



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Metal Manufactures Limited T/A MM Kembla**  
(AG2024/784)

## **MM KEMBLA UNION ENTERPRISE AGREEMENT - 2023-2026**

Manufacturing and associated industries

DEPUTY PRESIDENT DEAN

CANBERRA, 3 APRIL 2024

*Application for approval of the MM Kembla Union Enterprise Agreement 2023-2026.*

[1] An application has been made for approval of an enterprise agreement known as the *MM Kembla Union Enterprise Agreement 2023-2026* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Metal Manufactures Limited T/A MM Kembla. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The consultation term in the Agreement does not meet the requirements of s.205(1A) of the Act. Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[4] I note that the Notice of Employee Representational Rights (NERR) was given to employees more than 14 days after the notification time for the Agreement. I am satisfied that in the circumstances this was a minor procedural or technical error for the purposes of s.188(2)(a) of the Act. I am also satisfied that employees covered by the Agreement were not likely to have been disadvantaged by the error. The Agreement has been genuinely agreed within the meaning of s.188(2) of the Act.

[5] I further note that clause 35.2(c) of the Agreement concerning redundancy payment are likely to be inconsistent with the National Employment Standards (NES). However, noting clause 14 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Australian Workers' Union, "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (AMWU) and Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, being bargaining representatives for the Agreement,

have given notice under s.183 of the Act that it wants the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 April 2024. The nominal expiry date of the Agreement is 14 October 2026.



DEPUTY PRESIDENT

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Note - the model consultation term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.



# **MM Kembla**

**UNION Enterprise**

# **AGREEMENT**

# **2023-2026**

# 1 INDEX

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## **2 TITLE**

This agreement shall be known as the MM Kembla Union Enterprise Agreement – 2023-2026 (referred to as “this Agreement” through the remainder of this agreement).

## **3 APPLICATION**

This agreement shall apply at Metal Manufactures 30 Gloucester Boulevard Port Kembla to all employees who but for the terms of this Agreement would be eligible to be bound by the terms of the Manufacturing and Associated Industries and Occupations Award 2020.

**The parties to this agreement are:**

- the employees;
- the Company;
- the Automotive, Food, Metals Engineering, Printing and Kindred Industries Union;
- the Australian Workers’ Union
- the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU).

The Unions listed above will only be covered by this agreement in the event that they file a notice under section 183 of the *Fair Work Act 2009* (Cth) (the Act) at the time this agreement is filed in the Fair Work Commission (FWC) for approval.

## **4 DATE AND PERIOD OF OPERATION**

This Agreement will take effect from 7 days after the date of approval by the Fair Work Commission and will remain in force until 14<sup>th</sup> October 2026. The parties further agree to commence negotiations three months prior to expiration of this agreement.

## **5 ANTI-DISCRIMINATION**

It is the intention of the parties to this agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, relationship status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.

## **6 RELATIONSHIP TO OTHER AGREEMENTS AND AWARDS**

The terms of the Manufacturing and Associated Industries and Occupations Award 2020, or successor award(s), as varied from time to time, are incorporated into this Agreement, except where this Agreement provides for a more favourable outcome, in which case the Agreement provision shall supplement the Award entitlement.

This agreement supersedes the MM Kembla Union Enterprise Agreement 2020-2023 and any other registered industrial agreement between the Company, the employees and any one of the unions listed in Clause 3.

## **7. FLEXIBILITY TERM**

- 7.1 The Company and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement that varies the effect of terms of the agreement if:

- (a) the arrangement is to vary the following matter:
    - (i) Carer's Leave: The Company and the Employee may agree that the maximum period of unpaid carer's leave be increased; and
  - (b) the arrangement meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the Company and employee.
- 7.2 The Company must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Act*; and
  - (b) are not unlawful terms under section 194 of the *Act*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 7.3 The Company must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the Company and employee; and
  - (c) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 7.4 The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 The Company or an employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the Company and employee agree in writing — at any time.
- 7.6 If at any stage of this process the employee requests that the union be involved, the Company must notify the union of the details of the proposed agreement prior to making the agreement.

## **8 OBJECTIVES AND MEASURES TO INCREASE THE PRODUCTIVE PERFORMANCE OF THE ENTERPRISE**

- 8.1 The Company may direct an employee to carry out such duties as are within the limits of the employees' skill, competence and training consistent with their classification structure provided that such duties are not designed to promote deskilling
- 8.2 The Company 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 trained in the use of such tools and/or equipment.
- 8.3 Any direction issued by the Company pursuant to sub clauses 8.1 and 8.2 above shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.



## 9 WAGES

Wages will be increased as follows and be rounded to the nearest cent.

