

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA 97/78

I.R.C. NO: 97/1554

DATE APPROVED/COMMENCEMENT: 2 April 1997
beginning of first full pay period on or after 2 April 1997.

TERM: 3 years

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

TITLE: Palmer Aluminium Enterprise Agreement 1997

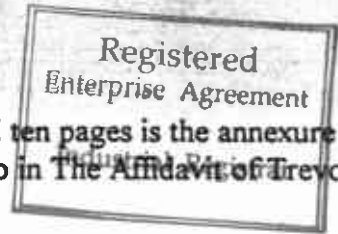
COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Carpenters and Joiners.

PARTIES: Palmer Aluminium Pty Ltd -&- Dean Smith, Glen Palmer, Norman Hobbs,
Stephen Borg, Martin Naylor.



'A'



This and the attached ten pages is the annexure marked 'A' referred to in The Affidavit of Trevor Warren Palmer

dated 20 March 1997

A handwritten signature in black ink, appearing to read "P. Humphreys".

Pamela Humphreys
SOLICITOR



ENTERPRISE AGREEMENT

Between

Palmer Aluminium Pty Ltd

&

the Employees

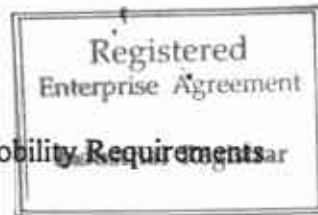
March 1997

1. Title

This Agreement shall be known as the Palmer Aluminium Enterprise Agreement 1997.

2. Arrangement

<u>Clause</u>	<u>Content</u>
1.	Title
2.	Arrangement
3.	Objectives of the Agreement
4.	Commitment
5.	Parties, Scope, Duration
6.	No Extra Claims
7.	Consultation & Dispute Resolution
8.	Health & Safety
9.	Classifications & Rates of Pay
10.	Superannuation
11.	Contract of Employment
12.	Disciplinary Procedures
13.	Compensation for Travel Patterns & Mobility Requirements
14.	Hours of Work
15.	Rostered Days Off
16.	Quality Assurance
17.	Payment by Electronic Transfer
18.	Specialist Subcontractors
19.	Union Membership
20.	Posting of Agreement

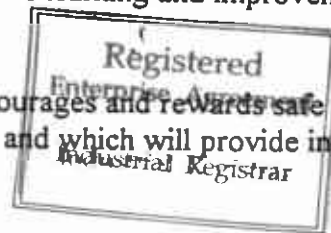


3. OBJECTIVES OF THE AGREEMENT

This Agreement has been developed by representatives of Palmer Aluminium Pty Ltd ACN 003 881 883 (the Company), and its employees,

The objectives of this Agreement are to:

- * To contribute to long term improvement in the company's performance in regard to profitability, market share, and competitiveness, and so support the labour cost increases which are included herein;
- * To provide the means by which management and its employees can introduce significant flexibility at the workplace and promote management practices geared towards matching international best practice standards, through implementation of the efficiency measures contained herein and the promotion of a culture of continuous learning and improvement; and
- * To provide an improved employment environment that encourages and rewards safe working practices, high quality of work, self-improvement, and which will provide increased job-satisfaction and security of employment.



4. COMMITMENT

The parties to this Agreement commit themselves to ensuring that the objectives of the Agreement are achieved in the following ways:

- * through the establishment of a Consultative Committee and a free flow of information, the development of an environment where there will be better understanding between the Company, and its employees;
- * actual implementation of the efficiency measures in this Agreement to achieve real gains in productivity, but not at the expense of health and safety standards;
- * establishment of quality procedures;
- * establishment of a structured learning programme appropriate to the needs of the employees and the Company;
- * introduction of greater scope for employee participation through improved organisation; and
- * ensuring that the Disputes Settlement Procedures provided in the Agreement are strictly adhered to.

5. PARTIES, SCOPE , DURATION

5.1 PARTIES BOUND: This Agreement shall be binding on Palmer Aluminium Pty Ltd on the one hand, and the Company's employees on the other.

5.2 SCOPE: This Agreement shall apply to all employees of the Company covered under the Joiners (State) Award, Joiners Redundancy (State) Award and any related or "splinter" Awards (collectively, the Award).

5.3 RELATIONSHIP TO PARENT AWARD: Where there is any inconsistency between this Agreement and the Award this Agreement shall prevail to the extent of the inconsistency.

5.4 PERIOD OF OPERATION: This Agreement shall come into effect from the beginning of the first full pay period commencing on or after approval of the Agreement by the New South Wales Industrial Relations Commission, and shall continue in force for three years unless terminated ~~beforehand in accordance with~~ s44 of the Industrial Relations Act 1996 (NSW).

