

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA98/22

TITLE: Paint Industries (Maintenance) Enterprise Agreement 1997

I.R.C. NO: 97/6750

DATE APPROVED/COMMENCEMENT: 16 December 1997

TERM: 27 months

NEW AGREEMENT OR
VARIATION: New. Replaces EA 14/96

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: Tradesmen mechanical fitters and welders, their assistants, ticketed crane and mechanical equipment/crane drivers and crane chasers at 203 Power Street, Glendenning 2761

PARTIES: Paint Industries (Aust) Pty Ltd -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch

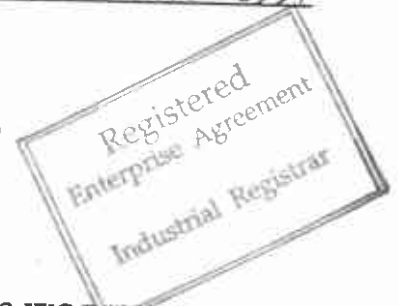
PAINT INDUSTRIES [MAINTENANCE] ENTERPRISE AGREEMENT - 1997

BETWEEN

PAINT INDUSTRIES [AUST] PTY LTD
[GLENDENNING]

AND

AUSTRALIAN LIQUOR, HOSPITALITY & MISCELLANEOUS WORKERS UNION
~~[MISCELLANEOUS WORKERS DIVISION]~~



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

1. ARRANGEMENT

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2. INCIDENCE AND PARTIES BOUND

- 2.1 The Parties: This Enterprise Agreement is made pursuant to Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991, entered into on the **24th November** 1997 between Paint Industries (Aust) Pty Ltd, and the Australian Liquor, Hospitality & Miscellaneous Workers Union [~~Miscellaneous~~]

~~Workers Division~~ on behalf of staff, engaged in the maintenance and repair of plant and equipment used for the manufacture of paints, resins and gelcoats.

- 2.2 The Enterprise: The enterprise for which this Agreement has been reached, without duress, is Paint Industries (Aust) Pty Ltd., located at 203 Power Street, Glendenning, NSW 2761.
- 2.3 The Occupations: This Enterprise Agreement relates to the occupations of tradesmen mechanical fitters and welders, their assistants, tickered crane and mechanical equipment/crane drivers and crane chasers.



3. TERM OF AGREEMENT

This Enterprise Agreement shall take effect from the date of registration and shall have a nominal term of 27 months.

4. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this Enterprise Agreement that it shall be read and interpreted in conjunction with the Metal & Engineering Industry [NSW] Interim Award and provided that where there is inconsistency in this agreement with employees conditions in relation to the award, this Enterprise Agreement shall take precedence to the extent of such inconsistency.

This Enterprise Agreement replaces the Paint Industries [Maintenance] Enterprise Agreement - 1995, approved by the Commissioner for Enterprise Agreements on 20 December 1995 [No. EA 14/96].

5. PURPOSE OF AGREEMENT

This Enterprise Agreement carries forward the agreed terms within two previously registered Enterprise Agreements together with that of EA 14/96, all such terms being conducive to the efficient operation of the manufacturing processes conducted by the company.

6. WAGE ADJUSTMENTS

- 6.1.1 Each employee party to this Agreement will be paid a \$55.00 per week increase over their current rate of pay [for all purposes of the award] together with an increases of 10.5% to all work related allowances on registration of this Enterprise Agreement by the Industrial Relations Commission of NSW. The effective date of these adjustments will be from the date of registration by the Commission.

