

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/182

**TITLE: Prysmian Power Cables and Systems Australia Pty Ltd
Enterprise Agreement 2005-2007**

I.R.C. NO: IRC6/1195

DATE APPROVED/COMMENCEMENT: 13 March 2006 / 6 July 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/179.

GAZETTAL REFERENCE: 2 June 2006

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all all employees employed by Prysmian Power Cables and Systems Australia Pty Ltd., located at 1 Heathcote Road, Liverpool NSW 2170, who fall within the Rubber, Plastics and Cable Making Industry General Award 1998 and the Metal, Engineering and Associated Industries (State) Award.

PARTIES: Prysmian Power Cables and Systems Australia Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, National Union of Workers, New South Wales Branch, The New South Wales Plumbers and Gasfitters Employees' Union

**PRYSMIAN POWER CABLES AND SYSTEMS AUSTRALIA PTY LTD
ENTERPRISE AGREEMENT 2005-2007**

TABLE OF CONTENTS

Clause	Page
1. Title.....	2
2. Preamble.....	2
3. Application and Incident of Agreement	2
4. Parties	2
5. Date and Period of Operation	2
6. Relationship to Awards and Certified Agreement.....	2
7. Objective of this Agreement	3
8. Flexibility.....	3
9. Continuous Improvement	3
10. Measures to Achieve Gains in Productivity, Efficiency and Flexibility	4
11. Training and Multi-skilling	3
12. New Classification Structure (NUW only)	6
13. Apprentices	7
14. Deduction of Union Membership Fees.....	8
15. Trade Union Training Leave	8
16. Leave for Participation in Delegates Meeting.....	9
17. Entry of Union Officials to Site.....	9
18. Freedom of Choice in Superannuation.....	10
19. Income Protection Insurance Scheme.....	11
20. Payment of Overtime for Employees Engaged on 12 Hour Shift Rosters	11
21. Payment for Shift Workers Not Required to Work on Public Holiday.....	11
22. Shift Loading Whilst on Annual Leave.....	11
23. Notification of a Shift Change	11
24. Continuation of Income Whilst Workers Compensation Claim is Being Processed	11
25. Contracting Out of Activities	11
26. Public Holidays and Other Leave	11
27. Single Day Sick Absences	11
28. Carer's Leave.....	11
29. Redundancy.....	12
30. Dispute Resolution Procedures	15
31. Changes in Rates and Allowances.....	16
32. Absorption	18
33. No extra claims.....	18

1. Title

1.1 This Agreement shall be referred to as the Prysmian Power Cables and Systems Australia Pty Ltd Enterprise Agreement 2005-2007 (**the Agreement**).

2. Preamble

2.1 This Agreement reflects the understandings of the parties and the need to continue the high level of cooperation in identifying and implementing

opportunities to reduce cost, improve operational efficiencies, the reduction in waste and competitive business performance.

3. Application and Incident of Agreement

3.1 The Agreement shall apply at the establishment of Prysmian Power Cables and Systems Australia Pty Ltd at 1 Heathcote Road, NSW in respect of all employees who are engaged in any of the occupations or callings specified in the Federal Rubber Plastic and Cable Making Industry General Award 1998, or Part 1 of the Metal, Engineering and Associated Industries Award (excluding employees in the mechanical field).

4. Parties

4.1 The parties to this Agreement are Prysmian Power Cables and Systems Australia Pty Ltd (Prysmian), all employees of Prysmian whether or not members of any of the following employee organizations (Unions):

- (a) The National Union of Workers, (NSW Branch) (NUW);
- (b) Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Division (NSW Divisional Branch) (CEPU).
- (c) The Automotive, food, Metals, Engineering and Printing Kindred Industries Union (NSW Branch) (AMWU).

5. Date and Period of Operation

5.1 This Agreement shall come into operation on first pay period on or after 6 July 2005 and shall remain in force till 6 July 2007. Negotiations for a replacement Agreement shall commence at the formal request of any party 2 months prior to expiry date.

