

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/66

TITLE: APC Socotherm EBA 1999

I.R.C. NO: 99/6426

DATE APPROVED/COMMENCEMENT: Approved 17 December 1999 and commenced 13 December 1999

TERM: 1 August 2001

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 31 March 2000

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF EMPLOYEES: It applies to all employees at the APC Socotherm site at Kembla Grange, and covered by the awards in clause 6

PARTIES: APC Socotherm Pty Ltd -&- The Australian Workers' Union, New South Wales



ENTERPRISE AGREEMENT 1999

1.0 TITLE

This agreement shall be known as the APC Socotherm EBA 1999.

2.0 AGREEMENT

The agreement is arranged as follows:

Subject Matter	Clause No.
Agreement	2
Coverage of Agreement	3
Disputes Settlement Procedure	15
Date and Period of Operation	5
Employment Security	10
Meal breaks	20
No Extra Claims	21
Overtime	16
Parties Bound	4
Redundancy	9
Relationship to Parent Award	6
Renegotiation	22
Rostered Days Off	17
Sick Leave	11
Superannuation	14
Trade Union Training Leave	8
Training	12
Title	1
Union Dues	18
Union Meetings	19
Wage Rates	7

3.0 COVERAGE OF AGREEMENT

3.1 In this agreement:

"employer" means APC Socotherm Pty Ltd and "union" means Australian Workers' Union (AWU).

3.2 This agreement applies to all of the employees who are

3.2.1. employed at the APC Socotherm's site at Reddalls Road, Kembla Grange, and

3.2.2. employed in classifications or occupations covered by the awards in Clause 6 and/or eligible for membership of the union, whether members of the union or not.



4.0 PARTIES BOUND

- 4.1 the employer;
- 4.2 the union; and
- 4.3 the employees.

5.0 DATE AND PERIOD OF OPERATION

This agreement shall operate from the date of Certification and shall remain in force until 1 August 2001.

6.0 RELATIONSHIP TO PARENT AWARD

- 6.1 This agreement shall be read wholly in conjunction with the Metal and Engineering Industry (New South Wales) Interim Consolidated (the Award). The terms of the Award shall be incorporated into the terms of this Agreement.

Where there is any inconsistency between this agreement and the Award this agreement shall take precedence to the extent of any inconsistency.

- 6.2 The parties are committed to the Metal and Engineering Industry (New South Wales) Interim Consolidated continuing to cover the basic standard of employment in the industry.
- 6.3 An employee commencing employment with the employer after the date on which this agreement comes into operation shall be employed in accordance with the terms of this agreement.

7.0 WAGE RATES

- 7.1 Rates of pay will be in accordance with the terms of this Agreement and shall be effective as of 18 August 1999. See Appendix 1.
- 7.2 At 1 August 2000 a 4% increase will be applied to the rates of pay as set out in Appendix 1. This increase will not be applied to the Superannuation or Redundancy allowances.
- 7.3 In addition to the rates of pay in Appendix 1 an allowance of \$0.50 will be paid for each hour worked as payment for all disabilities associated with the site, including heat, dirt, and inclement weather.

8.0 TRADE UNION TRAINING LEAVE

One employee appointed by the employees as the representative Shop Steward/Delegate covered by this agreement shall be allowed up to 5 days paid leave per annum to attend Trade Union Training Courses conducted or approved by the Trade Union Training Australia Inc.

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9.0 REDUNDANCY

9.1 Redundancy payment

A redundancy payment of \$50.00 per week for each employee shall be paid into M.E.R.T.

9.2 Statement of Employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to an employee a written statement specifying the period of employment and the classification of, or the type of work performed by the employee.

9.3 Redundancy selection

Where the employer decides to make workers redundant due to the downturn in business, the employer shall determine those employees to be made redundant on the following basis:

- a) Most recently employed group of employees will be the first to be selected for redundancy
- b) Where a number of employees have been employed within the same period, being one month, then selection will be based on performance and/or skills requirement.
- c) If re-employment is to occur then redundant workers will be offered re-employment prior to any additional offers of employment to new employees. Re-employment offers will apply on the same basis of seniority as specified in Clauses 9.3(a) and 9.3(b).

10 EMPLOYMENT SECURITY

The employer shall take steps to ensure that the enterprise has the benefit of a stable and committed workforce.

Such steps shall include:

- 10.1 Measures to increase the security of employees' employment;
- 10.2 Increased investment in the productive capacity of the enterprise;
- 10.3 Measures aimed at ensuring that new employees are recruited with the aim of reducing the level of unemployment in the occupations, trades, industries or callings specified in the Award;
- 10.4 Increased employment of apprentices and trainees; and
- 10.5 Maintaining a direct employee/employer relationship with employees.