5.5 EXISTING RATES OF PAY: No employee's ordinary rate of pay shall be reduced as a result of this Agreement.

Registered
Enterprise Agreement
Industrial Registrar

5.6 AGREEMENT VOLUNTARY: This Agreement was not entered into under duress by any party to it.

5.7 NO PRECEDENT: This Agreement shall not be used in any manner whatsoever to obtain similar arrangements, conditions, or benefits in any other enterprise.

5.8 ANTI-DISCRIMINATION: This Agreement does not breach any relevant statutory requirements, including the requirements of Chapter 2, Part 2 (Enterprise Agreements) of the Industrial Relations Act 1996, and the Anti-Discrimination Act 1977.

6 NO EXTRA CLAIMS:

The parties agree not to pursue any extra claims against each other for the life of this Agreement.

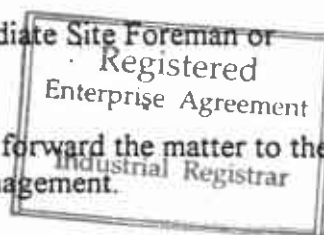
7 CONSULTATION & DISPUTE RESOLUTION

Consultation and participation are vital elements in seeking improved industrial relations. In an endeavour to keep the workforce informed a consultative committee shall be established where-by the workforce will be able to have input into decision making. The Committee shall comprise representatives of management and employees with its main task of monitoring operations of this Agreement. The Committee shall meet each six months or more frequently if required. The decisions and recommendations of the Committee will be communicated to all employees.

- 7.1 DISPUTE SETTLEMENT PROCEDURE:** The parties to this agreement are committed to minimising the incidence of lost-time or production arising out of disputes or grievances, and to resolving any disputes by consultation and co-operation. Further, the Parties commit themselves to:
- * resolving any disputes with any unions and the Company without recourse to industrial action; and
 - * acceptance of determinations of the Workcover Authority or persons accredited by it in health & safety issues.

It is agreed that the following procedures will be adhered to at all times:

- (i) Disputes on any work related or industrial matter shall be dealt with as close to the source as possible.
- (ii) The dispute shall be referred to the employee's immediate Site Foreman or Supervisor.
- (iii) If the matter remains unresolved the employee(s) will forward the matter to the Site Delegate who will submit the issue to Senior Management.
- (iv) If the matter remains unresolved the Site Delegate will refer the matter to the relevant Union Organiser who will submit the issue to Senior Management.
- (v) If the matter remains unresolved it will be placed in the hands of the General Manager and the Union Secretary.
- (vi) If not resolved at this stage the matter will be submitted to the New South Wales Industrial Relations Commission for determination.
- (viii) The above procedures will apply in the event of a safety issue. In such an event, normal work shall continue in areas other than the area subject of the dispute, and employees in that area shall be relocated to other areas/sites, or undertake training, forward planning, or other appropriate activities, until the matter is resolved. No employee shall be permitted to work in an unsafe area other than for safety rectification purposes.

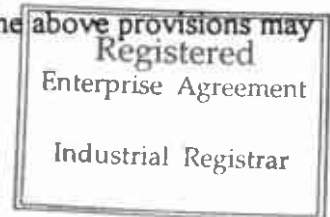


8 HEALTH & SAFETY

The parties to this Agreement are committed to the safe operation of machinery and equipment, to the observance of safe working practices, the proper use of all personal safety equipment and to the safety and good health of all employees and other persons who may enter the workplace. To facilitate this it is provided that:

- (i) it is the company's obligation as far as is reasonably practicable to provide a safe and healthy workplace;
- (ii) it is each employee's obligation to take reasonable care for the health and safety of other persons in the workplace who may be affected by his/her act or omissions and to co-operate with the company in ensuring that the workplace is healthy and safe;

- (iii) any worker becoming aware of a situation which is actually or potentially unsafe will immediately report the situation to his/her supervisor or appropriate management representative;
- (iv) all issued safety equipment, clothing and footwear must be used and worn in the manner intended;
- (v) it is strictly against the rules of the workplace to misuse, interfere with, or make inoperative, any safety equipment, guards, or fire protection equipment;
- (vi) horseplay at the workplace is dangerous and can lead to the injury of those involved or bystanders, and is therefore prohibited;
- (vii) any damage to safety plant or equipment must be reported to the appropriate supervisor or management representative as soon as possible; and
- (viii) any breach of workplace safety rules and policies or of the above provisions may lead to disciplinary action or dismissal.



