

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA97/206

TITLE: MSA (Metals) Enterprise Agreement 1997

I.R.C. NO: 97/6062

DATE APPROVED/COMMENCEMENT: 20 November 1997

TERM: 12 months

NEW AGREEMENT OR
VARIATION: New. Replaces EA 210/96

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees who are engaged in the manufacture of mechanical and instrument production, servicing, testing and plant maintenance as required at 137 Gilba Road, Girraween 2145

PARTIES: MSA (Aust) Pty Limited -&- Electrical Trades Union of Australia, New South Wales Branch and The Australian Workers' Union, New South Wales



MSA [METALS] ENTERPRISE AGREEMENT - 1997

BETWEEN

M S A (AUST) PTY LIMITED

AND

AUSTRALIAN WORKERS UNION [NEW SOUTH WALES]

&

ELECTRICAL TRADES UNION OF AUSTRALIA [NEW SOUTH WALES BRANCH]



An Enterprise Agreement determined in pursuance of the provisions of the New South Wales Industrial Relations Act 1996, as amended.

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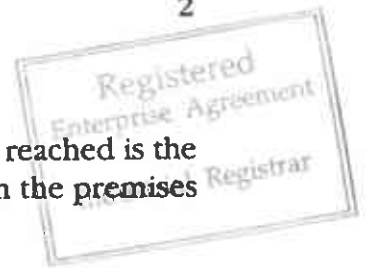
2. INCIDENCE AND PARTIES BOUND

- 2.1 **The Parties:** This Enterprise Agreement is made pursuant to Chapter 2, Part 2 of the New South Wales Industrial Relations Act, 1996, entered into on the *18 SEPTEMBER* 1997 between MSA [Aust] Pty Limited and the Australian Workers Union [NSW] and the Electrical Trades Union of Australia [New South Wales Branch], on behalf of employees who are engaged to work on mechanical and instrument production, servicing and testing, together with plant maintenance as and when required ~~and~~

~~when required~~ and has been reached without duress.

2.2 **The Enterprise:** The enterprise for which the agreement is reached is the company known as MSA [Aust] Pty Limited, operating from the premises located at 137 Gilba Road, Girraween, NSW, 2145.

2.3 **The Occupations:** This Enterprise Agreement relates to the occupations of tradespersons and non-tradespersons, engaged in the manufacture of mechanical and instrument production, servicing and testing, together with plant maintenance as and when required.



3. **TERM OF AGREEMENT**

This Enterprise Agreement shall take effect from the date of approval and shall have a nominal term of 12 months.

4. **RELATIONSHIP TO PARENT AWARD**

It has been determined by the parties to this Enterprise Agreement that this agreement shall be read and interpreted in conjunction with the awards:-

Metal & Engineering Industry [NSW] Interim Award; and
Electricians [State] Award,

provided that where there is any inconsistency with employees conditions in relation to the appropriate award, this Enterprise Agreement shall take precedence to the extent of such inconsistency.

This Enterprise Agreement replaces the MSA [Metals] Agreement 1996 [EA210/96] registered by the Industrial Registrar of NSW on 22 July 1996.

5. **PURPOSE OF AGREEMENT**

To extend existing measures to achieve gains in productivity, efficiency and employee flexibility. To achieve this aim:

5.1 It is recognised by both employee and the employer that their mutual security will be achieved only by working together to a common end result for a competitive and profitable company.

5.2 The company management continues to address all employees party to this agreement, as to their need for selective employee training necessary to achieve productivity gains to offset manufacturing, servicing and maintenance costs and will continue to maintain this dialogue.