11 SICK LEAVE

Employees shall be entitled to 5 days ordinary working time as paid sick leave for the first year of service and 8 per year thereafter. Unused sick leave shall be allowed to accumulate.

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12 TRAINING

- 12.1 Paid training leave in accordance with the APC Socotherm Competency training plan will be provided. Where an employee undertakes such training it shall be conducted as far as practicable in the employee's usual working time and the employee shall not lose pay for attendance or extra travel associated with such training.

Where it is necessary for the employee to attend training outside of the employee's usual working time the employee shall be paid for such attendance or extra travel time as if the employee had worked.

- 12.2 Fees, materials or any other reasonable costs associated with the training referred to in 14.1 shall be reimbursed by the employer.
- 12.3 All apprentices and trainees shall continue to receive paid training. Such training shall meet the requirements of the Award and the industry training advisory board, resulting in a consistent national qualification.

13 CLASSIFICATION STRUCTURE

- 13.1 Employees will be encouraged to acquire skills, training and qualifications to proceed through the career path to Level 6.
- 13.2 Reclassification to Levels 7, 8 and 9 will be by appointment only.
- 13.3 Upon plant commissioning and the commencement of production parties will consult to establish the skill levels required at each function and their appropriate position in the classification structure.

14 SUPERANNUATION

All employees shall receive Superannuation contributions at the rate of \$55 per week or as per the Superannuation Guarantee Levy, whichever is the greater. These contributions will be made to the C+ BUS Superannuation Fund.

15 DISPUTES SETTLEMENT PROCEDURE

The APC Socotherm Disputes Settlement Procedures [Appendix 2] shall apply to any matter in dispute between the Employer, employees and the Union. While these processes are being followed there shall be no stoppages, work will proceed as normal without prejudice to either party's case.

16 OVERTIME

Overtime shall be paid at the rate of one and a half times of ordinary working time for the first two hours, and double ordinary working time thereafter. A rest period of up to 10 hours shall be allowed after working overtime before the start of the next shift.

17 ROSTERED DAYS OFF

An employee will be entitled to one paid day off after working 19 normal ordinary days. Timing of the Rostered Day Off (RDO) will be based on the requirements of work scheduling as determined by the employer.

- 17.1 RDOs may be staggered over the work cycle rather than taken on an industry nominated day.
- 17.2 RDOs will occur on either Fridays or Mondays.
- 17.3 A maximum of 5 RDOs may be accrued and then taken in a block at a mutually agreed upon time.
- 17.4 An employee may elect at any time to 'cash' in RDOs at the ordinary wage rate up to the maximum of accrued RDOs allowed in Clause 16.3.
- 17.5 Records of RDOs will be kept by the employer and made available to the employees upon request.

18 UNION DUES

The employer agrees to provide employees a payroll deduction facility for union dues.

19 UNION MEETINGS

Union meetings are to occur through non working times with the exception of a one *half hour* paid meeting per month at a time mutually agreed upon by the employer and the employees.

20 MEAL BREAKS

Employees shall be allowed one twenty minute paid meal break which shall be rostered provided no employee shall be required to commence a meal break earlier than three hours after normal starting time nor later than six hours after normal starting time, unless otherwise mutually agreed between the employee and the employer.

21 NO EXTRA CLAIMS

The employer and the unions agree that they will not, for the duration of this agreement, pursue any extra claims for changes in relation to the matters dealt with by this agreement except where consistent with this agreement.

22 RENEGOTIATION

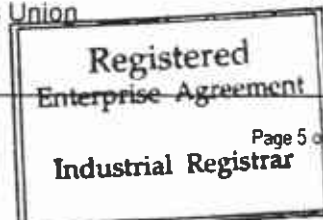
The employer, the union and the employees agree to commence negotiations for an agreement to replace this agreement no later than 3 months prior to the expiry of this agreement.

Signed by F.T. Whelan Date: 3-11-99

For and on behalf of APC Socotherm Pty Ltd

Signed by [Signature] Date: 3 NOV 99

For and on behalf of The Australian Workers Union



APPENDIX 1

As agreed between APC Socotherm Pty Ltd and The Australian Workers' Union:

Classification	Wage Rates
Operator Entry Level	516.80
Operator Level 1	537.00
Operator Level 2	557.00
Operator Level 3	577.00
Operator Level 4	597.00
Operator Level 5	617.00
Operator Level 6	637.00
Operator Level 7	657.00
Operator Level 8	677.00
Operator Level 9	697.00
Tradesperson 1	658.00
Tradesperson 2	674.00
Tradesperson 3	685.00
Tradesperson 4	700.00
Tradesperson 5	724.00
Tradesperson 6	769.00
Tradesperson 7	791.00

Superannuation:

C + BUS

\$55.00 per week
or SGL whichever is the
greater.