Date of Payment		14/10/2023	
Payment	Base \$/38hrs	Increase %	New Rate \$/38hrs
Production Operator - Entry Level	\$1,107.89	4.50	\$1,157.75
Production Operator - Level 1	\$1,161.10	4.50	\$1,213.35
Production Operator - Level 2	\$1,227.75	4.50	\$1,283.00
Production Operator - Level 3	\$1,320.93	4.50	\$1,380.37
Production Operator - Level 4	\$1,414.17	4.50	\$1,477.81
Production Operator - Level 5	\$1,507.37	4.50	\$1,575.20
MM Trades Person Base Level	\$1,320.93	4.50	\$1,380.37
MM Trades Person Level One - 105% of Base	\$1,386.99	105% of base	\$1,449.40
MM Trades Person Level Two - 110% of Base	\$1,453.03	110% of base	\$1,518.42
MM Trades Person Level Three - 115% of Base	\$1,519.08	115% of base	\$1,587.44
MM Trades Person Level Four - 120% of Base	\$1,585.13	120% of base	\$1,656.46
MM Trades Person Level Five - 125% of Base	\$1,651.17	125% of base	\$1,725.47

Date of Payment	14/10/2024		14/10/2025	
Payment	Increase %	*New Rate \$/38hrs	Increase %	*New Rate \$/38hrs
Production Operator - Entry Level	4.50	\$ 1,209.85	4.50	\$1,264.29
Production Operator - Level 1	4.50	\$ 1,267.95	4.50	\$1,325.01
Production Operator - Level 2	4.50	\$ 1,340.74	4.50	\$1,401.07
Production Operator - Level 3	4.50	\$ 1,442.49	4.50	\$1,507.40
Production Operator - Level 4	4.50	\$ 1,544.31	4.50	\$1,613.80
Production Operator - Level 5	4.50	\$ 1,646.08	4.50	\$1,720.15
MM Trades Person Base Level	4.50	\$ 1,442.49	4.50	\$1,507.40
MM Trades Person Level One - 105% of Base	105% of base	\$ 1,514.62	105% of base	\$1,582.78
MM Trades Person Level Two - 110% of Base	110% of base	\$ 1,586.75	110% of base	\$1,658.15
MM Trades Person Level Three - 115% of Base	115% of base	\$ 1,658.87	115% of base	\$1,733.52
MM Trades Person Level Four - 120% of Base	120% of base	\$ 1,731.00	120% of base	\$1,808.90
MM Trades Person Level Five - 125% of Base	125% of base	\$ 1,803.12	125% of base	\$1,884.26

There shall be no further wage, special rates or allowance increases for the life of this agreement and all money amounts will be to the nearest cent.

## 10 CONSULTATION

10.1 This term applies if:

- the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- the change is likely to have a significant effect on employees

10.2 The Company must notify the relevant employees and the relevant unions of the decision to introduce the major change.

10.3 The relevant employees may appoint a representative from the unions for the purposes of the procedures in this term.

10.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative from their relevant unions for the purposes of consultation; and
  - (b) the employee or employees advise the Company of the identity of the representative;
- the Company must recognise the representative.

10.5 As soon as practicable after making its decision, the Company must:

- (a) discuss with the relevant employees and the relevant unions:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) the measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant employees and the unions:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

10.6 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees and the unions.

10.7 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in sub clauses 10.2, 10.3 and 10.5 are taken not to apply.

10.8 In this term, a major change is *likely to have a significant effect on employees* if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs; or

10.9 In this term, **relevant employees** means the employees who may be affected by the major change.

## 11 NO EXTRA CLAIMS

It is a term of this agreement that the parties bound by this agreement will not pursue any extra claims during the nominal life of this agreement.

**12 AVOIDANCE OF INDUSTRIAL DISPUTES**

The parties to this agreement shall observe at all times the dispute settlement procedure in clause 21.

**13 NOT TO BE USED AS A PRECEDENT**

This agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

**14 NATIONAL STANDARDS**

This agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in National Employment Standards contained in the Act (NES), including ordinary hours of work, annual leave and or long service leave.

**15 CONTINUOUS IMPROVEMENT**

Management and its employees covered by this agreement are committed to searching for areas where improvements can be made and implementing such improvements as part of this agreement.

**16 MATRICES**

All parties to this agreement acknowledge that the Matrices listed in Clause 40 Schedule of Current Agreed Matrices, are the agreed matrices for the appropriate logical work area at the time of lodgement of the agreement and will be updated as required to meet changing business needs, following consultation with the affected employees.

**17 EMPLOYEE REPRESENTATIVES / UNION DELEGATES**

An employee appointed representative/union delegate shall, upon notification to the company, be recognised as the representative of the employees. A representative is allowed the reasonable time during working hours to interview the Company or their representative for OHS purposes and to investigate other suspected breaches. A representative shall also be allowed necessary time during the employee's mealtime or other breaks to hold discussions with the employees whom they represent, upon notification of the representative's Supervisor. The Company recognises the role of the union delegate in the workplace and will endeavour to provide reasonable access to telephone, facsimile, photocopying, internet and email facilities. The Company will provide paid training leave for delegates as per the award.