- 5.3 The Company will expand the Total Quality Management [TQM], Continuous Improvement System [CIS] and Quality Circles programs involving all staff as a means to improving productivity efficiency and flexibility in the workplace. Process Improvement Team [PIT] meetings are held on a regular basis to identify and develop these required efficiencies within the manufacturing, assembly, servicing and maintenance processes.
- 5.4 Furthermore, the company practice of holding Consultative Committee Meetings from time to time comprising of workplace staff, supervision and management to discuss workplace change and develop improved production, efficiency and flexibility gains and to generally develop a greater mutual understanding between the parties will continue.
- 5.5 When necessary, the company will continue its current practice of providing specialised training to appropriate employees to enable them to perform additional skills required for the efficient performance of their job needs.
- 5.6 The objective of this Agreement is to continue to achieve a measurable increase in productivity, efficiency and flexibility to facilitate long term employment prospects within the manufacturing sector of the Company and to offset production cost increases as a result of salary adjustments.

6. **HOURS OF WORK**

- 6.1 The commencing and finishing times for ordinary time will be determined to satisfy the requirements of the production, service and plant maintenance departments. Such ordinary hours for day work will be continuous and set between 6.00 a.m. to 6.00 p.m. Monday to Friday.

The employer retains the right to nominate starting and finishing times for employees following discussion with appropriate employees and by giving a minimum [unless by mutual arrangement] of one weeks notice of such change.

- 6.2 Meal breaks may be staggered or times altered without penalty to ensure full flexibility with the other requirements of the plant or customer.

7. **ROSTERED DAY OFF (RDO)**

The parties to this Agreement accept the need for total flexibility with the taking of RDO's to facilitate maximum enterprise efficiency.

Furthermore, ^{management}Supervision reserves the right to re-schedule an employees RDO



to another day to suit production requirements, subject to mutual agreement with the employee/s.

8. PUBLIC HOLIDAYS

Employees party to this Agreement agree to the substitution of Public Holidays and undertake to give favourable consideration to such substitution by mutual agreement for circumstances relating to the maintenance of plant or service requirements for customers.

9. PROBATIONARY PERIOD

The parties to this Agreement acknowledge the importance for a probationary period of employment for new staff engaged for full time employment and consider that a period of 8 weeks is sufficient. Each new employee is to be advised in writing on commencement of this conditions.

10. TEMPORARY EMPLOYMENT

The parties agree that to facilitate manufacture / repair / rectification of product, temporary employees could be engaged up to a maximum number equivalent to 10% of permanent employees [rounded up] for a period of from one [1] to six [6] months. At the time of engagement, the temporary employee shall be advised in writing of the nature of the employment, the proposed period of temporary employment and that the normal conditions and entitlements relevant to permanent employees will apply. Condition applicable to the employment of temporary employment are:

- [i] replacement of permanent employees unable to attend work for reasons such as;
 - approved extended leave without pay;
 - certificated extended absence due to illness, accident, workers compensation,
 - award related leave; or
- [ii] to satisfy special work orders; or
- [iii] to provide for new short term business opportunities.

11. WAGE ADJUSTMENTS

A general wage increase of 4% will be based on each employee's current award rate plus overaward margin [and excluding allowances such as leading hand, tool and service etc.]. The ordinary pay rate for each employee prior to the Agreement is recorded in a written form in the wages records of the Company



which will be maintained at the Company's office.

The increase is effective from the date of approval. Employees covered by this agreement at the date of registration will be paid the 4% from the first complete pay period following employee acceptance of this agreement or the date of commencement of employment, whichever is the later.

12. PAYMENT OF WAGES

All wages will be paid weekly through Electronic Funds Transfer [EFT]. Subject to circumstances beyond the company's control, wages will be deposited into employees personal accounts by 4.00 p.m. each Wednesday.

Banking and government charges associated with this method of payment are included within the pay adjustment associated with this Agreement.

