

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/39

TITLE: Albury Autoscreen Enterprise Bargaining Agreement 1999-2002

I.R.C. NO: 99/6809

DATE APPROVED/COMMENCEMENT: 21 December 1999

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 18 February 2000

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged in the following classifications within Albury Autoscreen. Albury Autoscreen Grade 1 to Grade 3

PARTIES: Albury Autoscreen -&- Glen Deegan, Andrew Morrisroe, Grant Nesbitt



FILED

13 DEC 1999

OFFICE OF THE INDUSTRIAL
REGISTRAR

**ALBURY AUTOSCREEN
ENTERPRISE BARGAINING AGREEMENT
1999-2002**

Registered
Enterprise Agreement
Industrial Registrar

ALBURY AUTOSCREEN

(ENTERPRISE BARGAINING) AGREEMENT 1999-2002

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PART A - PRELIMINARY

1 Preamble

This is a certified agreement under section 29 of the *New South Wales Industrial Relations Act 1996* between Brosolo Brothers Pty Ltd trading as Albury Autoscreen and all employees of the agency.

2 Title

This agreement will be known as the Albury Autoscreen (Enterprise Bargaining) Agreement 1999 - 2002.

3 Parties Bound

The parties bound by this agreement are:

- the employer Albury Autoscreen;
- and
- in accordance with section 31(2) of the NSW Industrial Relations Act 1996, all employees of the agency.

4 Application

This enterprise bargaining agreement, in accordance with section 30 (1) (a) of the NSW Industrial Relations Act 1996, applies to all employees engaged in the following classifications within Albury Autoscreen:

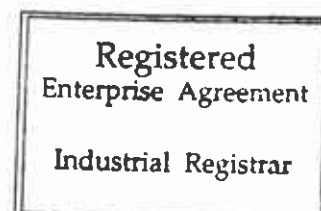
- Albury Autoscreen Grade 1
- Albury Autoscreen Grade 2
- Albury Autoscreen Grade 3

5 Duration and Renegotiation

- 5.1 This agreement will come into operation on the date of its certification, and remain in force for three years.
- 5.2 The parties agree to commence negotiations for a new agreement at least six months prior to the nominal expiry date of this agreement.

6 Relationship to Awards

This agreement is to be read in conjunction with the Awards as varied as far as they apply to employees of the agency. The awards binding Albury Autoscreen are as *follows*:



- Glass Workers (State) Award and;
- Glass Workers 1996 Wages Adjustment (State) Award.

Where there is any inconsistency between this Agreement and any of the above mentioned Awards, this Agreement will take precedence to the extent of the inconsistency.

7 Definitions

Agency means Albury Autoscreen.

Chief Executive means a person who is a partner and/or owner of the agency.

Employee means an "employee" whether full-time, casual or part-time, employed in the agency but under, and within the meaning of, the Glass Workers (State) Award.

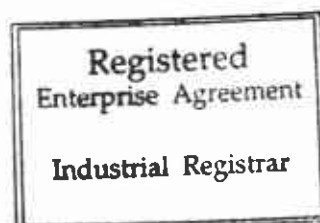
Employer means Brosolo Brothers Pty Ltd trading as Albury Autoscreen.

IRC means the Industrial Relations Commission of New South Wales.

Relevant award means an award of the Industrial Relations Commission that binds the parties to this agreement.

8 Consultation

- 8.1 Albury Autoscreen is committed to communicating and consulting with staff on workplace issues.
- 8.2 In accordance with this commitment, staff will be given reasonable time and facilities to participate in consultative forums and associated committees, to respond to initiatives and to deal with other matters affecting terms and conditions of employment.
- 8.3 Albury Autoscreen will consult with staff throughout the business planning process about issues which will impact on staff. Consultative meetings will be held when necessary.
- 8.4 Albury Autoscreen and its staff agree to:
- (i) discuss workplace issues in a spirit of cooperation and trust;
 - (ii) ensure that staff not only receive information on workplace issues that affect them, but also have an opportunity to contribute and have their views considered on those issues;
 - (iii) specifically investigate and review work safety matters and occupational health and safety issues; and
 - (iv) periodically monitor the agreement.



