

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/50

TITLE: **Cochlear Limited Enterprise Partnership Agreement 2005**

I.R.C. NO: IRC5/6684
EA6/50

DATE APPROVED/COMMENCEMENT: 27 January 2006 / 27 January 2006

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**NEW AGREEMENT OR
VARIATION:** Replaces EA03/171.

GAZETTAL REFERENCE: 24 February 2006

DATE TERMINATED:

NUMBER OF PAGES: 35

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to permanent full-time and part-time employees employed by Cochlear Limited, who are employed in a classification covered by a production grade in Schedule A of this agreement and who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

PARTIES: Cochlear Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
Industrial Relations Act 1996
s34 - Application for Approval of Enterprise Agreement
Application No. IRC 6684 of 2005
(No. IRC N10 of 2005)

Cochlear Limited Enterprise Partnership Agreement 2005
Between
Cochlear Limited
And
The Employees of Cochlear Limited
And
Australian Manufacturing Workers Union (AFMEPKIU)

Production Assemblers

Health Appliances Industry

MEMORANDUM OF AGREEMENT

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1 FORMALITIES OF AGREEMENT

1.1 Agreement Title

This Agreement shall be known as the Cochlear Limited Enterprise Partnership Agreement 2005. This Agreement supersedes the Cochlear Limited Enterprise Partnership Agreement 2003 (EA 03/171 [IRC 03/3178]) made by the Commission on 2 July 2003, published in Industrial Gazette on 10 October 2003.

1.2 Parties Bound

The parties bound by this Agreement are:

- Cochlear Limited (Cochlear),
- The permanent full-time and part-time employees of Cochlear employed in a classification covered by a production grade in Schedule 'A' (the employees), and
- Australian Manufacturing Workers Union (AFMEPKIU) (the Union).

1.3 Definition

- (i) In this Agreement, reference to the Commission shall mean the Industrial Relations Commission of New South Wales
- (ii) In this Agreement, the Act shall mean the *Industrial Relations Act 1996*

1.4 Duration

This Agreement supersedes and replaces the Enterprise Bargaining Agreement entered into between the parties and ratified in the Industrial Relations Commission of New South Wales on 2 July 2003. It shall operate from the first full pay period to commence on or after the date of approval by Commissioner Ritchie, namely 19 January 2006, and in relation to ordinary hours wages in Schedule A from the beginning of the first full pay period to commence on or after 1 July 2005 and shall remain in force until 30 June 2007, and thereafter until varied or terminated or replaced by agreement of the parties.

1.5 Declaration

This Agreement has been negotiated through extensive consultation between representatives of Cochlear management and employees. A consultative committee was constituted for the purposes of formal discussions. The content of the Agreement has been canvassed between the parties and the employees concerned, or potentially concerned. All parties entering into this Agreement, or affected by its coverage, have done so with full knowledge as to its content, the effect of implementation of its provisions and the effect of certification hereof.

The parties declare that this Agreement:

- (i) is not contrary to public interest
- (ii) is not unfair, harsh or unconscionable to any relevant person, or potential relevant person
- (iii) was at no stage entered into under duress; and
- (iv) reflects the interests and desires of the parties and the persons covered by or potentially covered by the Agreement.

1.6 No Further Claims

Cochlear and the employees of Cochlear agree that they will not, for the duration of this Agreement, pursue any extra claims for change in relation to matters dealt with by this Agreement.

1.7 Award Conditions

This Agreement wholly replaces the Metal, Engineering and Associated Industries (State) Award and includes relevant parts of the Award which apply at the date of this Agreement which are incorporated into this Agreement in the Appendix. Where there are any inconsistencies between this Agreement and the parts of the Award in the Appendix this Agreement applies.

2 PARTNERS WITH EMPLOYEES

2.1 Business Environment

Cochlear Limited is world leader in the cochlear implant therapy market with anticipated continuing growth. With the onset of competitors within the market, the challenge for Cochlear is to maintain leading edge design and improve and develop new process and strategies for manufacture, whilst maintaining and growing our customer base.

2.2 Company Mission Statement

Cochlear has adopted a Mission Statement, which sets out the objectives for Cochlear, and the manner in which those objectives have been achieved. The essence of the Mission Statement is that Cochlear will strive to improve the quality of life for the hearing impaired by providing the highest quality products and life-long support for our implant recipients.

In pursuit of this mission statement, Cochlear will continue to strive to improve. In that pursuit Cochlear will continue to strive for excellence, embracing a partnership philosophy, working with Cochlear's recipients, healthcare professionals, researchers, suppliers, distributors and service providers as partners in hearing for life.

2.2.1 Core objectives

2.2.1.1 The parties hereto agree to work together to remain the worldwide leader in the cochlear implant industry by maintaining our products and services as the gold standard.

2.2.1.2 The parties hereto agree to work together to secure a working environment that enables our employees to gain support for, and personal reward from, their efforts.

2.2.1.3 The parties hereto agree to work together to secure and maintain sustainable levels of good profitability, thereby providing a basis for shareholder loyalty as well as employee opportunity.

2.3 Our Values

The values outlined below explicitly describe the behaviours that are expected of participants in Cochlear's business in line with the values agreed with employees. The values help drive a code of conduct, and the parties to this Agreement acknowledge that each other's actions will be consistent with these values:

2.4.1 Cochlear agrees to commit itself to the following:

2.4.1 Customer Satisfaction

- Actively seeks input from internal and/or external customers to better understand and meet customer needs.
- Ensures customer needs are responded to in a timely manner
- Builds effective relationships with internal and external customers
- Improves processes or introduces innovations that affect customer satisfaction

2.4.2 Mutual Respect

- Works in a supportive and cooperative manner respecting diverse opinions, people, personalities and styles
- Builds Trust through sincerity, competence, reliability and involvement

2.4.3 Performance

- Shows commitment to high level performance
- Acts to ensure cross divisional Cochlear goals are met
- Creates an environment that builds teamwork
- Shows commitment to personal development and growth of self and others.
- Delivers what is promised
- Is accountable for own contribution to Cochlear's performance.

2.4.4 Continuous Improvement & Innovation

- Monitors the quality and reliability of our products and services to ensure they meet and exceed standards.
- Takes the initiative to identify and implement innovative improvements to work methods, systems, and processes and designs
- Seeks out fresh ideas from a wide variety of sources
- Encourages appropriate levels of risk taking

2.4.5 Professionalism

- Acts with integrity, by being open, honest and direct in their dealings with others.
- Admits own mistakes
- Seeks collaboration & teamwork that serves the wider interests of Cochlear
- Recognises that sometimes there are alternative truths
- Confronts unethical behaviour

2.5 Employees

2.5.1 The employees agree to commit themselves and assist in the process of Cochlear's achieving its core values. In this respect the employees will always act with honesty and with a sense of duty to Cochlear and always strive for excellence in the performance of their duties, accepting responsibility for individual performance and output, and recognising the need to achieve excellence in group performance and output.

2.5.2 In order to achieve this, employees will always act with flexibility and preparedness to perform duties which are reasonably peripheral to themselves and which they can perform without endangering their own health and welfare or the health and welfare of others.

2.6 Partners with Employees

2.6.1 Aims and Objectives of the Agreement

It is the aim of the parties to this Agreement to develop and enhance the skills of the employees as well as the quality of working life of employees with a view to recognising the objectives and aspirations of Cochlear as stated in its Mission Statement.

The parties agree to work together to:

- Strengthen communication
- Develop the skills of Cochlear
- Create a sense of job satisfaction
- Create a flexible working environment

2.6.2 Communications

2.6.2.1 The parties agree to work together to listen to issues raised by the other party and to act on appropriate and reasonable suggestions in a reasonable timeframe. Cochlear will provide feedback on successes and failures and consultation on changes in the workplace.

2.6.2.2 The parties agree that:

(i) Suggestions can come:

- from employees
- from Production Leaders
- from customers and even third party consultants
- from Cochlear through its executive structure.

(ii) Not all suggestions can be acted upon but it is important that feedback as to why is adequately communicated.

- (iii) In the same way, not all directions can be complied with but employees agree that where this is so, there will always be a reasonable expectation or justification.
- (iv) Changes in the work place are inevitable and we all accept our responsibility for continuous improvement and constructive communication when difficulties arise.

2.7 Flexibility

- 2.7.1 Cochlear's aim is to create a flexible working environment, which allows Cochlear to best utilise the talents of employees for the benefit of all. Cochlear recognises that employees seek to enter into stable and secure employment with regular and reliable working arrangements.
- 2.7.2 To achieve flexible working hours, the parties recognise the following factors as contributing to flexibility:
 - 2.7.2.1 That the need for flexible hours in order to enhance efficiency will be identified in various circumstances and the opportunity provided to employees to working flexible hours and adjust to the need of working flexible hours consistent with their own amenity.
 - 2.7.2.2 The employees agree to be prepared and willing to work flexible hours where the need is identified.
 - 2.7.2.3 Cochlear will apply any necessary resources to meet the needs of the changing hours, and any problems, which arise either for Cochlear or the employees as a result of the working of flexible hours.
 - 2.7.2.4 The objective of working flexible hours will be to achieve targets through more efficient and productive work performance, and to minimise the need to work overtime. The employees agree to constructively assist and work towards the achievement of these objectives
 - 2.7.2.5 Reward mechanisms will appropriately benefit employees for productivity and efficiency improvements, which arise through the working of flexible hours.
 - 2.7.2.6 The employees will take responsibility individually and collectively for the utilisation of time, the reduction in overtime worked and the working of flexible hours, particularly where such hours may be worked without regular supervision.
 - 2.7.2.7 In the process of identifying the need for the working of flexible hours, and identifying targets which may be achieved through the working of efficient and productive work performance, Cochlear will discuss the proposals with the Consultative Committee, and with the employees who may be affected with a view to reaching consensus on any initiatives.

3 PERFORMANCE DEVELOPMENT

- 3.1 Performance development is part of the Cochlear Performance Development Review (PDR) process and extends across the organisation including those covered by this Agreement. The PDR process encompasses:

- Cochlear Values and Competencies
- Business drivers
- Development planning
- Appraising performance
- Rewarding performance

- 3.1.1 Through the performance development process all employees should have an understanding of what drives Cochlear's business and clear understanding of what their role is in making that a reality.

