

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/350

**TITLE: Cavill Power Products Pty Ltd (Broken Hill) Mechanical
Trades Service Enterprise Bargaining Agreement 2005**

I.R.C. NO: IRC5/4040

DATE APPROVED/COMMENCEMENT: 14 September 2005 / 14 September 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 6 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Cavill Power Products Pty Ltd (Broken Hill), in the Mechanical Trades classifications, who are employed in the Servicing Department excluding 1st and 2nd year apprentice employees and "employees" employed on the Perilya Roster, who fall within the coverage of the Broken Hill Commerce and Industry Agreement Consent Award 2001.

PARTIES: Cavill Power Products Pty Ltd (Broken Hill) -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch)

**Cavill Power Products Pty Ltd (Broken Hill) Mechanical Trades Service
Enterprise Bargaining Agreement 2005****1.0 Title of Agreement**

The Title of this agreement is the Cavill Power Products Pty Ltd (Broken Hill) Mechanical Trades Service Enterprise Bargaining Agreement 2005.

2.0 Arrangements

Title of Agreement	1.
Arrangements	1.
Parties to the Agreement	2.
The Enterprise	2.
Definitions	2.
Intention	2.
Duress	3.
Parent Award	3.
Grievance and Dispute Resolution Procedure	3.
Term	4.
Anti-Discrimination	4.
Flat Rate of Pay Structure	5.
Reduction in Workloads	7.
Initial Trial Period	7.
Wage Adjustments	7.
Employee choice	7.
No further claims	7.
Signatories to the Agreement	8.

**Cavill Power Products Pty Ltd (Broken Hill) Mechanical Trades Service
Enterprise Bargaining Agreement 2005**

3.0 Parties to the Agreement

3.1 The enterprise agreement is made in accordance with:

- (a) the provisions of sections 32 – 47 of the Industrial Relations Act 1996;
and,
- (b) the Principles for approving enterprise agreements as provided by section 33(1) of the Act.

3.2 The parties to this agreement are:

- (a) Cavill Power Products Pty Ltd – Broken Hill branch (Employer) and,
- (b) The Construction, Forestry, Mining & Energy Union, South Western District.

4.0 The Enterprise

The Enterprise for which the agreement was made is Cavill Power Products Pty Ltd – Broken Hill, 1 Kanandah Road, Broken Hill, NSW, 2880.

5.0 Definitions

Company, Employer means Cavill Power Products Pty Ltd – Broken Hill branch
The Act means Industrial Relations Act 1996 (NSW) as amended.

The Union means The Construction, Forestry, Mining & Energy Union, South Western District.

Employees employed on the Perilya Roster means employees of the Company who primarily work and are paid in accordance with the rostering arrangements pursuant to the Perilya Broken Hill Ltd, Enterprise Agreement 2002.

Parent Award means the Broken Hill Commerce and Industry Consent Award 2001.

6.0 Intention

This agreement shall only apply to employees in the Mechanical Trades classifications under the parent award as defined in Clause 8 of this agreement who are employed in the Servicing Department of the Employer, excluding 1st and 2nd year apprentice employees and “employees employed on the Perilya Roster”

**Cavill Power Products Pty Ltd (Broken Hill) Mechanical Trades Service
Enterprise Bargaining Agreement 2005****7.0 Duress**

This agreement was not entered into under duress by any party to it.

8.0 Parent Award

The terms and conditions of this agreement shall be read in conjunction with the terms and conditions of the Broken Hill Commerce and Industry Consent Award 2001 (Parent Award) except that where an inconsistency occurs, the terms and conditions of this agreement will prevail to the extent of the inconsistency over the parent award.

9.0 Grievance and Dispute Resolution Procedure

- 9.1** It is the objective of this procedure to ensure that, where possible, grievances or disputes are resolved by negotiation and discussion between the parties.
- 9.2** The parties to this agreement recognise that from time to time individual employees or parties to this agreement may have grievances or disputes, which need to be resolved in the efficiency and effectiveness of the business.
- 9.3** An employee or parties to this agreement will have the right for grievances or disputes to be heard through all levels of line management:
- (a) In the first instance the employee/parties shall genuinely attempt to resolve the grievance or dispute with the relevant local manager/supervisor either directly or through an intermediary.
 - (b) If the employee/parties still feel aggrieved, then the matter shall be referred to the relevant departmental head.
 - (c) If the grievance or dispute is still unresolved the matter shall be referred to the Human Resources Manager.
 - (d) If the grievance or dispute is still not resolved any party involved in the grievance or dispute may refer the matter to the State Industrial Relations Commission.
 - (e) Until the grievance or dispute is determined, work shall continue normally, in accordance with the custom or practice existing before the grievance or dispute arose while discussions take place.
 - (f) No party shall be prejudiced as to the final settlement by the continuance of work.
 - (g) At any stage of the process the parties have the right to be represented by a third party of their choice.

**Cavill Power Products Pty Ltd (Broken Hill) Mechanical Trades Service
Enterprise Bargaining Agreement 2005****10.0 Term**

This agreement shall operate from the date of registration and shall remain in force for a period of 3 years unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1996.

11.0 Anti-Discrimination

- 11.1** It is the intention of the parties to this agreement to seek to achieve the object in s 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.
- 11.2** It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discrimination effect.
- 11.3** Under the Anti-discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 11.4** Nothing in this clause is to be taken to affect:
- (a) any conduct or act which specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempt under s 56(d) of the anti-discrimination Act 1977;
 - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 11.5** This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

**Cavill Power Products Pty Ltd (Broken Hill) Mechanical Trades Service
Enterprise Bargaining Agreement 2005****12 Flat Rate of Pay Structure****12.1 Rate of Pay**

12.1.1 The Flat Rate of Pay will be for the following classification as follows:

Basic Tradesperson	\$26/hour
Multi-skilled Tradesperson	\$28/hour
Special Class Tradesperson	\$30/hour
Senior Tradesperson	\$33/hour
Leading Hand	\$35/hour

12.1.2 The definitions of the classifications as listed above will be as per the Parent Award.

12.1.3 The Flat Rate of Pay is inclusive of all allowances, loadings and penalties stipulated in the Parent Award including, but not limited to, weekend penalties, annual leave loading, overtime penalties and any mine loadings.