PART B - EMPLOYMENT CONDITIONS

9 Annual Leave Loading

The annual leave loading accrued by eligible employees will be paid each year on the last pay day in December, if not already claimed that year.

10 Casual Employment

A casual employee is engaged and paid by the hour. The length of the engagement is at the discretion of the Chief Executive, however will be subject to a minimum of 4 hours per day.

Casual employees may be terminated by one hour's notice or the payment of an hour's pay.

A casual employee shall be paid for each hour worked the appropriate rate of pay prescribed by Part E (Rates of Pay) of this agreement. These rates include an additional 15% loading in lieu of the accrual of all leave.

There will be no entitlement to payment for public holidays not worked.

11 Dispute Settlement Procedures

- 11.1 The dispute avoidance and settlement procedures set out in this clause shall be followed in resolving any issues which arise in the implementation and application of this agreement.
- 11.2 The objective of these procedures is the avoidance and resolution of disputes over matters encompassed by this agreement by measures based on the provision of information and explanation, consultation, cooperation and negotiation.
- 11.3 Without prejudice to either party and except where a bona fide safety issue exists, the parties shall ensure work continues normally and that work practices during the operation of these procedures are in accordance with relevant awards and agreements at the work place. Where a bona fide safety issue exists, an employee shall not work in an unsafe environment but, where appropriate, shall accept reassignment to alternative work while ever the safety issue exists.
- 11.4 In the event of disagreement between the parties, the level to which matters are progressed through this procedure should not go beyond the initiating level of decision making or the appropriate level for resolution.
- 11.5 In the event of any matter arising which is of concern or first contact interest the relevant employee(s) shall discuss the matter with the immediate supervisor.



- 11.6 If the matter is not resolved at this level, it shall be referred by the relevant employee(s) to the appropriate representative of management in that work place who shall, within 24 hours or as otherwise agreed, arrange a conference of the parties to discuss the matter.
- 11.7 In instances where the matter remains unresolved, the appropriate level of senior management and employees shall be notified and a conference of the parties shall be arranged. Such conference to be attended by such job delegates or representatives as agreed and/or relevant employees.

11.8 Notification of Matter to the IRC

If the matter is not resolved after steps 11.4 to 11.7 have been undertaken, the matter may be notified to the Industrial Relations Commission(IRC).

Unless the parties agree to the contrary the IRC shall, in responding to notifications, have regard to whether the parties have, in good faith, undertaken the previous steps of these procedures. The IRC, by this agreement, is empowered to:

- (i) settle the matters in dispute; or
- (ii) appoint a board of reference to settle the matters in dispute.

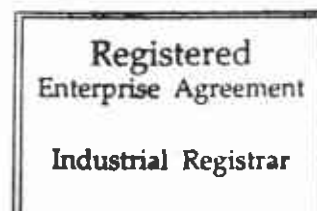
- 11.9 A decision of a Board of Reference under 11.8(ii) above may be reviewed by the IRC on the application of a party to the proceedings before the Board of Reference.
- 11.10 The decision of the Commission or Board of Reference, subject to the right of review in 11.9, shall be accepted by the parties.
- 11.11 Nothing contained in this procedure shall prevent any of the parties from entering into negotiations at any level, either at the request of an employee or at his/her own initiative, in respect to matters in dispute. Consultation shall be undertaken between the parties prior to this course of action being taken.

12 Higher Duties Allowance

Employees who are directed by the employer to act at a higher level for a period not less than one day, shall be paid at the appropriate higher level for the duration of the higher duties.

13 Hours of Work

- 13.1 Ordinary hours may be worked within the period 6.00am to 6.00pm, Monday to Friday.
- 13.2 All full time employees shall work an average of 38 hours per week.
- 13.3 No employee shall work for more than 5 hours continuously without a break for a meal of a minimum of 30 minutes.



13.4 Rostering arrangements shall be subject to the operational needs of Albury Autoscreen and to occupational health and safety principles.

