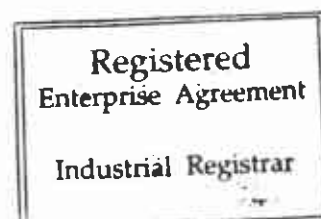
- \* Employee/s and/or delegate of the union/s will place the claim, issue or dispute before the front line supervisor. This group will take all reasonable steps to settle the matter together.
- \* Failing agreement, all parties will place the claim, issue or dispute before the site manager. This group will take all reasonable steps to settle the matter.
- \* If the claim, issue or dispute remains unsettled, the delegate/s and/or employee/s will contact their union official immediately who will arrange a conference with company management in order to settle the matter
- \* If the claim, issue or dispute remains unsolved at this stage, then the parties shall refer the matter to the Industrial Relations Commission of NSW for resolution through conciliation and or arbitration.

The above procedures will be progressed quickly, but reasonable time limits will be applied.

- Where a claim, issue or dispute relates to a safety matter the above procedure will be followed. However, where an Occupational Health and Safety Committee exists, the committee or a member of the committee may be involved in assisting the settlement of the matter. Upon advice that a *safety dispute exists*, the supervisor will take immediate corrective action to allow work to continue without risk to health and safety. Nothing in this procedure changes the rights and obligations employees and employers have under the N.S.W. Occupational Health and Safety Act. 1983.

**17. TOP UP / 24 HOUR ACCIDENT INSURANCE**

The Company shall provide top up insurance/24 hour accident insurance on behalf of its employees. The insurance shall have a cover of 100% income protection up to \$1500.00 per week.



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**APPENDIX A**

**CONDITIONS OF EMPLOYMENT**

The following conditions of employment apply for work performed by the Company's employees at Kimberly-Clark Australia, Williamson Road, Ingleburn.

**12 HOUR ROTATING SHIFT SEVEN DAY MONDAY TO SUNDAY CONDITIONS**  
**Hours of Work**

7.00am - 7.00pm, day shift  
7.00pm - 7.00am, night shift

**Shift Payment**

A 30% night shift loading applies in respect of the first 8 hours worked on each of the night shifts Monday to Friday inclusive.

**Shift Arrangement**

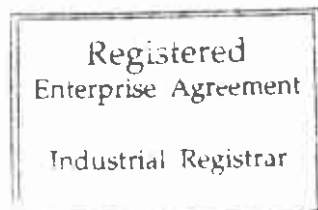
**Shift 7-day, 12-hour rotating roster**

<b>ELECTRICIAN'S 24-HOUR 7-DAY ROSTER</b>								
Hourly Rate	W/D D/S	SAT D/S	SUN D/S	W/D N/S	SAT N/S	SUN N/S	4 Wk Total	WKLY AVG
Ord	8						40	10
Shift				8			40	10
T/Half	2	8		2	8		36	9
D/Time	2	4	12	2	4	12	52	13
Equiv. Ord	15	20	24	17.4	20	24	250	62.5

**Superannuation** Superannuation shall be calculated at 10% of gross earnings of hours worked, excluding travel allowance

**Annual Leave** 5 Weeks as previous table:  
62.5 extended hours x 5 = 312.50 hours ordinary per annum

The rate at which hours are taken are as per the shift roster  
ie. M - F DAY 8+ 3 +4 = 15 hrs per day  
M - F NIGHT 10.4 + 3 + 4 = 17.4 hrs per day  
SAT. 12 + 8 = 20 hrs per day  
SUN. = 24 hrs per day



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Sick Leave

From January 1st, 1997, a permanent employee with more than 3 months service who is absent from work on account of personal illness shall be eligible to be paid the following leave provisions, based on 12 ordinary hours per day.

- 5 days per annum for service in the first year of employment up to 1st January of the second year; (Pro-rated 0.42 of day per month of service) ;
- 6 days per annum for service beyond January 1st of the second year of employment.
- 8 days per annum for service beyond 1st January at the third year of employment.

Accident Pay

Incapacitated workers receiving Workers Compensation shall be entitled to 12 ordinary hours pay per day x 14 days per 28 days (ie 168 ordinary hours per month)

Shift Substitution

A 12 hour 7 day rotating shift worker required to fill in for five day, day shift workers for periods of Annual Leave, Sick Leave etc, shall receive their normal working hours (8 ord, 2 T1/2, 2 DT) without loss of pay during such short term substitution periods.

**10 HOUR FIVE DAY MONDAY TO FRIDAY CONDITIONS**

The normal span of hours of work for employees on a 10 hour roster is 6.00am to 7.00pm Monday to Friday.

The starting and finishing times of an employee will only be varied by mutual agreement.