6. Relationship to Awards and Agreement

6.1 The Agreement replaces all previous agreements howsoever called. It is recognised that issues agreed to in prior certified agreements are honoured by both parties with any identical issues being superseded by the most recent agreement. Where there is no specific reference to conditions contained in this Agreement, relevant Awards will be referred to. The relevant Awards applicable are Federal Rubber Plastic and Cable Making Industry General Award 1998 and the Metal Engineering and Associated Industries Award 1998, as varied from time to time.

6.2 Where there is any inconsistency between any relevant Awards and the Agreement, the Agreement shall apply to the extent of the inconsistency.

7. Objective of this Agreement

7.1 Prysmian and its employees have entered into the Agreement in order to improve the performance and thus sustain the long-term viability of Prysmian by:

- (a) being recognised as a supplier of choice for high quality energy cables and systems at a market competitive price,
- (b) providing an acceptable return to shareholders and employees with investments in Prysmian through productivity and efficiency gains,
- (c) enhancing an environment of continuous improvement and cost reduction that provides a sound basis for successful competition in the market place through the implementation of the new classification structure,
- (d) implementing the new classification structure and co-ordinating the essential training requirements to support that structure through efficiency and skills, by promoting trust and job security for employees, and
- (e) employees and unions supporting change, which will ensure the viability of the Prysmian operations and the ability to create a skilled, trained and motivated workforce.

8. Flexibility

8.1 **Shift Changeover** – The parties agree that there will be a shift changeover of 15 minutes at the end of the shift where it is deemed necessary. Outgoing operators will be required to give a full update to incoming operators during the 15-minute changeover to ensure a smooth handover. The shift changeover will be paid at overtime rates. Employees who cannot work the 15-minute changeover will need to discuss the individual circumstance with their Process Owner. After discussion with their Process Owner any employee unable to comply with the requirement will not be compelled to work the 15-minute changeover.

9. Continuous Improvement

9.1 This process requires the involvement of employees participating in training to achieve skill sets and classification levels, which reflect appropriate pay rates.

9.2 The parties acknowledge that the implementation of the terms of this agreement are practical and represent a commonsense approach to maintaining Prysmian's viability and will create workplace improvements by using employee skills, knowledge and expertise by promoting security through a trade-like career structure.

9.3 The parties acknowledge there is a genuine commitment to facilitate a free-flow of ideas from employees through processes and across processes.

9.4 At times it may be appropriate for new arrangements to be trialled prior to implementation. Such trials will be conducted following consultation with and agreement from the appropriate Consultative Committee, and where required the appropriate Union, on the most effective means of implementing the change. The

Consultative Committee will not unreasonably withhold their agreement to new arrangements.

- 9.5 During the life of this Agreement new technology, efficiency and training measures are likely to be introduced. The parties support the introduction of new technology, efficiency and training following consultation with the appropriate Consultative Committee.

10. Measures to Achieve Gains in Productivity, Efficiency and Flexibility

- 10.1 The parties are committed to initiatives that achieve real and practical gains in productivity, efficiency and workplace flexibility, which are developed and implemented as key aspects of the Agreement and future reforms.
- 10.2 Initiatives to be included will be drawn from, but not limited to, the implementation of the new classification structure and associated training, assessment of current skill sets and the alignment of those skill sets to the new classification structure with further alignment to relevant pay rates, reduction of scrap, review of machine manning, strategies for the reduction of absenteeism, extension of labour flexibility and multi-skilling and improvement of machine Overall Equipment Efficiency (OEE). OEE is the process by which improvements are made on the efficiency of equipment.
- 10.3 Specific initiatives for the life of this Agreement shall include, but are not limited to, the establishment of Key Performance Indicators (KPI's) for waste and productivity.

These indicators will be measured on a quarterly basis, with a target of a 1% improvement on the base indicator, per quarter, over the life of the agreement.