Redundancy:

\$50.00 per week will be accrued for each
employee into a bank account.

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APPENDIX 2

DISPUTE RESOLUTION

POLICY STATEMENT

APC Socotherm (hereinafter referred to as the Organisation) is committed to providing a good relationship between employers and employees. The following procedures have been developed to ensure the successful resolution of employment related grievances and to ensure positive industrial relations within the Organisation. The aim of these procedures is to resolve grievances by discussion at the lowest management level.

Employee grievances can be classified into two broad categories:

- **Personal** - arising from the employee's own outlook reflecting disappointment with the job, interpersonal conflict, health or financial worries, etc. Grievances of this nature require professional counselling, which are outside the resources of the Organisation. Such employees should be referred to a Senior Manager who will facilitate appropriate assistance.
- **Work Related** - arising from an employer's action that is perceived by the employee as unfair treatment in relation to working conditions or employment. Grievances of this nature should initially be addressed by the immediate Supervisor with guidance from a Senior Manager. The employee may elect to be represented by the union or an independent party during the dispute resolution proceedings.

All grievances are to be:

- treated with the same degree of thoroughness and seriousness even when a matter appears to be trivial or frivolous;
- judged objectively. Each party should be given ample opportunity to convey their views;
- dealt with promptly; and
- treated confidentially. Any notes or records of the grievance details should be kept confidential.

During the grievance procedure, normal work must be maintained. This policy requires all officers responsible for resolving grievances to implement the procedures of this Policy.

PROCEDURE

It is mandatory that all grievances will be dealt with according to the steps listed below.

The employee is required to notify the Supervisor or a Manager (if appropriate) in writing as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought. Once a written grievance is lodged the first step in the grievance resolution process has commenced.

If the grievance is lodged with the Supervisor the following procedure should be followed.

A meeting should be scheduled within 48 hours of the notification and held in a confidential area. The role of the Supervisor or Manager is to clearly establish what has occurred, what steps the complainant has already taken to resolve the grievance and what the complainant aims to achieve from the process of resolution. The Supervisor or Manager should take notes, seek advice if required, interview witnesses and/or any employee against whom the complaint is made.

Once the Supervisor or Manager has established the facts, he/she should formulate remedial action. It may be necessary to consult with another Manager. If a resolution can be achieved the employee should be notified in writing of the remedial action.

If a resolution cannot be achieved at this stage the grievance should be referred to a Senior Manager. At this level the Senior Manager is responsible for conducting his/her own investigations of the situation. He/she should organise a meeting with the complainant and the Supervisor or Manager (if appropriate) within 48 hours of being notified. If a resolution cannot be achieved at this stage the grievance can be referred to the General Manager for a resolution.

Once a resolution is reached at any stage the complainant is to be notified in writing of the remedial action. The Supervisor or Manager (if appropriate) will monitor the results of the action taken to resolve the grievance. This will ensure that the outcome reached is what was intended. It may be necessary to conduct a follow up interview with the complainant to ensure that he/she is not being victimised for lodging a grievance.

If the parties, after following the above procedures are unable to reach a resolution then either party may apply to take the dispute before the New South Wales Industrial Relations Commission.

POINTS OF CONSIDERATION

- Grievances caused by an employee's Supervisor/Manager should be forwarded to a more Senior Manager.
- Grievances relating to another colleague should be forwarded initially to the Supervisor. If an employee is not satisfied with the outcome, the matter should be referred to a Senior Manager.
- Unless the grievance involves allegations of a serious breach of discipline, the complainant should retain control of the grievance. That is, the complainant has the option of proceeding with the process or taking no action. Sometimes staff members choose only to seek advice on their rights or on how they might handle their own grievance. Other times the staff seek only to notify management of a situation which may, at some stage, require management intervention.
- Complainants should avoid discussing their complaint with people who are not involved. It is the complainant's responsibility to inform management if they are being victimised for raising the grievance.
- Any written record regarding a grievance must be kept confidential during the process of resolution. That is, letters of complaint, notes from discussions and any other written material associated with a grievance must be kept in a locked cabinet whilst investigations and consultation are continuing. Information relating to grievances should not be placed on personnel files.