3.2 Learning and Development

- 3.2.1 Cochlear agrees to provide for the training and development of employees and the recognition of skills acquired by employees, thus to achieve job satisfaction and an acceptable quality of working life. To this end, it is agreed as follows:
 - 3.2.1.1 Employees will be given the opportunity through encouragement and training to progress through the classification structure through the acquisition of skills.

- 3.2.1.2 Training both on site and off site will be made available to all employees covered by this Agreement especially where such training is designed to improve the specialised skills of employees.
 - 3.2.1.3 On-site training will be largely provided by experienced employees, including leading hands.
 - 3.2.1.4 Cochlear will ensure that relevant and appropriate resources are applied to ensure that training plans are achieved and result in appropriate outcomes.
- 3.2.2 Cochlear will ensure that employees are assessed to determine their level of competency following training, their ability to demonstrate the skills achieved and such acquisition of skills is given appropriate recognition, including by way of qualifying the employee to be recognised through the reward mechanism.
- 3.2.3 Subject to the recognition of skills, employees will be eligible for advancement to higher levels in the classification structure subject only to the needs of Cochlear and vacancies in those higher levels.
- 3.2.4 Where training needs have been identified and training programmes provided, the employees agree that they will participate in such training in terms of the requirements of the training. It shall be the duty of each and every employee to satisfy such training requirements, and to demonstrate that they have acquired the skills and knowledge provided for under the training programme.
- 3.2.5 As part of the training, employees may be given the opportunity to undertake work at a higher level relevant to the skills matrix. In this event, employees will not be paid commensurate with the higher level but the employees agree that they will not be paid at a higher level but the work will be regarded as part of the training process.

3.3 Career Development Matrix

- 3.3.1 The Cochlear Career Development matrix is the system of ensuring opportunities and skill development for employees. It provides employees with an *“Open”* system of assessing skills and competencies.
- 3.3.2 The matrix is broken into two areas:
- 3.3.2.1 **Core Stream** – consists of competencies covering areas such as business knowledge, quality/GMP standards, interpersonal skills, problem solving, values, OH&S, educational levels.
 - 3.3.2.2 **Functional Stream** – consists of competencies covering areas such as production requirements and performance standards, computer operations and production flexibility, as well as indicative tasks.

The matrix will provide guidance for both employees and management in determining the appropriate level of recognition of acquired skills. The Career Development matrix will be overlaid with the salary ranges for each level of the matrix.

3.4 Performance Assessment

3.4.1 Commitment to Continuous Improvement

- 3.4.1.1 Employees will be graded by management into a classification identified under the matrix.
- 3.4.1.2 Once classified, an employee shall have the right to contest any classification or level and present any information in support of the employee's claim for re-classification, which shall be considered by management. Notwithstanding, the arguments presented by an employee shall not be used by that employee or other employees for the purposes of ratcheting the pay scale.
- 3.4.1.3 The parties recognise that in the course of continuous improvement, new technology and processes will be introduced.

- 3.4.1.4 Cochlear for its part, will ensure that such technology and processes will be optimised to meet operational needs.
- 3.4.1.5 The employees for their part, agree to recognise the need to adapt to such improvements in technology and processes.

3.5 Performance Criteria

- 3.5.1 Individual performance appraisals will be conducted regularly with a view to assessing individual performance and the contribution of that individual's performance, to the overall Cochlear outcomes.
- 3.5.2 There will be an annual assessment of individual's performance, and adjustments to the employee's classification may be made to reflect demonstrated changes to the employee's level of skills and competency, or to reflect failure by an employee to achieve an adequate level of competency. In addition, employees who achieve a level of competency, and can demonstrate that they can sustain that level of competency, by way of training, either in-house or externally, may seek a review and have their level of skills and competency assessed with a view to their being upgraded in their position. In addition, the present system where Production Leaders can assess the performance of employees at any time as meriting re-grading to a higher position will continue. An employee's re-grading to a higher position from level 3 to level 4 is, at all times, subject to a position of the higher level being available. Otherwise, the re-grading of employees to a higher level will be contingent upon the Company requiring an employee to perform the work at the higher level.
- 3.5.3 **Transfer to lower paid duties**

Where an employee is transferred to lower paid duties, by reason of an assessment that the employee is failing to perform at the level of skill and competence required for the position in which the employee has been graded, the employee shall be entitled to receive the same period of notice as the employee would have been entitled to if the employment had been terminated before the change is put into effect. Cochlear may, at its option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of the notice.

3.6 Issues of Non-Performance

- 3.6.1 At all times whilst the procedure set out herein is being followed, employees will be subject to prescribed natural justice. As part of according the employee natural justice, warnings will not be issued without proper investigation and advice to the employee of the issue(s) of concern. No disciplinary action will be taken, by way of warnings or otherwise, unless the employee has been given a full opportunity to explain or justify the actions or conduct complained of. During any discussion or counselling, the employee will be afforded the opportunity of having a representative appear with the employee.
- 3.6.2 An employee who is assessed, during the year or during a Performance Development Review, as not having satisfied an appropriate level of skill, knowledge and competence, and/or whose overall behaviour to work is at, or below, an acceptable level, shall undergo a performance counselling procedure by Cochlear.
- 3.6.3 The performance counselling process will include a discussion interview with the individual and any other parties involved, the Production Leader and/or Human Resources. This may result in a verbal or written warning or file note. The performance counselling procedure will require that improvement in the areas of concern are met within a nominated period. The performance counselling procedure will set clear guidelines on the issues, expectations and timeframes for improvement.
- 3.6.4 If at the end of that nominated period, an improvement is not evidenced, disciplinary action will be taken, with the potential outcome of termination of the employee.
- 3.6.5 The result of performance assessments will be communicated to employees with emphasis both on areas where there has been achievement as well as areas where results have been less than satisfactory so that attention can be given to implementing necessary changes.

- 3.6.6 If the matter relates to the employee's work performance, should the employee be able to demonstrate a relative level of skill, knowledge and competence to perform work at a lower classification level, the employee may be re-classified to that lower classification level, on the basis of notice of such re-classification being given equal to the usual or normal notice provisions. If the employee is not able to demonstrate that he/she possesses such reduced level of skill, knowledge and competence then the employee may be terminated on the giving of such notice, provided that this action shall not be taken unless the employee is able to utilise the provisions of Employee Grievance Policy.
Cochlear will observe its termination policy at the date of approval of this Agreement in 1.4 for the period of the Agreement.
- 3.6.7 An employee who, having been issued a warning under this provision, responds to the warning and demonstrates that the employee is able to perform work in terms of the requirements and expectations of the Company for a period of no less than one year following the warning, may request to have the warning stricken from his/her file, and the Company will give proper consideration to such request.

3.7 Training

- 3.7.1 Cochlear will undertake a needs audit for in-house training and establish the structures for such training. As part of this audit, Cochlear will identify potential trainers within the manufacturing division who have the necessary skills and knowledge, and themselves undertake the training of new employees and the further training of existing employees.
- 3.7.2 As part of this training audit, Cochlear will investigate the possibility of establishing an internal training centre, equipped with appropriate tools and materials for conducting training courses, and the resources to effectively undertake in-house training.
- 3.7.3 Cochlear will also undertake to identify training needs which can be addressed through having employees undertake external courses, and acquire certified skills necessary to perform the job more productively and efficiently.
- 3.7.4 As part of the overall training initiative, employees undertaking external studies in appropriate courses, either through TAFE or other accredited educational institutions, will be supported by Cochlear with respect to assisting them with studies, undertaking examinations, and so on, and considering whether direct support can be given in relation to purchase of texts and equipment associated with their course. In this respect, Cochlear may impose conditions on providing direct support, including a requirement that after the person satisfactorily completes the course, the equipment or other materials and resources purchased then become the property of Cochlear and available generally to the in-house training resource, and so on.
- 3.7.5 As part of the ongoing process of consultation, the parties agree that matters relating to the identification of training needs, the actual carrying out of training, and the training plan will be advised to and discussed with the Consultative Committee and the employees.

4 WORK ORGANISATION

- 4.1 It is the intention of Cochlear, in seeking to reach an agreement on these matters, to bring about change in the way work is performed at the workplace. In order to do this, Cochlear recognises that there will need to be a change in work culture, both by Cochlear and by the employees. The Agreement seeks to reward employees for productive and efficient work performance, consistent with the objectives of the Mission Statement and to create job satisfaction for employees through the rewards mechanism and access to career opportunities.
- 4.1.1 In order to do this, Cochlear proposes that, during the life of this Agreement, the following changes may be made:
- (i) the adoption of flexible working processes;
 - (ii) having employees work as part of a production team
 - (iii) focus on achievement of production targets
 - (iv) varying hours of work;
 - (v) introduction of shift work.

These are more fully explained in the following provisions.

4.1.2 Flexible Roles

- 4.1.2.1 The parties agree on the need for work to be undertaken in a flexible manner.
- 4.1.2.2 Accordingly, employees will undertake work which they are directed to undertake for which they have requisite level of skill, knowledge and competence, including work which may be prescribed for a classification less than that at which the employee is graded. This will involve the multi-skilling of employees
- 4.1.2.3 The only limitations to this provision are that no work shall be directed to be undertaken with the intention of de-skilling the employee or where the performance of the work by the employee may constitute a health or safety hazard to that employee, other employee or other persons.
- 4.1.2.4 It is expected that new starters will be able to achieve the work standards within a reasonable timeframe, provided sufficient training has been provided and that the natural aptitude of the individual matches. Close monitoring will occur to ensure that the individual can meet the work standards and any additional training will be provided.
- 4.1.2.5 Should the individual not be able to meet the work standards, they may be considered for transfer to another area or previous role, better meeting Cochlear's assessment of their skills and ability, or if this is not available, may result in termination of the employment contract.
- Cochlear will observe its termination policy at the date of approval of this Agreement in 1.4 for the period of the Agreement.
- 4.1.2.6 It is expected that from time to time, individuals may be transferred either permanently or temporarily to other sections wholly at the discretion of the Manufacturing Manager to meet the needs of Cochlear at any time, or in the interests of multi-skilling the employee, but not to deskill the employee.
- 4.1.2.7 Employees will also, as part of the initiative to encourage team building and working together as a team, take responsibility for their own performance within the team, and the overall performance of the team. As part of working in the team environment it will be necessary from time to time to work in conjunction with industrial engineers and other experts regarding job design, work systems and so on. Employees will be expected to co-operate with professional advisers in order to optimise the performance levels expected under this Agreement. Employees who adopt a negative attitude towards development of the teams, and the results which flow from working in the team environment, will be regarded as being in breach of their obligations to Cochlear.
- 4.1.2.8 The Classification Structure set out in Schedule 'A' to this Agreement has been developed to reflect the work and the nature of work performed at Cochlear. The said Structure is inherently different from the Classification Structure set out in the Metals and Engineering Industry (State) Award. The parties, nevertheless, recognise the Metal Industry Competency standards and the classification process set out in the Award. During the life of this Agreement, the parties agree to a periodic review of the Classification Structure set out in Schedule 'A' hereof to ensure that that Classification Structure properly reflects the skills and competency levels anticipated for employees covered by this Agreement. In the event that anomalies are indicated, the parties agree to discuss such anomalies and determine the processes to address such anomalies.