KPI calculation/process/monitoring shall be as per project trial in 2005, and as per reference documents – 1) KPI scheme, which details the agreed parameters and targets over the life of the agreement & 11) KPI implementation plan, which sets out the agreed procedures for its implementation.

There shall be a formal KPI review & re-assessment (may involve IRC if either party views as necessary) at the end of year 1, which is in addition to normal ongoing reviews as laid out in reference documents. The parties agree that KPI's are vital.

11. Training & Multi-skilling

- 11.1 The parties recognise the importance of training and multi-skilling to the future of Prysmian Cables. Prysmian is committed to the maintenance of competency-based training and skill based career paths and on these aspects Prysmian will consult with the Training or Consultative Committee.
- 11.2 Employees shall not unreasonably refuse to participate in training initiatives and programs to the level at which they are classified.
- 11.3 The training within Prysmian shall be consistent with the following principles:
- (a) training shall be consistent with a training plan;

- (b) the assessment of employee's skills will be competency based. If there is a disagreement it will be referred to the relevant Training or Consultative Committee; and
- (c) work change, where possible, shall occur to ensure that employees' skills are utilised to the maximum extent. Pysmian training conducted outside ordinary hours shall be paid for at ordinary rates for the actual time spent training. Pysmian will make every effort to conduct training during normal working hours and where this is not possible training will be voluntary.
- (d) Pysmian may direct employees to carry out all duties that are within the limits of the employee's skills, competence and training - such duties will not be intended to promote de-skilling.
- (e) Pysmian may direct employees to carry out such duties and use such tools and equipment as may be required and employees shall comply with any such direction provided that the employee has been properly trained in the use of such tools and equipment.
- (f) Employees shall undergo all reasonable directions to undertake training to improve their skill sets and to advance them through the classification structure.
- (g) Directions issued by Pysmian pursuant to this clause shall be consistent with its responsibilities to provide a safe and healthy working environment.

12. New Classification Structure (NUW only)

- 12.1 A new classification structure has been implemented to underpin the future viability of Pysmian's operations at Liverpool. What is clear from the discussions to date is that unless the restructure is implemented then the continuance of the operations as they currently exist is in doubt.
- 12.2 The parties sought the assistance of the New South Wales Industrial Relations Commission on this issue and the new classification structure became effective as of 24 March 2003. It is recognised that training and classification issues may arise out of the implementation of the new structure and the parties agree to continue working on these issues through the Training Review Committee.
- 12.3 Any changes to the new classification structure implemented on the 24th March 2003 will only be adopted on agreement by all parties involved in the Training Review Committee
- 12.4 Should a dispute or grievance arise in relation to the implementation of the classification structure both parties will follow the procedures outlines in Clause 27 of this agreement titled Dispute Resolution.
- 12.5 The purpose of the new classification structure is to promote the acquisition and use of skills, abilities, flexibility required by Pysmian.
- 12.6 Through this process employees will have access to promotion opportunities, which take into account, not only the skills, abilities, flexibilities and knowledge already acquired but also the level and quality of job performance achieved by an

individual. Training and continued development is an integral part of this restructure.

12.7 The underlying features of the new classification structure are that employees will obtain a clear career progression, recognise what their skills are, apply those skills across the site and become multi-skilled. This in turn will provide them with certainty as to their tasks and responsibilities on a day-to-day basis and for the long term.

12.8 **The New Classification Structure** - The new classification structure will provide:

- (a) specialisation of knowledge within a process area;
- (b) flexibility to move people according to work peaks;
- (c) flexibility to move people according to training, experience and skill on various machines across work sites;
- (d) assessment of core competencies required at different levels, which will underpin advancement through the structure and pay increases. It will also provide the basis for training and management of performance; and
- (e) recognition in areas of process knowledge, responsibility and efficiencies as an underlying necessity for any continued operation at Liverpool.