BENEFITS

9 CLASSIFICATION & RATES OF PAY

9.1 CLASSIFICATION & RATES OF PAY:

The classifications and Rates of pay set out at Appendix A shall apply from the date of registration of this Agreement. Existing employees shall be transferred to those classifications in accordance with the table at Appendix A.

An overaward payment of \$4.22 per day shall be paid in addition to the above rates. This payment will not be taken into account in calculating payment for penalty rates or other hourly payments.

The above rates do not include the daily fares and travel allowance which shall be paid as per the Award (cl. 15)

9.2 WAGE INCREASES THROUGH LIFE OF AGREEMENT:

The above rates of pay shall be increased on and from the same date of effect and by the same percentage of any Award increases granted during the life of this Agreement.

9.3 SITE ALLOWANCES: Where under its contractual obligations for particular projects/sites, the company is obliged to pay productivity or site allowances (including those awarded by the relevant industrial tribunals) and those allowances are at variance with those provided under subclause 9.1, the higher shall prevail, subject to the following:

- (a) such higher allowance shall only be paid to its employees where the company is contractually entitled to recover the full cost of such allowances; and
- (b) where any agreement under which such allowances arise provides for productivity measures not included in this Agreement the company may, at its discretion, adopt some or all of those additional measures for the duration of that project.

10 SUPERANNUATION

The Company shall make superannuation contributions at the prescribed statutory rate on behalf of each eligible employee into a complying fund pursuant to the Superannuation Guarantee Charge Act.

11 CONTRACT OF EMPLOYMENT

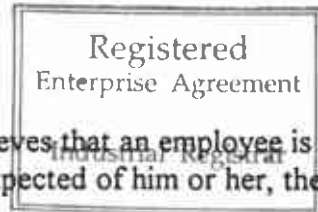
11.1 ENGAGEMENT OF EMPLOYEES:

All new employees (other than casuals) shall initially be engaged on probation for a period of two months. If during this time either party is not satisfied with the employment relationship, employment may be terminated by either the employee or the Company. Such termination shall not amount to being harsh, unjust or unreasonable.

11.2 TERMINATION OF EMPLOYMENT: Employment may be terminated as per the Award (cl.6). Nothing in this clause shall affect the right of the company to dismiss an employee without notice for misconduct or refusal of duty.

12 DISCIPLINARY PROCEDURES

12.1 DISCIPLINARY PROCEDURES: Where the company believes that an employee is not meeting the standards of performance or conduct reasonably expected of him or her, the following procedures shall apply:



- (a) In the first instance the employee shall be counselled as to where his or her performance /conduct is deficient; and (where appropriate) the steps to be taken to remedy the deficiency shall be identified, and a review period shall be set. In more serious cases a written warning may be issued at this stage.
- (b) Should the matter not be resolved, the employee shall be counselled again, and the company may issue a written warning advising the employee that his/her employment is in jeopardy if the deficiency is not rectified. In more serious cases this may be a final warning. A further review period may be set if appropriate.
- (c) Should the matter still not be resolved, the employee shall be counselled again, and a further written warning given, which shall be a final warning unless in the opinion of the company this is not warranted.

12.2 GUIDELINES FOR COUNSELLING SESSIONS: The following shall apply to all counselling sessions:

- (a) the employee shall be given the opportunity to respond to the alleged instances of deficient performance/conduct, and management shall consider the employee's response in making its decision as to the action to be taken;
- (b) the employee may request that a person of his/her choice be present during the counselling session as an observer, and shall be given reasonable time to

arrange for that person to be present if (s) he is not already in the workplace;

The company reserves the right to dismiss an employee without notice in cases of serious misconduct or refusal of duty.

13 COMPENSATION FOR TRAVEL PATTERNS & MOBILITY REQUIREMENTS

The relevant Award provisions shall apply with the addition that:

Employees required to work in the County of Cumberland shall be paid in respect of travel from the Company's factory at Erina at ordinary rates to the next quarter of an hour with a minimum of one half hour per day for each return journey.

PRODUCTIVITY MEASURES

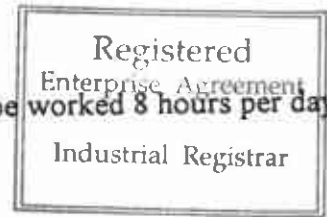
14 HOURS OF WORK
14.1 ORDINARY HOURS

The ordinary working hours shall be 38 hours per week which may be worked 8 hours per day on any day Monday to Friday inclusive between the hours of-

4.00am to 5.00pm during Daylight Saving;
5.30am to 6.00pm throughout the rest of the year;

with 0.4 hours of each day worked accruing as an entitlement to take one day each 4 weeks as a Rostered Day Off (RDO) paid for as though worked.