4.1.3 Hours of Work

- 4.1.3.1 The basic ordinary hours of work will be an average 7.6 hours per day or 38 hours per week averaged over a four week period to be worked according to a roster drawn up for the purpose. Such ordinary hours of work shall be worked, subject otherwise to the provision of

this Agreement, on any five days Monday – Friday provided that, where an employee and Cochlear agree, Saturday may be worked as part of the ordinary hours for the week on the basis that such hours as are worked on a Saturday will be paid at the rate of time and one half. Overtime worked on Saturday will be as prescribed under the Award.

4.1.3.2 A flexible working arrangement may be agreed pursuant to which individual employees may agree with their Production Leader varying methods of working their ordinary hours of work.

4.1.3.3 Such flexible working arrangement may be, but not limited to, any of the following:

- (i) a daily fixed commencement time not earlier than 6.00 am, or a finishing time not later than 6.00 pm, to be worked as ordinary hours;
- (ii) A variation to commencing and finishing times varying such time by up to two hours on any one day, except by agreement reached between an employee and the employee's immediate Production Leader, subject to the approval of the Manufacturing Manager;
- (iii) Starting and finishing times for employees shall, subject to the provisions hereof, be set by Cochlear, and may be varied by Cochlear on the giving of 72 hours notice, or a lesser period of notice where agreement is reached between Cochlear and an employee, or otherwise to meet an emergency situation or specific work requirement.
- (iv) Provisions for employees to work up to ten hours on any one day, with adjustments for working ordinary hours of less than eight hours on any day or days during any two week period on the basis that ordinary hours over the two week period will not exceed 76.
- (v) Such other working arrangement which is consistent with the operational needs of Cochlear but consistent also with an individual amenity of an employee, particularly with respect to an employee's family obligations.
- (vi) Such working arrangements may be entered into to reflect existing practices whereby employees work flexible hours to enable them to take periodic time off. Under such arrangements employees are required to work a minimum of 76 hours over each consecutive two week period. Also, employees may work under an arrangement which enables them to take time off for personal purposes, and to make up such time at the employee's normal rate of pay during another work period. Employees who do seek to work under such arrangements must only do so with the approval of their immediate Production Leader or manager and not do so if it constitutes a disruption to the work schedule. Accumulated make-up time shall not exceed 7.6 hours in total, at any one time, except by agreement between Cochlear and the employee.
- (vii) The provision for make-up time is not intended to replace the opportunities for employees to work overtime, subject to the objective under this Agreement to ensure that production hours are worked so far as practicable as ordinary time. Therefore, Cochlear will seek only to provide for work to be undertaken, consistent with the above provision, in essentially one off circumstances where it is consistent with efficient utilisation of resources to have work performed without the need to pay overtime provided that the equivalent time off is given to the employee. Equally, from the employees point of view, it is intended that employees will only seek to work additional time to be made up for later, in one-off situations, such as where an employee has a particular need to take shorter periods of time off.
- (viii) A flexible working arrangement which allows for employees to make up for time on which they are absent from work attending to personal needs, or occasions when Cochlear agrees with the employee to work beyond the ordinary hours on a day in order to complete work requirements. Provided that:
 - (a) the incidence of such requests must be kept to a minimum
 - (b) Cochlear shall not use such request in order to avoid overtime
 - (c) under no circumstances are the hours to be made up to exceed 7.6 hours at any one time without the payment of overtime

(ix) Cochlear will not require employees to work any hours as may be inconsistent with the health and welfare of the employee.

4.1.3.4 The method of working hours shall be discussed with the employee, and Cochlear shall use its best endeavours to accommodate the personal requirements of the employee, including, where necessary, any family obligations of the employee. To accommodate these needs, a provision for the employee to work ordinary hours may be agreed with an individual employee, which does not conform with the above prescriptors. No employee shall be disadvantaged by any arrangement entered into and, in particular, no arrangement of work shall be entered into which requires an employee to work more than an average of 38 hours per week or more than 76 hours over a two week period without payment of overtime, subject to Clause 4.2. All flexible working arrangements will be agreed between the parties, and may be subject to review by the Consultative Committee and/or work team. Either the Consultative Committee or the work team may make recommendations involving the work of certain employees in relation to the hours which an employee or employees may be required to work in order to improve the performance of the work team overall. All Agreements entered into for the working of flexible work arrangements shall be committed to writing and signed by the parties, and shall form part of this overall Agreement with respect to the particular employee.

4.1.3.5 Employees will not vary their starting time from that shown on the roster, except with the specific approval of their Production Leader. Employees who accordingly wish to start at a time earlier than that stated in the roster will only be recognised as having done so if such earlier starting time is approved by their immediate superior. Similarly, if an employee wishes to finish earlier than their consequent finishing time, with a view to exercising the flexibility provisions of this Agreement, they must only do so with the approval of their immediate Production Leader, and employees who seek to work beyond the finishing time for the purpose of working overtime must have such overtime approved by their immediate Production Leader.

4.1.3.6 Any new method of working ordinary hours shall take effect from the 7th day following such notice and shall continue to operate unless Cochlear:

- agrees with any of the relevant employees a different method of working ordinary hours; or
- gives to the relevant employees notice of a change in the method of working ordinary hours in accordance with the previous paragraph.

4.1.3.7 Employees may be required to personally sign on or otherwise complete a process indicating their attendance at the workplace ready to commence a shift or to signify completing a shift. If so required, the employees will undertake the stipulated procedure. It will be misconduct by an employee to undertake the signing on or process on behalf of any other employee.

4.1.4 Shiftwork

In the event that Cochlear seeks to provide for work to be performed by way of shifts during the life of this Agreement, the following arrangements will apply:

4.1.4.1 Roster arrangements may, at the discretion of the Manufacturing Manager, provide for work to be undertaken by way of two shifts.

4.1.4.2 Such shifts shall be arranged in order to provide for two full shifts of work to be performed on each day of the week Monday to Friday, the first shift commencing at 6.00 am and concluding at 2.00 pm, with hours to be worked continuously except for a meal break, and the second shift commencing at 2.00 pm concluding at 10.00 pm, with hours to be worked continuously except for a meal break.

- 4.1.4.3 Alternative shift arrangements to those stated in 4.1.4.2, including for the working of shifts on a Saturday and for the working of different time prescriptors as those stated above, may be agreed between Cochlear and an employee or employees.
- 4.1.4.4 Employees may be required to work all of their shift hours on shift number one, or all of their hours on shift number 2, or all of their hours on a rotating cycle over a two week period on shift number one and shift number two.
- 4.1.4.5 In the event of the employees working their shift on number two, they shall, for all hours worked, be paid a loading of 15%, calculated on their ordinary rate of pay for the time ordinarily worked. In the event that employees work on a rotating shift arrangement on shift number one and shift number two they shall be paid for all hours worked on both shifts a loading of 10%, calculated on their ordinary rate of pay for the time ordinarily worked. The resultant pay shall be for all purposes.
- 4.1.4.6 The requirements for employees to work on shift work shall be determined by Cochlear to meet its needs. However, Cochlear agrees to have regard to any special circumstances of an employee in relation to employees being required to work on one or other of the shift arrangements.
- 4.1.4.7 An employee may be required to change a shift arrangement to meet the needs of Cochlear, in which event the employee will be given no less than fourteen days notice of the change, unless Cochlear reaches an agreement with the employee to vary that period of notice.

4.2 Overtime

- 4.2.1 As otherwise provided in this Agreement, the arrangements proposed to be entered into anticipate that overtime will be reduced. The employees agree to apply themselves to completing targeted work within the span of ordinary hours provided.
- 4.2.2 As otherwise provided in this Agreement, Cochlear aim to have overtime levels worked reduced to a maximum of 10%. Employees agree to co-operate positively to achieving this target.
- 4.2.3 Where overtime is required it will be worked solely at the direction of an authorised Cochlear Manager or Production Leader. The overtime will be allocated for employees to meet the needs of Cochlear and with a view to creating equity amongst the employees in terms of the overtime hours available. Where directed, reasonable overtime must be worked provided that an employee who has specific and personal reasons not to work overtime will be entitled to a sympathetic and considerate hearing from Cochlear.
- 4.2.4 Otherwise, overtime will be paid for all hours worked in excess of hours provided for the day, or which are outside the span of hours provided for the day (subject to any agreement which may have been entered into between Cochlear and an employee). Overtime will be paid after the conclusion of the additional hours worked at the overtime rate provided in the Award for all such hours worked.
- 4.2.5 Subject to Clause 4.1.3.1, where work is required to be performed on a Saturday, Sunday or Public Holiday, all such time shall be provided for as prescribed in the Award. Employees working on Sunday or Public Holidays will only be required to do so to meet specific work targets at the direction of the employee's manager and/or Production Leader. The work target will be advised to the employees prior to their commencing work and the employees will be required to complete the assigned work for the day as a condition of their being paid at the overtime rate.
- 4.2.6 The parties to this Agreement commit to an ongoing process for consultation and communication regarding the overtime reduction initiative.