12.9 **Concept of the new classification structure** - The new classification structure is built around the concepts of:

- (a) providing employee job security;
- (b) operational viability;
- (c) developing leadership and management skills;
- (d) developing specific competencies at each level;
- (e) developing skills within specialised process areas;
- (f) increasing access to structured training that removes barriers at particular levels;
- (g) increasing ownership and participation in planning;
- (h) increasing levels of responsibility and accountability; and
- (i) progression towards a multi-skilled workforce.

- 12.10 Through the development of competencies, employees will become multi-skilled across machines within the same manufacturing process. They will also have access to training which will give them skills that are effective, trade like and marketable.
- 12.11 This will mean that two employees can have the same classification, be paid the same rate of pay, but have a totally different set of machine and process skills.
- 12.12 The classification structure will ensure that employees are competent to work across the site, based on each employee's incremental development in a discreet process area (eg extrusion, mixing, rotating plant etc).
- 12.11 Implementation Plan and Classification Structure was agreed on 24 March 2003 on the recommendation by the New South Wales Industrial Relations Commission. (Note: The classification structure contained in Schedule A contains changes which have been adopted on agreement by all parties involved in the Training Review Committee since 24 March 2003.

13. Apprentices

- 13.1 Prysmian is committed to the development of skilled tradespeople for the maintenance of its plant and equipment. As part of this process the Company will continue its practice of training apprentices by agreeing to train 1 mechanical and 1 electrical apprentice in the maintenance area on an ongoing basis.

It is further agreed by both parties that the training of two apprentices shall commence no later than three months after the registration of this agreement

- 13.2 Apprentices will continue to receive paid training. Apprentices will be indentured through a contract of training governed by vocational training orders as determined by the NSW Department of Training and Education Co-ordination. The payment of wages shall follow the principles of the Federal Metal Industry Award. Training delivered will be training recognised by the appropriate Industry Training Advisory Board and be of a nationally consistent and portable nature.
- 13.3 The company shall reimburse all TAFE fees and prescribed text book costs of the Apprentice subject to the appropriate competency achievement and receipts being produced
- 13.4 If Prysmian agrees to employ an apprentice at the end of their apprenticeship the time served during the apprenticeship shall be counted, for all purposes (other than payment of wages), as continuity of service and employment.

14. Deduction of Union Membership Fees

- 14.1 Prysmian will continue, upon employee written authorisation, the practice of deducting union membership fees, as levied by the union in accordance with its rules, from the pay of employees who are members thereof. Such monies will be forwarded to the union at the end of each accounting period with all necessary information to enable the reconciliation and crediting of subscription to the members' accounts.

15. Trade Union Training Leave

- 15.1 The parties to this award recognise that the provision of training for employees and members of the site Consultative Committees and Union Delegates may be appropriate to further the objectives of a sound industrial relations environment.
- 15.2 Subject to sub-clause 15.3 the Union delegate or the elected work place representative with more than six months continuous service, with approval of the Union and upon application in writing shall be granted up to 5 days leave with pay each calendar year, not cumulative, to attend courses conducted or approved by the Trade Union Training Authority, which are designed to promote good industrial relations and industrial efficiency within the industry.
- 15.3 The application to the employer must be in writing and include the nature, content and duration of the course to be attended.
- 15.4 Up to 5 days leave per eligible employee in any calendar year will be provided for training subject to the following limitations:
- (a) Where the Union has coverage of more than 3 but not more than 50 employees under this Agreement 2 employees may be granted leave.
 - (b) Where the Union has coverage of more than 50 but not more than 100 employees under this Agreement 3 employees may be granted leave.
 - (c) Where the Union has coverage of more than 100 employees under this award Agreement 4 employees may be granted leave.
 - (d) The granting of leave, pursuant to this clause, shall be subject to the employee or the Union giving not less than 25 working days notice of

the intention to attend such course, or such lesser period of notice as may be agreed by Prysmian.