14.2 WORK OUTSIDE ORDINARY HOURS: Any hours worked outside the span of hours set in 14.1 above, or in excess of 40 hours per week shall be regarded as Overtime and dealt with in accordance with the relevant clauses of the Award.



15 ROSTERED DAYS OFF

The company and the employees may agree to vary the date of the monthly industry rostered day off (RDO) in order to meet job requirements. In such cases employees entitled to an accrued RDO shall:

- (i) take such RDO within 19 days before or after the industry nominated date; or
- (ii) "bank" up to a maximum of 5 RDOs, provided that all banked RDOs are taken within 12 months of the time of their original accrual, as requested by the employee, and at least 1 week's notice is given of the intention to bank the RDO.

16 QUALITY ASSURANCE

It is agreed by the parties that the establishment and maintenance of a quality assurance programme and the maintenance of consistently high standards of workmanship are essential to the Company's continued profitability. It is agreed that, should an employee fail to produce the required standard of workmanship, and thus to ensuring employment for all employees. In order to achieve this it is agreed:

- (a) all employees shall co-operate fully in the development and implementation of the company's quality assurance programme; and
- (b) any employee who fails to produce the required standard of workmanship may be liable to disciplinary action, including termination of employment, provided that in such instances the company shall give each employee a reasonable opportunity to improve his/her performance, and will, where appropriate, provide any necessary training if the employee's poor performance does not relate to the usual skills which would reasonably be expected of a person with that employee's experience and/or qualifications.



17 PAYMENT BY ELECTRONIC FUNDS TRANSFER

Wages will be paid through electronic funds transfer for all employees. The pay week will commence on a Wednesday and finish on the succeeding Tuesday, Thursday remaining the payday.

18 SPECIALIST SUBCONTRACTORS

The industry is moving towards broader subcontracts and the company will accommodate this with its employees where consistent with the restructuring approach.

However it is recognised and agreed that in particular circumstances it may be appropriate to engage subcontractors to undertake certain specialist work. Preference will be given to specialist subcontractors with a registered enterprise agreement.

19 UNION MEMBERSHIP

The Company recognises that whether or not to join a union is a choice to be made by the individual employee. No employee will be either advantaged or disadvantaged in his/her employment because of his/her choice to join or not to join a union.

20 **POSTING OF AGREEMENT**

A copy of this Agreement shall be posted and kept posted by the company in a prominent place on the company's premises accessible to the employees.

This Agreement is made on this 7th day of MARCH 1997

COMPANY

Executed for and on behalf of Palmer Aluminium Pty Ltd:

The Common Seal of Palmer Aluminium Pty Ltd was hereunto affixed pursuant to its Article of Association in the presence of



Registered.....	<u>J. Palmer</u>
Enterprise Agreement	Director
Industrial Registrar	<u>T. PALMER</u>
(Name in block letters)	

Signed by the Employees:

Signed: *Norman Hobbs*

NORMAN GEORGE HOBBS
(Name in block letters)

Classification: LEVEL 1 JOINER

Signed: *M. Naylor*

MARTIN NAYLOR
(Name in block letters)

Classification: Carpenter Joiner

Signed: *D. Smith*

DEAN ALAN SMITH
(Name in block letters)

Classification: Shop Fitter & Detail Joiner

Signed: *S. Borg*

STEPHEN PAUL BORG
(Name in block letters)

Classification: Level 1 Joiner

Signed: *Glen Warren Palmer*

GLEN WARREN PALMER
(Name in block letters)

Classification: LEVEL 1 JOINER

Signed:

.....
(Name in block letters)

Classification:

Signed:

.....
(Name in block letters)

Signed:

.....
(Name in block letters)

APPENDIX A- CLASSIFICATION STRUCTURE & RATES OF PAY

<u>Level</u>	<u>Weekly Rate</u> S
Level 1	522.17

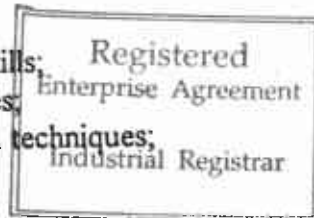
The above rates of pay represent the Award rate plus 5%

Level 1

Employees at this Level perform work to the extent of their skills competence and training within part of a self-directed Work Area Team.

An Employee at this Level:

- * Exercises measuring and calculation skills;
- * works from instructions and procedures;
- * understands and applies quality control techniques;
- * performs work of a trades nature.



Level 1 classification incorporates the following broadbanded Award Classification:

- * Carpenter and Joiner.