4.3 Other Absenteeism

- 4.3.1 Employees will be required to address workplace issues which lead to absences, and to circumstances where employees take unauthorised absences, or absences which are taken under circumstances where they could be avoided.
- 4.3.2 In order to achieve this target, employees will be required to, both in direct consultation with management, and through the self-managing work team and through the Occupational Health & Safety (OH&S) Committee, identify areas of potential hazard in the workplace and initiatives made at reducing the exposure of employees to potential injury or illness arising from the workplace.
- 4.3.3 Employees who are sick or incapacitated on any one day are required to notify their inability to attend for work prior to the commencement of their normal work shift or so soon thereafter as is reasonably possible.
- 4.3.4 Employees claiming to be absent on account of sickness or injury will be required, as a condition of sick leave being approved, to provide a Doctor's or other medical certificate for any absence of two days or more duration and for all but two single day absences during a twelve month period.

4.4 Achievement of Efficient and Productive Work Performance

As a result of measures in this Agreement, Cochlear envisages a continuing improvement in both the quality of product and the output of product per employee.

- 4.4.1 In addition, during the life of this Agreement, the Division within Cochlear covered by this Agreement is expected to institute informal arrangements for the self-management of its operations and to take overall responsibility for achieving the performance targets described in this Agreement. Initially, this operation will be described as self-management by work teams, and these teams will informally work to:
 - (i) arrange for improved work flow and co-ordination
 - (ii) employ suggestion schemes
 - (iii) contribute to Consultative and Specific Issue Committees and arrange and conduct meetings, both internally between the team members and externally between management
 - (iv) make recommendations for the re-design of jobs and the re-design of job rotation scheme. In considering issues relating to job design, work systems and so on, the team will receive advice from professionals in the area, including industrial engineers.
 - (v) appraise peer and group performance and institute disciplinary measures for under-performing team members
 - (vi) consider processes for solving problems autonomously
 - (vii) set internal productivity and quality improvement targets.

4.5 Avoidance of Workplace Injury and Illness

- 4.5.1 Employees are required to positively contribute to the identification of issues which might lead to workplace injury or illness, and discuss at the team level, through the OH&S Committee and directly with managers and Production Leaders, measures designed to avoid or even eliminate workplace injury.
- 4.5.2 Consistent with management's objectives to reduce workplace illness and injuries, management has instituted a programme of Pause Gymnastics. Team leaders will be given training and instructions in conducting Pause Gymnastics sessions and will be responsible for nominating the times such sessions take place. Employees are required to comply with arrangements for the conduct of Pause Gymnastics sessions. No session will exceed ten minutes nor will there be any more than two sessions in any one day. Time engaged in the sessions will be regarded as time worked and no employee will lose pay in engaging in the session. However, an employee not engaging in a session will be counselled in relation to the Company's position on OH&S and then will be directed to participate. An employee who takes a break during a Pause Gymnastics session, but does not participate in the session, shall be regarded as having taken an unauthorised break and will be liable to either have pay docked for the time of the session or to make up time at the completion of the working day.

- 4.5.3 Employees are also encouraged to participate in Occupational Health and Safety Committee meetings either by offering themselves for membership of such Committees, or by a suggestion to the Committee in relation to the workplace. The time engaged by employees who are members of Committees will be regarded as time worked. For its part, the Company will ensure the adequacy of policies and programmes designed to protect the health and welfare of employees. In particular, the Company will arrange for annual eye checks for employees which will be paid for fully by the Company. Employees are required to attend for such eye checks when arranged and to work in accordance with any advice they may be given with respect to protecting their eyesight.

4.6 Settlement of Disputes Procedure

- 4.6.1 In order to promote speedy, effective and informal resolution of problems it is agreed that the employee(s) with a grievance will be first dealt with as provided in Cochlear's Grievance Policy and Procedure. With respect to this Policy, the Production Leader/manager to whom a grievance is referred will respond to the grievance raised as soon as possible, and unless there are exceptional circumstances, within 24 hours.

Where possible, the parties to a grievance are encouraged try to sort it out directly between themselves.

Situations where an agreement cannot be reached

- Stage 1:** If the matter cannot be resolved between the individuals, and they believe the matter can be resolved with assistance, the Production Leader or their manager, or the next level manager, is to be informed. A neutral third party may be asked to assist with discussions between the parties.
- Stage 2:** The Production Leader or manager must interview the parties as soon as possible to establish the relevant facts of the situation. Opinions or assumptions are to be separated from provable facts.
- Stage 3:** The Production Leader or manager may need to seek guidance or advice from senior management.
- Stage 4:** The Production Leader/manager (as above) must talk to witnesses to check the facts, consult company policy and be guided by legal regulations, precedents and by their own experience in relation to how they assist the parties resolve the problem.
- Note:** When an individual does not wish to talk to their Production Leader due to the delicate nature of the situation, then they must take their complaint or concern to the next level of management or a member of Human Resources and explain why the Production Leader /manager has not been directly approached if they require assistance to have the grievance resolved.

- 4.6.2 It is recognised that not all problems will be resolved by way of the process described in the Policy and Procedure. Therefore the following formal procedure for the resolution of problems is agreed.

- Stage 1:** If the issue is not resolved informally between the employee and the Production Leader, the employee may then seek advice from a third party, eg Human Resources, and together they may approach the Production Leader.
- Stage 2:** If the issues are not resolved at Stage 1, the employee, the employee's representative and the Production Leader will confer with the Manufacturing Manager. The employee may have assistance from a third party, eg Human Resources, if the employee requires. At this level the parties shall discuss the issue with a view to resolving it on a basis suitable to all.

Stage 3: If the issue is still not resolved at Stage 2, the employee, the employee's representative, immediate supervisor and Production Leader will confer with the General Manager Manufacturing & Logistics.

Stage 4: If the issue remains unresolved, the Manufacturing Manager will refer the matter to Cochlear's Human Resource Manager who shall confer with the employee and/or the employee's representative with a view to reaching agreement.

Stage 5: Cochlear and the employee, totally commit themselves to resolving grievances within the above stages. However, if the matter cannot be settled by the parties they will agree to maintain the status quo and refer the matter to the Commission for conciliation and/or arbitration.

The parties will request the arbitrator to determine positively in favour of either Cochlear or the grievant, after taking into account any common ground achieved between the parties.

General

At each stage set out above, where the matter remains in dispute, the processes set out shall be conducted without delay and, in any event, so far as is practicable, each successive stage will be implemented within 48 hours after referral.

4.6.3 In making the above commitments the parties recognise that in exercising Cochlear's right to manage and to decide finally on the operation of the plant, it will take due account of undertakings of the Union and the employees to continue normal work while the matter in dispute is being resolved through the agreed procedures. Cochlear recognises and accepts that there will be circumstances when the implementation of a contested management decision may be delayed, pending the finalisation of the matter under the agreed procedures. The Union and employees recognise and accept that in some cases, dismissal for gross misconduct for example, implementation of the decision may occur prior to the commencement or finalisation of the agreed procedures. In these circumstances the dispute resolution procedure allows management's action to be reviewed promptly by the parties and, ultimately if necessary, by the Commission for conciliation and/or arbitration.

Cochlear will observe its termination policy at the date of approval of this Agreement in 1.4 for the period of the Agreement.

4.6.4 Reference to a third party in this Clause, means a third party nominated by the employee.

4.6.5 While the processes outlined above are being followed, the parties shall be committed to avoid stoppage of work, lockouts or other bans or limitations on the performance of work and the employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the enterprise.

4.7 Consultative Committee

4.7.1 A consultative committee, comprising an equal number of employees and management representatives, shall be formed to:

- (i) Assist in the correct application of this Agreement, particularly in the light of the provisions of the relevant Awards;
- (ii) Review and recommend further measures to be considered for implementation consistent with the commitment of the parties to bring about further structural efficiency, or with a view to modernising this Agreement.
- (iii) Apply Manufacturing and Logistic values to work practices.

4.7.2 The consultative committee shall also work to co-ordinate work of teams established within Cochlear and to feed to those teams data and information which may be relevant to the undertakings and performance of the teams.

4.7.3 In the event that a difficulty or disagreement arises over any matter being considered by the committee, it may be referred and dealt with as a dispute pursuant to the procedures set down herein. For purposes of advancing the interests of the parties, any issue of relevance to the operations of Cochlear, or of the employees, may be considered by the committee, with no reasonable limit placed on the agenda for such consideration.

4.8 Delegates and Training of Delegates

4.8.1 Cochlear recognises the overall benefits of providing training for employees nominated to represent other employee's party to this Agreement.

4.8.2 To this end, Cochlear will provide for training at a course nominated by the Union of up to five (5) days per annum for an accredited Delegate (or Delegates) of the Union where:

- (i) The course is one conducted or approved by the Trade Union Training Authority Inc and designed and constructed with the objective of promoting good industrial relations within the industry;
- (ii) The application for leave to attend the course shall be given to Cochlear at least six weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:
 - (a) the name of the employee seeking the leave;
 - (b) the period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
 - (c) the title, general description and structure of the course to be attended and the location of where the course is to be conducted.
- (iii) Cochlear shall advise the Union within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved;
- (iv) The time of taking leave shall be arranged so as to minimise any adverse effect on Cochlear's operations;
- (v) Cochlear shall not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the rate of pay applicable to the employee's classification under this Agreement;
- (vi) The employee attending a course shall provide to Cochlear proof of his/her attendance at any course within seven days of completion of the course. If the employee fails to provide such proof Cochlear may deduct any amount already paid for attendance from the next week's pay or from any monies due to the employee.
- (vii) Where an employee is sick during a period when leave pursuant to this clause has been granted, proof of attendance at the course is not required for that period and the employee shall receive payment, if entitled, under the provisions of this Agreement.
- (viii) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.
- (ix) Any dispute as to any aspect of the operation of this clause, shall be resolved in accordance with the dispute settlement procedure of this Agreement.

4.8.3 In addition, Cochlear will source an appropriate course of training and will provide for employee members of the consultative committee who do not otherwise have training available to them from the Union to receive training commensurate with that provided under Clause 4.8.2 hereof.