12.2 Flat rate of Pay Hours of Work Requirement

12.2.1 The Flat Rate of Pay is for working a minimum average of 50 hours per week over a rolling 3 month period. (38 hours of which are ordinary hours).

12.2.2 Individual employees must work at least 1 weekend day or Public Holiday day per 3 week period. Employees agree that the Company can roster employees to work (Including on the weekends and Public Holidays) to ensure that it can provide the appropriate staffing and skill levels to meet the needs of the business.

12.2.3 For the purposes of 12.2.1 and 12.2.2 above, any absence approved by the Company (but not including Public Holidays other than Christmas day, Boxing Day, Good Friday and Easter Monday) will be deemed to have the equivalent time value, that is hours worked, (but not monetary), value as if the employee had worked during the period of such absences.

12.3 Annual Leave

Employees covered by this agreement will accrue 190 hours annual leave per year. Payment when taking Annual Leave will be made based upon 7.6 hours per day and paid at the appropriate classification Flat Rate of Pay.

12.4 Long Service Leave payment

For the purpose of Long Service Leave payments, the ordinary hours will be 38 hours per week. The rate of pay will be the appropriate classification Flat Rate of Pay.

**Cavill Power Products Pty Ltd (Broken Hill) Mechanical Trades Service
Enterprise Bargaining Agreement 2005**

12.5 Sick Leave

Sick leave will be accrued as per the parent award and payment for sick leave will be paid at the rate of 7.6 hours per day at the current rate of pay for the relevant classification as per the Parent Award.

12.6 Superannuation

Superannuation payments will be at the Superannuation Guarantee levy rate and will be based upon the ordinary hours of 38 hours per week at the appropriate classification Flat Rate of Pay.

12.7 Apprentice rates of pay

Persons employed as apprentice employees covered by this agreement will be paid the current percentage rate relevant to the Tradespersons rate of pay, as defined in the parent award, based on the Flat Rate of Pay.

12.8 Public Holiday Payments

12.8.1 Employees who are required to work on a Public Holiday will be paid for all hours worked on the Public Holiday at the appropriate Flat Hourly Rate of Pay, plus 10 hours pay at the parent award ordinary rate of pay for the relevant classification.

12.8.2 Employees who are not required to work the Public Holiday will be paid 7.6 hours at the parent award ordinary rate of pay for the relevant classification.

12.9 Records of Hours Worked

12.9.1 The employer will display in a prominent place within the workplace the work roster history of all employees covered by this agreement to ensure the hours that have been worked are transparent to all involved.

12.9.2 Employees, prior to the completion of their shift on each Thursday, will record on the notice board the shift or shifts they prefer to work on the following weekend and/or Public Holiday(s).

12.9.3 In accordance with clause 12.2.2 of this agreement where there is inappropriate staffing or skill levels, the Company will select and notify the employees of the shift or shifts they are required to work on the forthcoming weekend and/or Public Holiday(s).

**Cavill Power Products Pty Ltd (Broken Hill) Mechanical Trades Service
Enterprise Bargaining Agreement 2005****13.0 Reduction in Workloads**

If during any period of 3 consecutive weeks there is a reduction in the required staffing levels for weekend and or Public Holiday or in the requirement for a minimum of 50 hours per week to be worked, the parties, by mutual agreement can vary the Flat Rate of Pay Structure in this Agreement. Any such variation will be recorded in writing. In the absence of such mutual agreement the wages and all conditions of employment will revert to the Parent Award.

14.0 Initial Trial Period

14.1 The Flat Rate of Pay Structure will be introduced for a 6 month trial period from the date of implementation. At the expiration of such 6 month trial period, the Flat Rate of Pay Structure will continue to apply for the life of this Agreement, unless, within 4 weeks of the expiration of the trial period, one party notifies the other in writing that the Flat Rate of Pay Structure is to cease.

14.2 If such notification is given the wages and all conditions of employment will revert to the Parent Award as at the commencement of the first full pay period after such notification has been received.

15.0 Wage Adjustments

Any wage adjustments will be in accordance with the NSW State Wage Case decisions commencing with the 2006 decision.

16.0 Employee choice

16.1 Subject to clause 13 and 14 of this Agreement, individual employees must notify the Company in writing if they wish to be remunerated by the Flat Rate of Pay Structure.

16.2 If at some later stage an employee wishes to rescind such written notification they can do so only by way of mutual agreement in writing with the Company.

16.3 If no such written notification is received by the Company or is rescinded as per clause 16.2 above, the employees wages and all conditions will be in accordance with the Parent Award.

17.0 No further claims

The Union and the Company undertakes that for the life of this Agreement they will not make any further claims whether dealt with this agreement or not.

**Cavill Power Products Pty Ltd (Broken Hill) Mechanical Trades Service
Enterprise Bargaining Agreement 2005**

18.0 Signatories to the Agreement

Signed for and on behalf of the
CFMEU Mining & General
South Western District

Signed for and on behalf of
Cavill Power Products Pty Ltd
Broken Hill


Eddie Butcher
Broken Hill Vice-President,
Metalliferous


Tony Everuss
Operations Manager Mining

29-4-05
Date

29-04-05
Date


Witness Signature


Witness Signature

Stoane Picken
Witness Name

Elizabeth Vella
Witness Name