14 Job Security

On balance, no employee will be disadvantaged as a result of the implementation of this agreement.

15 Overtime

Any employee (including casuals) who works more than the average of 38 hours in any week (Monday to Friday) shall be paid overtime in accordance with award conditions.

Overtime is also payable for hours worked outside the span of hours (6:00am to 6:00pm) as specified in clause 13 of this agreement.

16 Pay Rates

16.1 A pay increase of 3% will be paid to all employees covered by this agreement.

16.2 The payments will be made in accordance with the Rates of Pay schedule at Part E of this agreement in the following way:-

-1.5% increase shall be paid from the first pay period commencing on or after the date of certification of this agreement.

-1.5% increase shall be paid from the first pay period commencing on or after 1 July 2000.

17 Probationary Period

17.1 Consistent with the Classification Structure at Part C of this agreement, a three (3) month probationary period for all new employees will apply.

17.2 At the satisfactory completion of the 3 month period the agency will confirm with the employees on-going employment under normal award-agreement and contract of employment conditions.

17.3 It is agreed that during the 3 month probationary period employees will receive appropriate rates of pay as set out at Part E of this agreement and will be consulted on an on-going basis regarding their overall performance throughout this period.

17.4 Furthermore, it is agreed that a person employed under this provision shall accrue entitlements consistent with the award/agreement, after one month of employment.



17.5 The right to receive such entitlements such as pro-rata annual leave, will not apply until the employee has completed three months of continuous service.

17.6 The probationary period may be extended by up to three months at the discretion of the employer.

18 Rostered Days Off

The Rostered Day Off shall no longer apply.

19 Sick Leave

19.1 All full time employees shall accrue sick leave at the rate of 3 weeks at full pay per sick leave year.

19.2 Any paid sick leave taken for more than 2 days consecutively shall require a medical certificate from a registered medical practitioner.

19.3 The maximum amount of leave taken without a medical certificate in any sick leave year shall be 5. Any sick leave taken without a certificate in excess of this shall be without pay.

19.4 There will be no entitlement to payment for unused sick leave at any time.

19.5 All other regulations relating to sick leave shall be as per the award.



PART C - CLASSIFICATION STRUCTURE AND ADVANCEMENT

CLASSIFICATION STRUCTURE

The following classification structure will apply to staff covered by this agreement.

Albury Autoscreen Grade 1
Albury Autoscreen Grade 2
Albury Autoscreen Grade 3

The duties of the above classifications shall be as follows;

Albury Autoscreen Grade 1

General cleaning and maintenance as directed. Provide assistance with general inventory and stock-taking duties. Rubbish collection and removal as directed. Basic vehicle maintenance including checking and filling of oil, water and fuel. Cleaning (including vacuuming) and maintaining vehicles. Stacking, storing and sorting of stock. Basic assistance with fitting and repairing of windscreens on all types of vehicles.

Employees employed under this classification must have a current drivers licence.

Albury Autoscreen Grade 2

All duties and requirements as defined for Albury Autoscreen Grade 1.

Fitting and repairing of windscreens (without assistance) for all types of vehicles (including farm machinery, tractors, trucks, semi-trailers, vans etc). A limited amount of billing and invoicing duties. Booking and quoting of jobs. Some minor supervisory duties.

Albury Autoscreen Grade 3

All duties and requirements as defined for Albury Autoscreen Grade 2.

Full office-based duties, including invoicing, filing, bill payments, EFTPOS, ordering and checking of stock, wages calculation and payments, banking. Advertising of the agency's products and services. Requirement to be "on-call" as required. Liaising with clients and customers. Scheduling work. Supervision of workshop and office. Setting and allocating work and checking appropriate jobs. Maintaining leave roster.



ADVANCEMENT

All employees of the agency shall be assessed for classification level, within one month of the certification of this agreement. Each employee will be placed within the structure following the assessment by a Chief Executive.

Each employee shall have one week in which to raise (in writing) any objections with the Chief Executive. The Chief Executive shall consider those objections and respond (in writing) within one further week. The Chief Executive's decision shall then be final.