4.8.4 In addition to time made available for employee members of the consultative committee to attend meetings and otherwise attend to their responsibilities, Cochlear will provide for accredited Delegates advised by the Union to attend to their responsibilities, attend negotiation meetings and so on where:

4.8.4.1 Cochlear will recognise the nomination of one (1) delegate and one (1) co-delegate for each shift, morning and afternoon.

4.8.4.2 So far as is practicable, responsibilities are to be attended to during non-work time, and, in any event, in a way which does not disrupt the work of others.

4.8.4.3 Cochlear does not condone any unwelcome soliciting of employees for any reason at their workplace.

5 RECOGNITION AND REWARD

5.1 Job Classification and Wage Rates

5.1.1 Skills Matrix

5.1.1.1 Employees covered by this Agreement shall be classified under one of the classifications set out in the Matrices attached hereto as Appendix 'B', being respectively the Career Development Matrix – Production, and Career Development Matrix – Leading Hands/Production Leaders. This Career Development Matrix may be reviewed by the parties and updated on an as needs basis during the life of this Agreement.

5.1.1.2 In classifying an employee, Cochlear shall have regard to the level of skill which has been demonstrated by the employee in performing work, and the relevant level of product and Cochlear knowledge demonstrated by the employee, as well as a demonstration that the employee can accept responsibility in respect to the particular job classification.

5.1.1.3 In addition, the classification of employees shall have regard to the work performed by the employee and demonstrated under the Functional Stream section of the Matrix.

5.1.1.4 Once classified as provided in Clause 5.1.1 hereof, employees covered by this Agreement shall be entitled to receive the wage commensurate with their respective classification as set out under the Wage Schedule. (Appendix "A").

5.1.1.5 An employee shall be entitled to receive no less than the minimum rate prescribed for their respective classification, but may be paid within such classification at a level according to relevant factors relating to the employee's skills, knowledge and acceptance of responsibility.

5.1.1.6 Once classified, an employee shall be assessed with respect to an appropriate level within the classification, having regard to the following factors:

- (i) The relative skills level of the employee within the classification and with respect to the performance of the employee's tasks as shown in the Functional Stream Section of the Matrix.
- (ii) The relative productivity and output of the employee as a demonstration of the level of the employee's work performance.
- (iii) The quality of the employee's work and, in particular, having regard to the level of re-works necessary in relation to the employee's work.
- (iv) The relative level of responsibility that the employee exercises in relation to his own work performance, including initiatives shown by the employee and the willingness and capacity of the employee to work within the prescriptors of this Agreement.
- (v) Any other relative factor which, in the opinion of management, impact upon the relative level of classification.

5.1.1.7 The pay level for an employee will be at the discretion of Cochlear and shall reflect individual work performance in circumstances particularly where advancement to a higher classification level may not be justified.

5.1.2 The pay rate determined for each employee shall be for all purposes.

- Changes to the wage rates under this agreement are set out in Schedule 'A' the Wages Schedule.

5.1.3 Bonus Entitlement

Entitlement to bonus during the period of this Agreement shall be as provided in the attached Bonus Entitlement Schedule (Schedule 'A') thereafter as follows unless otherwise agreed:

5.1.3.1 The underlying basis on which the bonus will be paid is that the Group achieve overall productivity targets.

- 5.1.3.2 A measurement of achievement shall be the Group's ability to exceed the production targets set in Clause 4.4 hereof, and the ability to meet targets with respect to other work related issues.
- 5.1.3.3 This performance must be achieved throughout the year under review without the working of overtime to achieve set production targets. Where overtime is worked, it will be considered on the basis it has been necessary to achieve additional production targets or to meet emergency production requirements, and it shall not impact upon the assessment of the production figure for the purpose of payment of the bonus.
- 5.1.3.4 In addition, there must have been a reduction of no less than 5% in absenteeism by the Group for each year from the absenteeism figure for the previous year.
- 5.1.3.5 The payment of the bonus shall be paid to all employees within the Group or Sector, subject to the achievement of targets at the end of the year.
- 5.1.3.6 Unless there have been exceptional circumstances which have impacted upon the abilities of the employees overall to achieve the production targets, there will be no pro-rata bonus payable should there be any shortfall in the achievement of the performance targets.

5.2 Allowances for Working in Clean Room

Clean Room personnel shall be paid an allowance of \$1.10 per hour for each full fifteen minutes of time worked, including overtime, but excluding periods of leave.

5.3 No Variation during Term of Agreement

Subject other than the above variations, employees will not be entitled to wage increases within the range other than as provided in this Agreement.

5.4 Wage Schedule

Subject to foregoing provisions, employees shall be paid as provided in the attached Wage Schedule. (Schedule A).

6 ANTI DISCRIMINATION CLAUSE

- 6.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in section 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, sexual orientation, transgender identity, responsibility as a carer and age.
- 6.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in the 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 discriminatory effect.
- 6.3 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.
- 6.4 Nothing in this clause is to be taken to affect:
 - 6.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 6.4.2 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - 6.4.3 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 6.5 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.

7 OPERATIVE DATE

This Agreement shall commence on the 1st day of July 2005 and shall continue in force for the period in Clause 1.4 hereof.

APPENDIX 1

METAL, ENGINEERING AND ASSOCIATED INDUSTRIES (STATE) AWARD EXTRACTS

This Appendix sets out relevant parts extracted from the Award in Part 1 (1.1) in operation at 1 July 2005 incorporated into this Agreement. Where there are any inconsistencies between the Agreement and the parts of the Award in this Appendix the Agreement applies.

PART 1 — APPLICATION AND OPERATION OF AWARD

(1.1) Award Title

The award from which these clauses are extracted is entitled the Metal, Engineering and Associated Industries (State) Award.

(1.2) Arrangement

PART 1 — APPLICATION AND OPERATION OF AWARD

1.1 Award Title

1.2 Arrangement

PART 4 — EMPLOYMENT RELATIONSHIP

4.1 Employer and Employee Duties

4.2 Employment Categories

4.3 Termination of Employment

4.4 Redundancy

4.5 Absence From Duty

4.6 Standing Down Employees

4.7 Abandonment of Employment

4.8 Pay Slips and Employer Records

4.9 Right of Entry

4.10 Award to be Posted

4.11 Shop Stewards and Notice Board

4.12 Deduction of Union Membership Fees

PART 5 — RATES OF PAY AND RELATED MATTERS

5.8 Supported Wage System for People with Disabilities

5.11 Payment of Wages

PART 7 — TYPES OF LEAVE AND PUBLIC HOLIDAYS

7.1 Annual Leave

7.2 Long Service Leave

7.3 Sick Leave

7.4 Personal/Carers Leave

7.5 Jury Service

7.6 Parental Leave

7.7 Public Holidays

(4.1) Employer and Employee Duties

4.1.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.

4.1.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

4.1.3 Any direction issued by an employer under this clause is to be consistent with the employer's responsibilities to provide a safe and healthy working environment.

(4.2) Employment Categories

4.2.1 Probationary Employment —

4.2.1 (a) An employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which can be up to but not exceed three months.

4.2.1 (b) A probationary employee is for all purposes of the award a full-time or part-time employee.

4.2.1 (c) Probationary employment forms part of an employee's period of continuous service for all purposes of the award, except where otherwise specified in this award.

4.2.2 Full-time Employment — Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in the award.

4.2.3 Casual Employment — A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid one thirty eighth of the weekly award wage prescribed herein for the work which he or she performs, plus 15 per cent.

4.2.4 Part-time Employment —

4.2.4 (a) An employee may be engaged to work on a part-time basis involving a regular pattern of hours which shall average less than 38 hours per week.

4.2.4 (b) (i) Before commencing part-time employment, the employee and employer must agree:

(1) upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work;

(2) upon the classification applying to the work to be performed in accordance with Appendix A;

(ii) Except as otherwise provided in this Award a part-time employee is entitled to be paid for the hours agreed upon in accordance which 4.2.4 (b)(i)(1).

(iii) The terms of this agreement may be varied by consent.

(iv) The terms of this agreement or any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

4.2.4 (c) The terms of this award shall apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

4.2.4 (d) Overtime — A part-time employee who is required by the employer to work in excess of the hours agreed upon in accordance with 4.2.4(b) (i) and (iii), shall be paid overtime in accordance with clause 6.4 of this award.

4.2.4 (e) Public Holidays — Where the part-time employee's normal paid hours fall on a public holiday prescribed in clause 7.7 and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall be paid in accordance with Clause 7.7 of this Appendix.

4.2.5 Employment for a Specific Period of Time or a Specific Task or Tasks —

4.2.5 (a) An employee may be engaged on a full time or part time basis for a specific period of time or for specific task/s.

4.2.5 (b) The details of the specific period of time or specific task/s shall be set out in writing and retained by the employer. The employer shall provide a copy to the employee.

4.2.5 (c) An employee engaged in accordance with 4.2.5(a) is for all purposes of the award a full-time or part-time employee, except where otherwise specified in this award.

4.2.5 (d) Service under a contract of employment for a specific period of time or specific task/s shall form part of an employee's period of continuous service, where such employee is engaged as a full-time or part-time employee immediately following such contract of employment.

(4.3) Termination of Employment

4.3.1 Notice of Termination by Employer —

4.3.1 (a) In order to terminate the employment of an employee the employer must give to the employee the following notice:

Period of Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

4.3.1 (b) In addition to the notice in 4.3.1(a) employees over 45 years of age at the time of the giving of the notice with not less than two years service, are entitled to an additional week's notice.

- 4.3.1 (c) Payment in lieu of the notice prescribed in 4.3.1(a) and (b) must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 4.3.1 (d) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had their employment not been terminated, must be used.
- 4.3.1 (e) The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.
- 4.3.1 (f) For the purposes of this clause, service shall be calculated in the manner prescribed by subclause 7.1.5 — How to Calculate Leave.
- 4.3.2 Notice of Termination by Employee — The notice of termination required to be given by an employee shall be the same as that required of an employer, except that there is no additional notice based on the age of the employee concerned. If an employee fails to give notice the employer has the right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.
- 4.3.3 Summary Dismissal — The employer has the right to dismiss any employee without notice for serious misconduct and in such cases any entitlements under this award are to be paid up to the time of dismissal only.
- 4.3.4 Time Off During Notice Period — Where an employer has given notice to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

(4.4) Redundancy

4.4.1 Application —

- 4.4.1 (a) This clause shall only apply in respect of full-time and part-time employees.
- 4.4.1 (b) This clause shall apply in respect of employers who employ 15 employees or more immediately prior to the termination of employment of employees.
- 4.4.1 (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service, and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 4.4.1 (d) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

4.4.2 Introduction of Change —

4.4.2.1 Employer's Duty to Notify —

- 4.4.2.1 (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- 4.4.2.1 (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

4.4.2.2 Employer's Duty to Discuss Change —

- 4.4.2.2 (a) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in 4.4.2.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- 4.4.2.2 (b) The discussions shall commence as early as possible after a definite decision has been made by the employer to make the changes referred to in

4.4.2.1.