- (e) The granting of leave pursuant to this Clause shall be subject to the Process Owner being able to make adequate staffing arrangements amongst current employees during the period of such leave.
- (f) Leave of absence granted pursuant to this clause shall count as service for all purposes of the relevant Award.
- (g) Each employee on leave approved in accordance with this clause shall be paid all ordinary time earnings. For the purpose of this sub-clause, "ordinary time earnings" for an employee means the base rate of pay, superannuation and shift loading which otherwise would have been site payable but excludes overtime.
- (h) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- (i) An employee may be required to satisfy Prysmian of attendance at the course to qualify for payment of leave, unless the employee would otherwise have been entitled to payment of Annual Leave. The employee who attended the course must complete the required training record documentation.
- (j) In the event a scheduled rostered day off falls within a period of leave approved pursuant to this clause, an alternative day of leave shall be substituted in lieu.

16. Leave for Participation in Delegates Meeting

- 16.1 Subject to sub-clause 15, the Union delegate or the elected work place representative with more than six months continuous service, with approval of the Union and upon application in writing to Prysmian shall be granted up to 24 hours leave with pay each calendar year, not cumulative, to attend Union Delegates Meetings with Union Officials.

17. Entry of Union Officials to Site

- 17.1 Any Secretary of the Union or any Official authorised by the Union and registered in accordance with the New South Wales Industrial Relations Act 1996 shall not be prevented by Prysmian Management from visiting and conversing with the employees working under this Certified Agreement in the dining room and/or change room at meal times or before or after the hours of work provided the union/s have complied with the following:

- (a) By prior arrangement with the site Human Resources Manager or, in their absence the site Plant Manager or other management representative, a duly accredited Union Official shall have the right to visit and discuss issues with the Union Delegate provided that he/she does not unduly interfere with the continuation of work in progress.

- (b) By prior arrangement with the site Human Resources Manager or, in their absence the site Plant Manager or other management representative, a duly accredited Union Official shall have the right to visit and inspect any job at any time in the presence of the site Human Resources Manager and responsible Process Owner when work is being carried on, whether during or outside ordinary working hours, and to interview employees covered by this Agreement, provided that he/she does not unduly interfere with the work in progress.
 - (c) In each case, entry of a duly accredited Union Official shall be subject to the following conditions:
 - (d) The Union Official or Union Delegate advises the site Human Resources Manager, or in their absence the site Plant Manager or other management representative, of their intention to visit the site prior to arrival and where this is not possible to remain at the front gate until met by Human Resources Manager or their delegate.
 - (e) The Union Official or Union Delegate must advise the presence of the Union Official on site to the site Human Resources Manager, or in their absence the site Plant Manager or other management representative, prior to seeking to interview any employee or view any work being performed.
 - (f) The Union Official complies with all safety requirements whilst the Union Official remains on Prysmian premises;
- 17.2 If it is alleged that an accredited Union Official is unduly interfering with work being performed or is committing a breach of this Clause, Prysmian may refuse the Union Official right of entry. The Union shall have the right to bring such refusal before the Commission and the Commission may thereupon rescind or otherwise deal with such refusal.

18. Freedom of Choice in Superannuation

- 18.1 Employees may direct Prysmian to pay the Superannuation Guarantee Levy (Employers Contribution) and personal contributions to a Fund of Choice. The employee shall advise Prysmian in writing of the employee's Fund of Choice no more than once in any year.
- 18.2 The following funds are available to employees for the purpose of this clause:
- (a) Labour Union Cooperative Retirement Fund
 - (b) Superannuation Trust of Australia
 - (c) Life Track Superannuation Fund (AM Corporation)
 - (d) BT Funds Management

19. Income Protection Insurance Scheme

- 19.1 Prysmian will continue to provide an administrative framework, which allows employees to have automatic deductions from their pay so as to allow employees to contribute a proportion of their income to an insurer of their choice for the

purpose of effecting income protection insurance. Contributions may be made on a salary sacrifice basis.