Employees will have the opportunity for skill development and training whilst employed by the agency. Classification assessments will be conducted each year on the anniversary of the certification of this agreement and if appropriate re-classifications may occur.



PART D - RECOVERY OF OVERPAYMENTS AND UNDERPAYMENTS

RECOVERY OF OVERPAYMENTS AND UNDERPAYMENTS

1. The following practices are to apply to overpayments and underpayments notified to employees and the Agency after the certification of this agreement:
 - (i) a claim for recovery of an overpayment or an underpayment must be made within twelve months of the overpayment / underpayment occurring;
 - (ii) an overpayment which is not claimed within twelve months of the overpayment occurring shall constitute a legitimate payment under the terms of the enterprise bargaining agreement for the period up to the cessation of the payment or 12 months before the date of the claim, whichever is the earlier; and
 - (iii) an underpayment which is not claimed within twelve months of the underpayment occurring shall not constitute a legitimate entitlement under the terms of the enterprise bargaining agreement and/or relevant awards.
2. Overpayments or underpayments which arise as a result of acts other than in good faith are not affected by this Part.
3. The increases in rates of pay contained within this agreement and the trade-off in terms of recoverable overpayments and underpayments ensure that the terms of this Part do not disadvantage employees in relation to their terms and conditions of employment.



PART E - RATES OF PAY

CLASSIFICATION	CURRENT Award Rate	SAFETY NET ADJUSTMENT \$12.00pw/2.6% New Award Rate	CURRENTLY RECEIVING Above Award Rate	Date of Certification	1 July 2000
Albury Autoscreen Grade 1					
At 16 years and under 17 years of age	202.75	208.02	208.02	211.14	214.31
At 17 years and under 18 years of age	243.30	249.63	249.63	253.38	257.18
At 18 years and under 19 years of age	304.13	312.04	312.04	316.72	321.47
At 19 years and under 20 years of age	364.95	374.44	374.44	380.06	385.76
At 20 years and under 21 years of age	381.17	391.08	391.08	396.95	402.90
Adult Casual Rate	405.50 12.27 per hour	417.50 12.64 per hour	481.84 14.58 per hour	489.07 14.80 per hour	496.41 15.02 per hour
Albury Autoscreen Grade 2					
Casual Rate	435.90 13.19 per hour	447.90 13.56 per hour	501.60 15.18 per hour	509.12 15.41 per hour	516.76 15.64 per hour
Albury Autoscreen Grade 3					
Casual Rate	482.90 14.61 per hour	494.90 14.98 per hour	544.90 16.49 per hour	553.07 16.74 per hour	561.37 16.99 per hour



PART F - SIGNATORIES

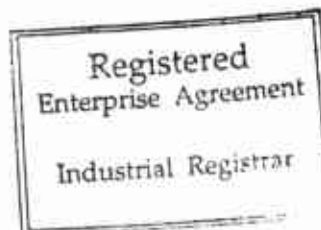
**SIGNATORY TO
ALBURY AUTOSCREEN
(ENTERPRISE BARGAINING)
AGREEMENT 1999-2002**

The employer is a party to the Albury Autoscreen (Enterprise Bargaining) Agreement 1999-2002.



CHRIS BROSOLO
for and on behalf of
ALBURY AUTOSCREEN

25/11/99



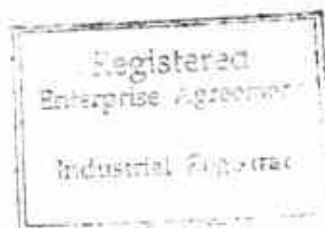
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EDWARD BROSOLO
for and on behalf of
ALBURY AUTOSCREEN

25/11/99



**SIGNATORY TO
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Grant Nesbitt

**GRANT NESBITT
Employee of
Albury Autoscreen**

25 111 199



**SIGNATORY TO
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ANDREW MORRISROE
Employee of
Albury Autoscreen

25/11/99



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**GLEN DEEGAN
Employee of
Albury Autoscreen**

25/11/99