- 4.4.2.2 (c) For the purpose of such discussions, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

4.4.3 Redundancy —

4.4.3.1 Discussions Before Terminations —

- 4.4.3.1 (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to 4.4.2.1(a), and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.

4.4.3.1 (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 4.4.3.1(a) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.

4.4.3.1 (c) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

4.4.4 Termination of Employment —

4.4.4.1 Notice for Changes in Production, Programme, Organisation or Structure —

4.4.4.1 (a) The notice provisions to be applied to terminations by the employer for reasons arising from changes in production, programme, organisation or structure shall be the same as that provided in 4.3 Termination of Employment.

4.4.4.1 (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.4.4.2 Notice for Technological Change — This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with 4.4.2.1(a).

4.4.4.2 (a) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.

4.4.4.2 (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.4.4.2 (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of these Acts.

4.4.4.3 Time Off During the Notice Period —

4.4.4.3 (a) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay

during each week of notice, to a maximum of 5 weeks, for the purposes of seeking other employment.

4.4.4.3 (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

4.4.4.4 Employee Leaving During the Notice Period — If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

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

4.4.4.6 Employment Separation Certificate — The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form provided by Centrelink

4.4.4.7 Transfer to Lower Paid Duties — Where an employee is transferred to lower paid duties for reasons set out in clause 4.4.2 of this award, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

4.4.5 Severance Pay —

4.4.5.1 Amounts — Where an employee is to be terminated pursuant to subclause 4.4.4, the employer shall pay the following severance pay in respect of a continuous period of service:

4.4.5.1 (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks

5 years and less than 6 years	14 weeks
6 years and over	16 weeks

4.4.5.1 (b) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

4.4.5.1 (c) "Week's pay" means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances.

4.4.5.2 Incapacity to Pay — Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 4.4.5.1 above.

The Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 4.4.5.1 above will have on the employer.

4.4.5.3 Alternative Employment — Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 4.4.5.1 above if the employer obtains acceptable alternative employment for an employee.

(4.5) Absence from Duty

Unless a provision of this award states otherwise (e.g. sick leave), an employee not attending for duty will lose their pay for the actual time of such non-attendance.

(4.6) Standing Down Employees

The employer has the right to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

(4.7) Abandonment of Employment

The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned their employment.

Provided that if within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the employer that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.

Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

(4.8) Pay Slips and Employer Records

4.8.1 Pay Slips – See section 123 of the Industrial Relations Act 1996 (NSW).

4.8.2 Employer Records – See section 129 of the Industrial Relations Act 1996 (NSW).

(4.9) Right of Entry

See Part 7 of Chapter 5 of the Industrial Relations Act 1996 (NSW).

(4.10) Award to be Posted

See section 361 of the Industrial Relations Act 1996 (NSW).

(4.11) Notice Board

Notice Board — The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position

in his/her plant or in separate buildings in each plant so that it will be reasonably accessible to all his/her employees working under the award. Accredited union representatives shall be permitted to put on the notice board or boards, union notices, signed or countersigned by the representative posting it. Any notice posted on such board not so signed or countersigned may be removed by an accredited union representative or by the employer.

(4.12) Deduction of Union Membership Fees

4.12.1 The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:

- (a) the employee has authorised the employer to make such deductions in accordance with subclause 4.12.2 herein;
- (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
- (c) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
- (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).

4.12.2 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.

4.12.3 Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:

- (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
- (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.

4.12.4 Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.

4.12.5 The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly, as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.

4.12.6 An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.

4.12.7 Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease.

4.12.8 The above variations shall take effect:

- (a) In the case of employers who currently deduct Union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first full pay period to commence on or after 13 August 2003;
- (b) In the case of employers who do not fall within paragraph (a) above, but who currently make deductions other than Union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first full pay period to commence on or after 13 November 2003;
- (c) For all other employers, from the beginning of the first full pay period to commence on or after 13 February 2004.

(5.8) Supported Wage System for People with Disabilities

5.8.1 Workers Eligible for a Supported Wage — This clause defines the conditions that will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:

5.8.1 (i) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".

5.8.1 (ii) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

5.8.1 (iii) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the Social Security Act 1991, or any successor to that scheme.

5.8.1 (iv) "Assessment Instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

5.8.2 Eligibility Criteria — Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a Disability Support Pension.

This clause does not apply to any existing employee who has a claim against the employer that is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitating of employees who are injured in the course of their employment.

This clause also does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of, or are eligible for, a Disability Support Pension, except with respect to an organisation which has received recognition under section 10 or section 12A of the Act, or if a part only has received recognition, that part.

whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work that the person is performing, according to the following schedule:

Assessed Capacity (subclause (d))	% of prescribed award rate
10%*	10
20%	20
30%	30
40%	40
50%	50
60%	60
70%	70
80%	80
90%	90

(Provided that the minimum amount payable shall be not less than \$45.00 per week).

*Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

5.8.3 ?

5.8.4 Assessment of Capacity — For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument, by either:

5.8.4 (i) the employer and a union party to the award, in consultation with the employee or, if desired, by any of these;

5.8.4 (ii) the employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

5.8.5 Lodgment of Assessment Instrument —

5.8.5 (i) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Australian Industrial Relations Commission.

5.8.5 (ii) All assessment instruments shall be agreed and signed by the parties to the assessment; provided that where a union which is a party to the award is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect, unless an objection is notified to the Registrar within ten working days.

5.8.6 Review of Assessment — The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

5.8.7 Other Terms and Conditions of Employment — Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.

5.8.8 Workplace Adjustment — An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the

area.

5.8.9 Trial Period —

5.8.9 (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this subclause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

5.8.9 (ii) During the trial period, the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

5.8.9 (iii) The minimum amount payable to the employee during the trial period shall be no less than \$45.00 per week.

5.8.9 (iv) Work trials should include induction or training as appropriate to the completion of the trial period; a further contract of employment shall be entered into based on the outcome of assessment under subclause 5.8.4 above.

(5.11) Payment of Wages

5.11.1 Period of Payment —

5.11.1 (a) Wages shall be paid weekly or fortnightly, either:

(i) according to the actual ordinary hours worked each week or fortnight; or

(ii) according to the average number of ordinary hours worked each week or fortnight.

5.11.1 (b) By agreement between the employer and the majority of employees in the relevant enterprise, wages may be paid three weekly, four weekly or monthly. Agreement in this respect may also be reached between the employer and an individual employee.

5.11.2 Method of Payment — Wages shall either be paid by cash, cheque or electronic funds transfer into the employee's bank (or other recognised financial institution) account.

In the case of employees paid by cheque, if the employee requires it, the employer shall have a facility available during ordinary hours for the encashment of the cheque.

5.11.3 Payment of Wages on Termination of Employment — On termination of employment, wages due to an employee shall be paid on the day of termination or forwarded to the employee by post on the next working day.

5.11.4 Day Off coinciding with Pay Day — Where an employee is paid wages by cash or cheque and the employee is, by virtue of the arrangement of their ordinary hours, to take a day off on a day which coincides with pay day, such employee must be paid no later than the working day immediately following pay day. However, if the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

5.11.5 Wages to be Paid During Working Hours —

5.11.5 (a) Where an employee is paid wages by cash or cheque such wages shall be paid during ordinary working hours.

5.11.5 (b) If an employee is paid wages by cash and is kept waiting for their wages on pay day, after the usual time for ceasing work, they shall be paid at overtime rates for the period they are kept waiting.

5.11.6 Absences from Duty Under an Averaging System — Where an employee's ordinary hours in a week are greater or less than 38 hours and such employee's pay is averaged to avoid fluctuating wage payments, the following shall apply:

5.11.6 (a) The employee will accrue a "credit" for each day he or she works ordinary hours in excess of the daily average.

5.11.6 (b) The employee will not accrue a "credit" for each day of absence from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, paid bereavement leave, paid carers' leave or jury service).

5.11.6 (c) An employee absent for part of a day (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, paid bereavement leave, paid carers' leave or jury service) shall accrue a proportion of the "credit" for the day, based upon the proportion of the working day that the employee was in attendance.

(7.1) Annual Leave

7.1.1 See Annual Holidays Act 1944 NSW

7.1.4 Loading on Annual Leave — During a period of annual leave an employee will receive a loading calculated on the rate of wage in Schedule 'A'.

The loading shall be as follows:

7.1.4 (a) Day Workers — Employees who would have worked on day work only had they not been on leave — a loading of 17½ per cent or the relevant weekend penalty rates, whichever is greater but not both.

7.1.4 (b) Shift Workers — Employees who would have worked on shift work had they not been on leave - a loading of 17½ per cent or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

The loading prescribed by this subclause does not apply to proportionate leave on termination.

7.1.5 How to Calculate the Leave Entitlement —

7.1.5 (a) Except for the following, any absences from work are not to be taken into account and will not count as time worked in calculating the leave entitlement:

In a 12 month period the employee is entitled to have off up to 152 ordinary working hours because of sickness or accident and this will be counted as time worked (i.e. worker's compensation leave, paid sick leave, paid carers

leave).

Long service leave, annual leave, public holidays, paid bereavement leave, paid training leave and jury service taken by an employee will count as time worked.

Any interruption or termination of the employment by the employer which has been made with the intention of avoiding obligations under this clause.

7.1.5 (b) Absences from work which do not count as time worked in calculating the leave entitlement but do not break continuity of service for the purposes of this award include:

any absence with reasonable cause, proof of which shall be upon the employee;

any leave without pay taken with the agreement of the employer;

parental leave.