The 10 hour shift is based around a 38 hour week with paid overtime. The notional arrangement is :-

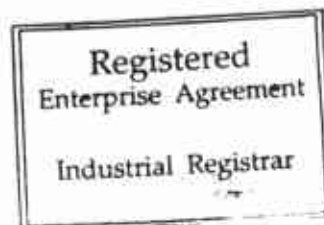
4 days @ 10 hours	=	38 hours plus 2 hours RDO accrual
1 day @ 2x1.5 hrs	=	3 hours
@ 8x2.0 hrs	=	16 hours
Total worked <u>50 hours</u>	=	<u>57 hours</u> plus 2 hrs RDO (59 hrs)

This arrangement is then implemented so as to provide average pay on the basis of an RDO being available each 24 days worked. i.e.  $24 \times .4 = 9.6$  hrs

The payment of a 18% shift penalty in respect of the 10 hrs x 5 days (50 hrs x 18% = 59 hrs) alleviates the need for an identified overtime day and allows all days to be treated equally for accrual and leave deduction.

Therefore,

Paid hours	9.60	x 5 = 48.00 x 18% = 56.64
RDO hrs	.40	x 5 = 2.00 x 18% = 2.36
Hours worked	<u>10.00</u>	<u>59.00</u>



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**Manpower Services (Australia) Pty Ltd**Overtime

All work performed other than the 50 ordinary hours shall be paid overtime at Double time rates. The overtime rate does not include the 18% shift loading.

Public Holidays

Paid as 10 hrs + 18% with .4 hrs accruing towards an RDO

Sick Leave

Paid as 10 hrs + 18% with .4 hrs accruing towards an RDO.(8 days per year)

Annual Leave

Paid as 10 hrs + 18% with .4 hrs accruing towards an RDO  
(i.e. 10 hrs x 19.2 days =192hrs) Therefore 192hrs + .8hrs RDO accruing = 200hrs

Superannuation

Superannuation shall be calculated at 10% of gross earnings of hours worked, excluding travel allowance.

RDO

Paid as 9.6 hrs + 18% per day paid.

Effective in your pay weekending 13 September 1998 the 18% loading shall be built into your ordinary rate of pay and shall be paid in respect of all ordinary hours including P/H, S/L, A/L and RDO.

Common conditionsTravel

\$8.00 per day worked

Timesheets

Timesheets to be signed by yourself and KCA representative and left for pick up at normal designated area. It is the employees' responsibility to inform Manpower Services staff of any requested leave four weeks prior to the intended date.

Attendance

If, for any reason, you are unable to attend normal rostered shift, we require you to advise the office, or make an alternative arrangement with KCA, so a suitable replacement can be arranged.

Pay Day

Each Thursday via direct deposit to your nominated bank account. Pay slips are mailed each week.

Queries

Please contact office for solution to any problems on 02 9204 3800.

Bonus Pays

All additional bonus pays will be calculated and paid separate to weekly pays

**Enterprise Bargaining Agreement 2000-2001**

Registered  
Enterprise Agreement

Industrial Registrar

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**Manpower Services (Australia) Pty Ltd****WORK ARRANGEMENT:**

- 1) The critical factor of your job is to ensure continuous production at the Kimberly-Clark Plant.
- 2) On site, you are to be supervised by the Clients Representative.
- 3) Prior to each shift, you are required to be available 15 minutes prior to normal starting time, for instruction and hand-over. At the end of each shift you are required to remain until the hand-over is completed.
- 4) Electrical Trades Cover will be provided at all times on site.
- 5) Should you be unable to cover a shift because of accident/sickness, or otherwise, you must notify any of the below:
  - a) The Clients Representative
  - b) A Manpower electrician on the shift prior to your shift
  - c) The Manpower office.
- 6) At all times it is expected that our electricians will be reliable, responsible and converse with the Kimberly-Clark staff in a concise, polite manner.
- 7) You are required to fill in a daily log book for KCA.
- 8) You are required to abide by KCA Mill safety procedures.
- 9) Any time worked over and above your normal shift must be authorised and signed for on your timesheets by KCA representative.
- 10) You will be required to sign a standard confidentiality agreement with Kimberly-Clark Australia.
- 11) Termination of Employment

Normal termination is two (2) full week's notice (14 days) notice by you, or by Manpower Services (Australia) Pty Ltd.
- 12) At the request of the client and Manpower Management there may be a need to implement different hours of work, including alternative employment conditions to those listed above.

These arrangements may apply to various groups or sections of employees and will be entered into by agreement by the parties to this Agreement.



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# Signature Page

For and on behalf of:

**Communciations, Electrical, Electronic, Energy, Information,  
Postal, Plumbing and Allied Union of Australia,  
Electrical Division, NSW Divisional Branch.**

Signed *[Signature]*  
 Position ORGANISER  
 Dated 27 OCTOBER 2000  
           Day           Month  
 Witnessed *[Signature]*  
 Name CLAYTON GRIMLEY  
 Dated 27th OCTOBER 2000  
           Day           Month

For and on behalf of:

**Manpower Services (Australia) Pty Ltd**

Signed *[Signature]*  
 Position CEO  
 Dated 17 NOVEMBER 2000  
           Day           Month  
 Witnessed *[Signature]*  
 Name Jennifer Gray  
 Dated 17 November 2000  
           Day           Month

**Enterprise Bargaining Agreement 2000-2001**



*[Signature]*  
*[Signature]*