20. Payment of Overtime for Employees Engaged on 12 Hour Shift Rosters

20.1 Overtime for employees engaged on 12-hour shift rosters shall be paid at the rate of double time and shall continue as implemented on 28 April 1999.

21. Payment for Shift Workers Not Required to Work on Public Holiday

21.1 Where Prysmian requires a shift worker to take a Public Holiday on the day the Holiday occurs the shift worker shall be paid their normal earnings, including shift allowances, for the shift (excluding overtime).

22. Shift Loading Whilst on Annual Leave

22.1 Whilst on Annual Leave an employee shall be paid as if rostered to work. If the shift allowance applicable to the roster at the time of the Annual Leave exceeds the Annual Leave Loading the shift allowance shall substitute the Annual Leave Loading. The employee is only entitled to be paid one of these allowances.

23. Notification of a Shift Change

23.1 Where a change is made to an employee's shift, 48 hours notice will be provided. The 48 hour notification period will wholly occur between the hours of 6.00am Monday and 6.00pm Friday, all other hours will be excluded from any such notification period.

24. Continuation of Income Whilst Workers Compensation Claim is Being Processed

24.1 Employees injured during the course of their employment shall be allowed to draw on accrued sick, annual and Long Service leave whilst a claim for Workers Compensation is being processed so that continuation of income is not disrupted.

24.2 On acceptance of liability for the claim by the Workers Compensation Insurer the employee will be re-credited with the accrued leave utilized to maintain income continuity. Prysmian will endeavour to ensure that Workers Compensation claims are processed promptly.

25. Contracting Out of Activities

25.1 Prysmian's currently stated policy is to maintain a core competent workforce. In the event of the need to contract out any activities performed by employees covered by this Agreement, the issue will be discussed with the union and employee representatives.

26. Public Holidays and Other Leave

26.1 Employees are entitled to Annual leave, Long Service Leave, Parental leave, Jury Service and Public Holidays as are provided for in the relevant awards.

27. Single Day Sick Absences without a Certificate

- 27.1 Employees shall be entitled to be paid sick leave in respect of three single sick day absences in any year without the need to produce a doctors' certificate. This entitlement is subject to notification to the employer within 4 hrs of the roster commencing time, except where circumstances make it unreasonable for them to be able to do so.

28. Carer's Leave

- 28.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who is in need of their care and support shall be entitled to use up to seven (7) days personal leave each year as carer's leave. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

29. Redundancy

29.1 Identification of Redundant Positions

A position will be identified as redundant when it has been determined that the work being performed by the position is no longer required in its current form.

29.2 Selection Of Redundant Employee Where There Is More Than One Employee In Identical Positions

The selection of employees to be redundant will be on the basis of Prysmian needing to retain skills and experience for its ongoing viability. Applications for voluntary redundancy will be considered in light of Prysmian's need to retain skills and experience.

29.3 Termination Of Employment Based On Redundancy

When an employee is advised that their services are to be terminated on the basis of redundancy the advice will be provided to the employee along with an estimate of redundancy payment.

29.4 Severance Payments

When the Company terminates an employee's services on the basis of redundancy the employee will be paid a redundancy benefit based on the employee's pay rate applicable at the time the employee is advised of their retrenchment. The benefit will consist of:

- (a) If the employee is not required to work out the notice period, a payment of 4 weeks in lieu of notice will be made, or the appropriate pro-rata proportion;
- (b) weeks pay per completed year of service in accordance with the Redundancy Payment Schedule, plus;
- (c) pro-rata payment for completed months of service in accordance with the Pro-rata Payment Schedule, plus;

- (d) Annual Leave Loading, where loading is paid in addition to the base salary, for all untaken (entitlement and pro-rata) Annual Leave
- (e) Untaken accrued Sick Leave
- (f) where an employee has in excess of 12 months continuous service, a payment equivalent to accrued Long Service Leave based on the formula of 13 weeks Long Service Leave after 15 years continuous service.