- 6.1.2 Each employee party to this Agreement will be paid a further \$27.50 per week increase [for all purposes of the award] together with a further increase of 4.75% to all work related allowances from a date, 12 months following registration by the Industrial Relations Commission of NSW of this Enterprise Agreement.
- 6.2.1 For employees commencing employment with the company during the first 12 months of this Enterprise Agreement, their first 6 weeks of employment will be considered as a probationary period during which time, the rates of pay set out with the appropriate work related allowances in the previous Enterprise Agreement [No.EA 14/96], will prevail.
- 6.2.2 For employees commencing employment with the company following the first 12 months of this Enterprise Agreement, their first 6 weeks of employment will be considered as a probationary period during which time, the rates of pay set out sub-clause 6.1.1 and the appropriate work related allowances in this Enterprise Agreement will prevail.
- 6.3 There shall be no further wage increases or adjustments to allowances during the nominal term of this Agreement except where consistent with a NSW Industrial Relations Commission Wage Case decision.

7. HOURS OF WORK

In accordance with the provisions of Clauses 13 and 16 of the Metal & Engineering (NSW) Award, the commencing and finishing times will be determined to satisfy the requirements of the business. Such ordinary hours of day work will be spread over the period of 6.00 am to 6.00 pm with two sets of commencing and finishing times as required, arranged by mutual agreement amongst employer, employees and delegates.

8. ROSTERED DAYS OFF (RDO)

In accordance with the provisions of Clause 14 of the Metal & Engineering (NSW) Award, the parties to this Agreement accept the need for total flexibility in the taking of rostered days off to facilitate maximum efficiency.

Furthermore, employees party to this Enterprise Agreement also undertake (by mutual agreement) to work on their allocated RDO if required by the company and in such instance, will be paid at the prescribed overtime rate as set out in Clause 18(i) of the Award nominated in Clause 4 of this Agreement.



9. **SICK LEAVE**

This Agreement provides for paid sick leave entitlements to be made available from the 1 January in each year [The Metal & Engineering Industry [NSW] Interim Award provides that paid sick leave entitlements become available on the anniversary date of commencing employment].

An arrangement has been agreed where fifty percent [50%] of each employees untaken sick leave each calender year, accruing after 1 January, 1998, will be paid out to the respective employee at Christmas time with the balance [50%] accruing into the following sick leave entitlement due on the 1 January. Untaken sick leave will not accrue as provided for in the Award.

10. **ELECTRONIC FUNDS TRANSFER**

The company will continue to pay wages weekly by electronic funds transfer to a recognised bank account of the employees' choice.

11. **PICNIC DAY**

Where appropriate, and by mutual agreement, the Picnic Day holiday may be taken to suit the needs of the business. Agreement will not be unreasonably withheld by either party.

12. **DELAYED BREAKS WITHOUT PAYMENT OF PENALTY RATE**

Where appropriate, meal or smoko breaks shall be delayed by no more than 40 minutes to allow completion of breakdown repairs with other employees to take over where practicable.

13. **ABSENTEEISM**

The parties recognise that absenteeism contributes to a loss of productivity and are committed to its reduction.

14. **MULTI-SKILLING AND DEMARCATION**

Subject to the definitions as detailed in Clause 5 of the Metal & Engineering (NSW) Award, employees agree to carry out a range of multi-skilled duties that are incidental to or peripheral to the primary task and facilitate the completion of the whole task. Such incidental or peripheral work would not require additional formal training.



15. SCHEDULING OF ANNUAL LEAVE

Employees agreed that annual leave will be scheduled around normal plant shutdowns.

16. AVOIDANCE OF INDUSTRIAL DISPUTES

Disputes, grievances or changes to the nature of work practices shall be discussed in a manner designed to bring a harmonious resolution. The parties to this Award shall strictly observe the procedure under Clause 12 of the Metal & Engineering (NSW) Award.

17. NOT TO BE USED AS A PRECEDENT

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

18. SIGNATORIES

Signed for and on behalf of Paint Industries of Australia

Signed *[Signature]*
Witnessed by *[Signature]* *S.P.* Date *24/11/97*

Signed for and on behalf of the Australian Liquor, Hospitality & Miscellaneous Workers Union [~~Miscellaneous Workers Division~~]. *A.*

Signed *[Signature]*
Witnessed by *[Signature]* Date *25/11/97*