7.1.5 (c) Where a business is transmitted from one employer to another, the period of continuous service that the employee had with the transmitter or any prior transmitter shall be deemed to be service with the transmittee and taken into account when calculating annual leave. However an employee shall not be entitled to leave or payment in lieu for any period in respect of which leave has been taken or paid for.

7.1.6 Public Holidays Falling in a Period of Leave —

7.1.6 (a) If any public holiday prescribed by clause 7.7 of this award falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there must be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if the day had not been a holiday.

7.1.6 (b) Where a holiday or holidays falls in a period of annual leave and the employee, fails, without reasonable cause, to attend for work at the employee's ordinary starting time on the working day immediately following the last day of the period of annual leave, the employee shall not be entitled to be paid for the holiday or holidays.

(7.2) Long Service Leave (NSW)

See Long Service Leave Act 1955.

(7.3) Sick Leave

7.3.1 Amount of Paid Sick Leave — An employee on weekly hiring who is absent from his/her work on account of personal illness, or on account of injury by accident arising out of and in the course of his/her employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

7.3.1 (a) An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.

7.3.1 (b) He/she shall, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence inform the employer of his/her inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee shall inform the employer within 24 hours of such absence.

7.3.1 (c) An employee shall prove to the satisfaction of his/her employer that he/she was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

7.3.1 (d) First Year of Employment — An employee shall not be entitled during his/her first year of any period of service with an employer to leave in excess of five days of ordinary working time or in cases where he/she normally works more than 8 ordinary hours in any day, he/she shall not be entitled to leave in excess of 40 hours of ordinary working time. Provided further that during the first five months of the first year of a period of service with an employer he/she shall be entitled to sick leave which shall accrue on a pro rata basis of one day of ordinary working time for each month of service completed with that employer to a maximum of 40 ordinary hours. On application by the employee during the sixth month of employment and subject to the availability of an unclaimed balance of sick leave the employee shall be paid for any sick leave taken during the first five months and in respect of which payment was not made.

7.3.1 (e) Second or Subsequent Years of Employment — An employee shall not be entitled during the second or subsequent year of any period of service with an employer to leave in excess of 8 days of ordinary working time or in excess of 64 hours of ordinary working time in the case of an employee who normally works more than 8 ordinary hours of any day.

7.3.2 Single Day Absences — In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year he/she has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he/she produces to the employer a certificate of a duly qualified medical practitioner that in his/her, the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or on account of injury by accident. However, an employer may agree to accept from the employee a statutory declaration, stating that the employee was unable to attend for duty on account of personal illness or on account of injury by accident in lieu of a certificate of a duly qualified medical practitioner as prescribed by this subclause.

7.3.3 Accumulation of Sick Leave — Sick leave shall accumulate from year to year so that any balance of the period specified in 7.3.1 (d) and (e) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of twelve years but for no longer from the end of the year in which it accrues.

7.3.4 Attendance at Hospital, etc. — Notwithstanding anything contained in 7.3.1 of this clause an employee suffering injury through an accident arising out of and in the course of his/her employment (not being an injury in respect of which he/she is entitled to workers' compensation) necessitating his/her attendance during working hours on a doctor, chemist or trained nurse, or at a hospital shall not suffer any deduction from his/her pay for the time (not exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connection with such attendance.

7.3.5 Year of Service — Year of service for the purpose of this clause means the period between the date of commencement in employment in any year and the anniversary of the commencement of employment in the next year.

7.3.6 Broken Service —

7.3.6 (a) If an employee is terminated by his/her employer and is re-engaged by the same employer within a period of six months then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

7.3.6 (b) In such a case the employee's next year of service will commence after a total of twelve months has been served with that employer excluding the period of interruption in service from the date of the commencement of the previous period of employment on the anniversary of the commencement of the previous period of employment, as the case may be.

(7.4) Personal/Carers Leave

7.4.1 Use of Sick Leave —

7.4.1 (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph 7.4.1(c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in 7.3 — Sick Leave for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

7.4.1 (b) The employees shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

7.4.1 (c) The entitlement to use sick leave in accordance with this subclause is subject to:

(i) the employee being responsible for the care of the person concerned; and

(ii) the person concerned being:

(a) a spouse of the employee; or

(b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

(c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

(d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

1 "relative" means a person related by blood, marriage or affinity;

2 "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

3 "household" means a family group living in the same domestic dwelling.

7.4.1 (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that persons relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

7.4.2 Unpaid Leave for Family Purpose — An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph © of 7.4.1 who is ill.

7.4.3 Use of Annual Leave —

7.4.3 (a) An employee may elect with the consent of the employer, subject to clause 7.1 — Annual Leave, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the

parties.

7.4.3 (b) Access to annual leave, as prescribed in paragraph (a) of this subclause above, shall be exclusive of any shutdown period provided for elsewhere under this award.

7.4.3 (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

7.4.4 Use of Time Off in Lieu of Payment for Overtime —

7.4.4 (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

7.4.4 (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

7.4.4 (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

7.4.4 (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

7.4.5 Use of Make-up Time —

7.4.5 (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

7.4.5 (b) An employee on shift work may elect, with the consent of the employer, to work "makeup time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

7.4.6 Use of Rostered Days Off —

7.4.6 (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.

7.4.6 (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

7.4.6 (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

7.4.6 (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

7.4.7 Bereavement Leave —

7.4.7 (a) An employee, other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed for in 7.4.1(c), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

7.4.7 (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave. If required by the employer, the employee will provide to the satisfaction of the employer, proof of death.

7.4.7 (c) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

7.4.7 (d) Bereavement leave may be taken in conjunction with other leave available under 7.4.1, 7.4.2, 7.4.3, 7.4.4, 7.4.5 and 7.4.6. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

(7.5) Jury Service

7.5.1 A full time employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

7.5.2 Where a part time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment shall be made to the employee in accordance with Clause 7.5.1.

7.5.3 An employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

(7.6) Parental Leave

See Industrial Relations Act 1996 (NSW).

(7.7) Public Holidays

7.7.1 Prescribed Holidays —

7.7.1 (a) A full-time employee under this award is entitled to the following public holidays, without loss of pay:

New Year's Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Queen's Birthday
Labour Day or Eight Hours' Day
Christmas Day
Boxing Day

Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.

7.7.1 (b) In addition to the public holidays prescribed in 7.7.1(a), full-time employees are entitled to the Tuesday immediately following Easter Monday as an additional public holiday without loss of pay but if that Tuesday is a gazetted or Proclaimed Public Holiday then on another day mutually agreed between the employer and the employee. The additional holiday is not cumulative and must be taken within each calendar year.

7.7.1 (c) Part-time Employees — Refer to 4.2.4(e) to determine the public holiday entitlements of part-time employees.

7.7.1 (d) Substitution of Public Holidays by Agreement at the Enterprise —

(i) By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.

(ii) An employer and individual employee may agree to the employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday in the enterprise or relevant section of the enterprise.

7.7.1 (e) In addition to the days described in 7.7.1(a) and (b), any special days appointed by gazettal as a public holiday throughout the State shall be deemed to be a public holiday for the purposes of this Award.

7.7.2 Payment for Time Worked on a Public Holiday —

7.7.2 (a) Payment for Time Worked by Continuous Shift Workers on a Public Holiday —

(i) Refer to 6.2.4(a) to determine the pay entitlements of continuous shift workers working on rostered shifts which fall on a public holiday.

(ii) Continuous shift workers required to work overtime on a public holiday shall be paid at double time. Refer to 6.4.10 and 6.4.11 to determine the rest break and meal allowance entitlements of continuous shift workers who work overtime on a public holiday.

(iii) Continuous shift workers required to work on a public holiday shall be paid for a minimum of three hours work.

7.7.2 (b) Payment for Time Worked by Non-continuous Shift Workers on a Public Holiday —

(i) Refer to 6.2.4(b) to determine the pay entitlements of non-continuous shiftworkers working on rostered shifts which fall on a public holiday.

(ii) Non-continuous shift workers required to work overtime on a public holiday shall be paid at double time and one half. The double time and a half is to be paid until the employee is relieved from duty. Refer to 6.4.10 and 6.4.11 to determine the rest break and meal allowance entitlements of non-continuous shift workers who work overtime on a public holiday.

(iii) Non-continuous shift workers required to work on a public holiday shall be paid for a minimum of three hours work.

7.7.2 (c) Payment for Time Worked by Day Workers on a Public Holiday —

(i) Day workers required to work on a public holiday shall be paid for a minimum of three hours work at double time and one-half. The double time and a half is to be paid until the employee is relieved from duty.

7.7.3 Effect on Payment for Holidays if Absent on Working Day Before or After — Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, he or she will not be entitled to payment for the holiday.

7.7.4 Rostered Day Off Falling on Public Holiday —

7.7.4 (a) Except as provided for in 7.7.4(b), where a full-time employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday, the employee is entitled to, at the discretion of the employer, either:

- 7 hours and 36 minutes pay at ordinary rates; or
- 7 hours 36 minutes added to his or her annual leave; or
- a substitute day off on an alternative week day.

This shall not apply where the rostered day off falls on a Saturday or a Sunday.

7.7.4 (b) (i) Where an employee has credited time accumulated (see 5.11.6), then such credited time should not be

taken as a day off on a public holiday.

(ii) If an employee is rostered to take credited time as a day off on a week day and such week day is prescribed as a public holiday after the employee was given notice of the day off, then the employer shall allow the employee to take the time off on an alternative week day.

(iii) Paragraphs (i) and (ii) above shall not apply in relation to days off which are specified in an employee's regular roster or pattern of ordinary hours. Paragraph 7.7.4(a) shall apply in such circumstances.