29.5 Redundancy Payment Schedule

Complete Years of Service	1	2	3	4	5
Weeks Payment	7	10	13	16	20
Complete Years of Service	6	7	8	9	10
Weeks Payment	24	28	32	36	40
Complete Years of Service	11	12	13	14	15
Weeks Payment	44	48	52	56	60
Complete Years of Service	16	17	18	19	20
Weeks Payment	64	68	72	76	80
Complete Years of Service	21	22	23	24	25
Weeks Payment	80	80	80	80	80
Complete Years of Service	26	26+			
Weeks Payment	82	3 Weeks for each additional years service			

29.6 Pro-rata Payment Schedule

Retrenched employees will be entitled to pro-rata payments for completed months of service in accordance with the following scale:

Period	Additional Weeks Payment for Each Completed Month of Service
Less than 4 years continuous service	0.25 weeks
4 to less than 20 years continuous service	0.33 weeks
20 to less than 25 years continuous service	0.00 weeks
25 to less than 26 years continuous service	0.16 weeks
26 or more years of continuous service	0.33 weeks

29.7 Leave Reserved

Leave is reserved for the parties to discuss terms of redundancy payments where the required reduction cannot be met on a voluntary basis and there is a necessity for forced redundancy.

29.8 Outplacement

Employee's terminated on the basis of redundancy with more than two years service will be offered the services of an Outplacement Consultant at the time they are advised of the termination of their employment. The Company will meet

the cost of the Outplacement Consultant selected by the Company up to a maximum fee of \$2,000.00.

29.9 Casual Labour

The Company agree that no casual labour will be engaged for a period of three months after redundancies unless in exceptional circumstances and in consultation with the appropriate union(s).

29.10 Transmission of business

- (a) Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- (b) The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee), in any of the following circumstances:
 - (i) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
 - (ii) Where the employee rejects an offer of employment with the transmittee:
 - in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (c) The Commission may vary 29.10(b) (ii) if it is satisfied that this provision would operate unfairly in a particular case.

30. Dispute Resolution Procedures

30.1 The following procedures shall be observed for handling grievances and settling of disputes.

- (a) In the first instance, the employee shall discuss matters with their Process Owner.

- (b) If the matter is not resolved, the accredited Union Delegate shall discuss matters affecting the employee they represent with the Process Owner of the employee.
- (c) If the matter is not resolved at this level, the accredited Union Delegate shall ask for it to be referred to the Plant Manager, and the Process Owner shall do so. The site Plant Manager shall arrange a conference to discuss the matter within 24 hours or such other period as is reasonable with the accredited Union Delegate. The Human Resources Manager should be made aware of the dispute and, if required, be available to participate in this conference.
- (d) If the matter remains unresolved after the conference, the accredited Union Delegate shall advise the appropriate local official of the Union of the matter. A conference on the matter will then be arranged, to be attended by such official or officials and the Union Delegate concerned (as the Union may decide), and by the Human Resources Manager, Process Owner and such other representatives of Prysmian as the Plant Manager may decide.
- (e) If the matter has not been resolved and the procedures referred to above have been availed of, Prysmian and the Union should enter into consultation about it at a higher level, with the employer and the Union, as the parties consider appropriate.
- (f) At any stage in the procedures after consultation between the parties has taken place as required by the procedures, either party may ask for and be entitled to receive a response to their representations within a reasonable time. If there is undue delay on the part of the other party in responding to representations, the party complaining of delay may, after giving notice of intention to do so, take the matter to the next level.
- (g) Without prejudice to either party, and except where a bona fide safety issue is involved, work shall continue in accordance with the status quo while matters in dispute are being discussed in good faith. Where a bona fide safety issue is involved, Prysmian Management must be notified immediately of employee concerns and employees shall work as redirected by Prysmian.