13. DEMARCATIION, RESTRICTIVE WORK PRACTICES & MULTI-SKILLING

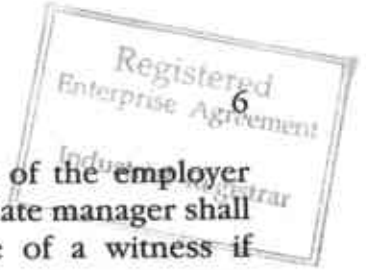
The parties to this Agreement continue to undertake to ensure that there will be no job demarcation or restrictive work practices. By agreement, the parties will work towards developing more broadly based job skills training enabling expanded multi-skilling within the workforce, subject to safety and legislative restrictions. Provided also that where there may be varying work programs, employees may be temporarily transferred to alternative duties.

Where an employee is required to carry out adjustments and basic maintenance work to production machinery [either in conjunction with maintenance personnel or independently as agreed], such work will only be required to the level of the employee's skill, competency and training and as long as it does not effect the health and safety of the employee/s or breach statutory requirements.

14. EMPLOYEE COUNSELLING

With the object of retaining good employer/employee relations, no employee will be dismissed [except for misconduct which would justify instant dismissal] unless the following procedures have been followed:-

- [i] **First Warning:** If Management considers an employee to be unsatisfactory for any reason, the employee's immediate manager shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee the right to respond. If the employee so requests, a witness of his/her choosing may be present. The nature of the unsatisfactory service will be committed to writing.



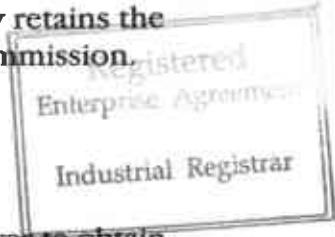
- [ii] **Second Warning:** If the employee in the opinion of the employer continues to be unsatisfactory, the employee's immediate manager shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service will lead to dismissal. Again, the nature of the unsatisfactory service will be committed to writing.
- [iii] **Third Warning:** If after two [2] written warnings, which shall be within a responsible time frame, and the employee's immediate manager continues to consider the employee to still be unsatisfactory, then the employee, in the presence of the appropriate union delegate, will be given a final warning by that manager.
- [iv] Failure by the employee to immediately respond to the third and final warning will result in the employee being dismissed, subject to the approval of the Managing Director.

15. AVOIDANCE OF INDUSTRIAL DISPUTES

Disputes, grievances or changes in the nature of work practices should be discussed in a manner designed to bring a harmonious resolution. In this regard, the parties to this Agreement will strictly observe the following grievance procedure:

- [i] The grievance must initially be dealt with as close to its source as possible.
- [ii] The employee is required to notify [in writing or orally] the employer, through his/her Supervision, as to the substance of the grievance and request a meeting to discuss the grievance.
- [iii] The graduated steps for the resolution of the grievance shall be:
 - [A] with the current Supervision,
 - [B] failing a resolution, the Factory Manager or Customer Service Manager as applicable.
- [iv] At the conclusion of each discussion at each level of authority, the employer's representative must provide a response to the employee's grievance as soon as is practicable following such discussion giving reasons for not implementing any proposed remedy if applicable.
- [v] While the procedure is being followed, a status quo of the work arrangements must continue.

- [vi] The employer may be represented by an industrial organisation of employers and the employee/s may be represented by the Union for the purposes of each procedure.
- [vii] If a resolution of the dispute cannot be reached, either party retains the right to refer the matter to the NSW Industrial Relations Commission.



16. NOT TO BE USED AS A PRECEDENT

This Enterprise Agreement shall not be used in any manner whatsoever to obtain similar arrangement or benefits in any other plant or enterprise.

17. SIGNATORIES TO AGREEMENT

Signed for and on behalf of M S A [Aust] Pty Limited

Signed [Signature]

Witnessed by [Signature]

Date 18/9/97



Signed for and on behalf of the employees engaged on mechanical and electrical duties at M S A [Aust] Pty Limited by the:

[i] ^{RM} ^{RAG} AWU [Greater NSW Branch]

[Signature]

29. 8. 97

[Signature]

29.8.97



[ii] Electrical Trades Union [NSW Branch]

[Signature]

10.9.97

[Signature]

10.9.97