7.7.5 Public Holidays Falling During a Period of Annual Leave — Refer to 7.1.6.

SIGNATURES

The parties have signed hereto on the 12th day of December 2005

For and on behalf of **Cochlear Limited**)
by authority of the Board by).....
Chris Roberts

Witness
Marcella Lazarus

By the representatives of employees employed)
at the site of Cochlear Limited and whose)
employment is covered by this Agreement) Lily Feng
)
)
)
) Celal Gonen Gozuk
)
)
)
) Catherine Jennings
)
)
)
) Conchita Lozano
)
)
)
) Florinda Miguel
)
)
)
) Tensie Oyston

Witness
Tim McCarthy

By the Australian Manufacturing Workers Union)
AFMEPKIU (the Union))
)
Robyn Fortescue
Secretary
Technical Administration & Supervisory Division,
AFMEPKIU

Witness
Sue Carswell

SCHEDULE 'A'

WAGE SCHEDULE

Minimum Wage Rates

Production Grade	On and from the beginning of the first full pay period to commence on or after 1 July 2005	On and from the beginning of the first full pay period to commence on or after 1 July 2006
1	\$37,244	\$38,734
2	\$39,264	\$40,835
3	\$41,316	\$42,969
4	\$43,480	\$45,219
5	\$46,617	\$48,482

Note

The rates of pay set out above include the arbitrated Safety Net Adjustments payable under the May 2005 Safety Net Review - Wages Decisions of the National Wage Bench or any other such increases during the period of the Agreement. Such arbitrated Safety Net Adjustments have been offset against the equivalent amount in rates of pay received by employees whose wage and conditions of employment are, and will be, regulated by the Agreement, which are above the wage rates prescribed in the relevant Award. To this extent, any National Wage Case Decision or replacement of such Decisions handed down during the currency of this Agreement shall likewise be offset against the increases provided under this Agreement.

BONUS ENTITLEMENT SCHEDULE

The bonus is to be paid to reward the expected improvements in production resulting from working in teams, following standardised work and participating in workplace organisation activities during the period of this Agreement.

\$375 paid to each person employed under this Agreement on the date it is made and with qualifying service to 30 September, 31 December, 31 March and 30 June up to \$1,500 for the year, paid quarterly in October, January, April and July respectively. The first bonus payment will be in January 2006 for the July and October quarters 2005.

Payment is made to those still employed by Cochlear on the last day of the quarterly periods.

New employees become eligible for the bonus payment after 3 months employment. If this occurs part way through a quarter a pro rata payment will be made.

CAREER DEVELOPMENT MATRIX

Production		Production			
Core Stream	Grade 1	Grade 2	Grade 3	Grade 4*	Grade 5**
Problem Solving Innovation	& Solves problems of a straightforward nature requiring little or no product knowledge. Quick and accurate diagnosis. Highlights and escalates more difficult problems.	Solves problems requiring relevant equipment and product knowledge. Quick and accurate fault diagnosis. Highlights and escalates difficult problems.	Resolves more complex production and communication problems requiring advanced product knowledge. Identifies recurring problems. Quick and accurate fault diagnosis.		Uses technical knowledge to diagnose and resolve very complex problems using advanced fault finding and instrumentation procedures, and external sources. Highlights complex problems and suggests solutions.
Personal Impact	Takes inquiries over the phone and/or obtains basic facts. Understands basic instructions. Contacts members in other sections of the plant. courteous to others.	Interacts with people via the use of straightforward facts. Deals with routine enquiries from other sections within the plant. Minimises conflict at work.	Interacts with people via the use of straightforward facts. Deals with non-routine enquiries from other sections within the plant. Able to resolve conflict with assistance.		Contacts other departments within Cochlear and outside organisations on non-routine matters. Able to resolve conflicts without assistance.
Leadership	Work is closely supervised. specific, detailed instructions. Liaises with team members. Shares gained knowledge.	Work is supervised. Liaises with team members. Shares gained knowledge. experienced staff.	Works under general supervision. Shares gained knowledge. Guides less experienced staff. Liaises with team members and leaders outside of immediate team ensuring resolution of more difficult testing, inspection and faults. Able to work on CIT's. Accepts change for team improvements.		Is a highly experienced team member and works at a very complex level. Liaises with team members and leaders outside of immediate team ensuring resolution of faults and debugs. Able to work on CIT's. Accepts change for team improvements.
Values & Standards OH&S	& Understands, accepts and assists with the promotion of Cochlear Values. Understands relevant OH & S legislation, Cochlear policies and relevant government legislation regulations and standards including quality standards.	Understands, accepts and Core promotes Cochlear Core Values. Maintains a working knowledge of all relevant OH & S legislation, Cochlear policies and other relevant standards. Suggests relevant standards including quality standards. Keeps up-to-date with relevant changes in requirements. Maintains a working knowledge of all relevant government and industry regulations and standards.	Adheres to the Core Values of Mutual Respect, Professionalism, Continuous Improvement and Performance. Adheres to all O H & S and relevant standards. Suggests changes to O H & S and aseptic procedures.		Adheres to the Core Values of Mutual Respect, Professionalism, Continuous Improvement and Performance. Adheres to all O H & S and relevant aseptic standards. Interprets standards.
Business Knowledge	Knowledge of roles of sections dealt with during course of work.	General knowledge of functions of the plant and a detailed knowledge of relevant production roles.	General knowledge of functions of departments and sections of the business, and of outside organisations dealt with.		Knowledge of related work in other departments, sections, and outside organisations. Understands how the plant relates to other areas. Familiar with other key areas of the organisation.

<p>Quality/GMP/ESD Cleanroom Standards</p>	<p>& Adheres to GMP, ESD needs, Adheres to detailed and precise cleanroom procedures, and quality assurance procedures. Tests and inspects own work to ensure standards are met.</p>	<p>Adheres to detailed and precise GMP, ESD needs, cleanroom procedures, and quality assurance procedures. Tests and inspects own work to ensure standards are met. Raises MRN's. Tests and inspects own work to ensure standards are met. Able to perform non-critical product inspections for co-workers</p>	<p>Performs testing and inspection of own work and guides less experienced staff. Interprets GMP, ESD, cleanroom procedures and quality assurance standards. Identifies issues and suggests changes. Assists with implementing revised and/or new GMPs, ESDs, cleanroom procedures and other quality standards. Assists in implementing concessions. Resolves routine issues requiring an understanding of relevant theory and techniques. Able to explain to others <i>why</i> standards and procedures exist. Participates in GMP and other audits.</p> <p>Product knowledge and experience is equivalent to skilled trade level.</p>
<p>Education Development</p>	<p>and/or Some high school. Initial training.</p>	<p>Year 10/TAFE or equivalent experience. Training for grade 3 work with minimal 3 months employment.</p>	<p>Product knowledge and experience is equivalent to skilled trade level.</p>

Functional Stream

<p>Production</p>	<p>Performs, in a controlled environment, Under limited supervision performs, Performs, in a controlled To provide Performs, in a controlled <i>low precision</i>, assembly using basic in a controlled environment, environment, <i>high precision</i> assembly assistance to the environment, <i>very high precision</i> hand tools and equipment eg, bench <i>medium precision</i> assembly using using tools such as spark welders Team Leader as assembly where very high presses and spot welders. Operates hand tools eg, soldering stations, where the accuracy is of paramount required, and at all accuracy and critical checking of machinery and equipment involving U/S welders. Operates main and importance. Operates and sets up all other times to output is required. Typically a judgement of alternaitves for ancillary machinery and equipment. specified machinery and equipment perform the duties variety of <i>very high precision</i> efficiency. Undergoes training in Set up and operates machinery without supervision. Makes <i>complex</i> and deliver on the instruments, equipment and machinery and equipment setup, and equipment as part of a series adjustments to machinery and competencies as machinery is used involving <i>very</i> Operates specific machinery and of tasks where a number of equipment to improve performance. described in the <i>high precision</i> set up operations. equipment to produce output to the <i>technical decisions</i> and <i>fine</i> Typical assembly operations include Grade 3 role (As at May 2003 there is no required quality standard. Makes <i>judgements</i> must be made. assembly of straight electrode units, basic adjustments to improve Consistently maintains machinery final assemblies, PCI, BI transfer, machinery and equipment and equipment efficiencies in terms Electrode sorting, hard ball performance. Operates ancillary of output and quality. Typical electrodes, Hybrids, clean contour machinery and equipment, initially assembly operations include electrode, Esprit 3G final assembly, under supervision. Typical assembly SPRint, ECE, implant coils, PPS, Contour Electrode welding and operations includes assembly of Top Shell, Battery case, Audio moulding, Stimulators. Operates fully Braze rings, magnets, headsets, PET Cover, Spectra, Front Panel, automatic machinery <i>requiring careful</i> ties, Insulators, transfer silicon Promontory Stimulator, <i>set-up and checking of output</i> eg, mouldings, modified tubes. Operates Transformer, SMT rework. Sterilisation, , M shelter shell welding fully automatic machinery requiring Operates fully automatic machinery (Lasag), R stimulator laser welds <i>straightforward set-up</i> eg, engraving <i>requiring careful checking of output</i> shells, engraving ceramic. Packs non-eg, Ring cutting, Pick & Place,</p>
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serialised items including Kanban Injection moulding, Parylene packing, surgical kits, demo implants coating. Packs serialised items eg, and practice implants. Prepares implants, speech processors, production materials involving mixing programming systems. Laser and/or filtering of materials eg, mixing welding of magnets, brazing, silicon. Cleans components eg, sintered ceramic, surgical stylets, cleaning PCB's, titanium parts, practice electrodes, contour helix operating 5 hour wash, 10 minute forming, hermitisation, R cover wash, stainless steel stylets.

shell laser welding (HAAS), M stim laser welding, R top shell welding, silicone injection moulding machines, operating Xray machine

Testing

Performs straightforward Basic Performs Pass/Fail testing Performs Pass/Fail tests requiring Pass/Fail tests requiring no further requiring relevant equipment or complex set-ups and advanced interpretation of results eg, Magnet product knowledge to interpret product knowledge eg, Final implant, strength, Insulation, continuity, hybrid, results eg, helium leak, open & Promontory Stimulator, PCI. Uses digital, open/shorts in electrodes, closed speech processor, audio complex electronic equipment, hybrid tune check.

cover, headset power supply, VDD documentation and product to case stimulator to electrode, knowledge to fault find on failed hybrid. Tunes product for the product eg, debugging failed speech desired output eg, hybrid tune, IC processors and programming kit.

systems. Performs debugging using help files. Debugs SPRint and ESPRit.

Performs very complex fault diagnosis and debugs requiring the application of technical knowledge of relevant sub-systems eg, PCI-IF5. Interprets very complex documentation. Applies technical knowledge across multiple sub-systems.