Status quo shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

- (h) The parties may only seek the assistance of the New South Wales Industrial Relations Commission at any stage after the steps up to and including 27(g) have been completed. The Commission may conciliate and where necessary arbitrate on the issue in dispute. A decision of the Commission is binding on the parties saving ordinary rights to appeal the decision.

31. Changes in Rates and Allowances

31.1 Rates of pay will be increased during the life of this Agreement as follows:

(a) First year of agreement

NUW

3% increase effective from the first full pay period on or after 6 July 2005.

Additional 1% increase effective 1/8/05

METALS

3% increase effective from the first full pay period on or after 6 July 2005

Additional 1% increase effective 1/8/05

Note that at the time of writing, 3% increases already processed

(b) Second year of agreement

NUW

4% increase effective from the first full pay period on or after 6 July 2006

METALS

4% increase effective from the first full pay period on or after 6 July 2006

TABLE 1 – NUW Classification Rates

Level	Pay Rate as at 31 May 2005	Pay Rate effective from the first full pay period on or after 6 July 2005 <i>(Already processed)</i> 3% increase	Pay Rate effective from 1/8/05 1% increase	Pay Rate effective from the first full pay period on or after 6 July 2006 4% increase
Entry	672.28	692.45	699.38	727.35
Cabler 1	712.82	734.20	741.54	771.20
Cabler 2	742.52	764.80	772.45	803.35
Cabler 3	777.16	800.47	808.48	840.81
Cabler 4	809.41	833.69	842.03	875.71
Cabler 5	849.35	874.83	883.58	918.92

TABLE 2 – METALS Classification Rates (includes \$10.00 12 month Service Allowance)" ?

Level	Pay Rate as at 31 May 2005	Pay Rate effective from the first full pay period on or after 6 July 2005 (Already processed) 3% increase	Pay Rate effective from 1/8/05 1% increase	Pay Rate effective from the first full pay period on or after 6 July 2006 4% increase
C5	1106.01	1139.19	1150.58	1196.61
C6	1061.83	1093.68	1104.62	1148.80
C7	998.27	1028.22	1038.50	1080.04
C8	960.43	989.24	999.13	1039.10
C10	881.10	907.53	916.61	953.27
C12E 41 T/A	766.21	789.20	797.09	828.98

TABLE 3 – METALS Apprentice Rates (includes \$10.00 12 month Service Allowance)

Classification	Pay Rate as at 31 May 2005	Pay Rate effective from the first full pay period on or after 6 July 2005 3% increase (Already processed)	Pay Rate effective from 1/8/05 1% increase	Pay Rate effective from the first full pay period on or after 6 July 2006 4% increase
First 42% of C10	370.06	381.16	384.98	400.37
Second 55% of C10	484.61	499.14	504.14	524.30
Third 75% of C10	660.83	680.65	687.46	714.95
Fourth 88% of C10	775.37	798.63	806.62	838.88

TABLE 4 – SITE ALLOWANCES

Allowance	Rate as at 31 May 2005	Rate as at first full pay period on or after 6 July 2005 3% increase (Already processed)	Rate effective from 1/8/05 1% increase	Rate effective from the first full pay period on or after 6 July 2006 4% increase
First Aid	12.93	13.32	13.45	13.99
Meal	10.70	11.02	11.13	11.58
Motor Vehicle	0.79	0.81	0.82	0.85
Tool	13.66	14.07	14.21	14.78
Graphite	0.43	0.44	0.45	0.47
Height	0.32	0.33	0.33	0.35
Hot Places (46-54 c)	0.44	0.45	0.46	0.48
Hot Places (>54 c)	0.60	0.62	0.63	0.66

Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Division, NSW Divisional Branch, of 370 Pitt Street SYDNEY NSW 2000

Signature Of Authorised Person

Witness

Name Of Authorised Person

Name Of Witness

Office Held

Date