**18 NOTICE BOARDS**

The Company shall provide notice boards of reasonable dimensions to be located in prominent positions at the site upon which employees shall be permitted to post notices relating to employment matters provided these are signed or countersigned by the employee posting them.

## 19 ALLOWANCES

Allowances are as follows and shall be rounded to the nearest cent.

Date of Payment			14/10/2023	
Payment			Increase %	*New Rate
A.	COLD PLACES	\$0.83 /Hr	4.5	\$0.87 /Hr
B.	CONFINED SPACES	\$0.98 /Hr	4.5	\$1.02 /Hr
C.	DIRTY OR OFFENSIVE WORK (1)	\$0.83 /Hr	4.5	\$0.87 /Hr
	DIRTY OR OFFENSIVE WORK (11) MINIMUM PAYMENT	\$2.88 /Day	4.5	\$3.01 /Day
D.	HEIGHT MONEY	\$0.53 /Hr	4.5	\$0.55 /Hr
E.	HOT PLACES (1)	\$0.83 /Hr	4.5	\$0.87 /Hr
	HOT PLACES (11)	\$0.98 /Hr	4.5	\$1.02 /Hr
F.	WET PLACES	\$0.83 /Hr	4.5	\$0.87 /Hr
G.	WORKING IN RAIN	\$1.59 /Shift	4.5	\$1.66 /Shift
H.	EXPLOSIVE POWERED TOOLS	\$0.27 /Hr	4.5	\$0.28 /Hr
	MINIMUM PAYMENT	\$2.19 /Day	4.5	\$2.29 /Day
I.	BOILER CLEANING	\$1.86 /Hr	4.5	\$1.94 /Hr
J.	GLASS OR SLAG WOOL	\$0.98 /Hr	4.5	\$1.02 /Hr
K.	CHOKAGES IN PIPES	\$7.67 /Day	4.5	\$8.02 /Day
L.	SCAFFOLDING & BOSUNS CHAIR	\$1.12 /Hr	4.5	\$1.17 /Hr
	MINIMUM PAYMENT	\$4.80 /Day	4.5	\$5.02 /Day
M.	APPLYING OBNOXIOUS SUBSTANCES (1)	\$0.89 /Hr	4.5	\$0.93 /Hr
	APPLYING OBNOXIOUS SUBSTANCES (4)	\$0.83 /Hr	4.5	\$0.87 /Hr
N.	FIRST AID QUALIFICATIONS	\$4.00 /Shift	4.5	\$4.18 /Shift
O.	FURNACE CONSTRUCTION AND/OR REPAIR	\$1.79 /Hr	4.5	\$1.87 /Hr

Date of Payment		14/10/2024		14/10/2025	
Payment		Increase %	*New Rate	Increase %	*New Rate
A.	COLD PLACES	4.5	\$0.91 /Hr	4.5	\$0.95 /Hr
B.	CONFINED SPACES	4.5	\$1.07 /Hr	4.5	\$1.12 /Hr
C.	DIRTY OR OFFENSIVE WORK (1)	4.5	\$0.91 /Hr	4.5	\$0.95 /Hr
	DIRTY OR OFFENSIVE WORK (11) MINIMUM PAYMENT	4.5	\$3.15 /Day	4.5	\$3.29 /Day
D.	HEIGHT MONEY	4.5	\$0.57 /Hr	4.5	\$0.60 /Hr
E.	HOT PLACES (1)	4.5	\$0.91 /Hr	4.5	\$0.95 /Hr
	HOT PLACES (11)	4.5	\$1.07 /Hr	4.5	\$1.12 /Hr
F.	WET PLACES	4.5	\$0.91 /Hr	4.5	\$0.95 /Hr
G.	WORKING IN RAIN	4.5	\$1.73 /Shift	4.5	\$1.81 /Shift
H.	EXPLOSIVE POWERED TOOLS	4.5	\$0.29 /Hr	4.5	\$0.30 /Hr
	MINIMUM PAYMENT	4.5	\$2.39 /Day	4.5	\$2.50 /Day
I.	BOILER CLEANING	4.5	\$2.03 /Hr	4.5	\$2.12 /Hr
J.	GLASS OR SLAG WOOL	4.5	\$1.07 /Hr	4.5	\$1.12 /Hr
K.	CHOKAGES IN PIPES	4.5	\$8.38 /Day	4.5	\$8.76 /Day
L.	SCAFFOLDING & BOSUNS CHAIR	4.5	\$1.22 /Hr	4.5	\$1.27 /Hr
	MINIMUM PAYMENT	4.5	\$5.25 /Day	4.5	\$5.49 /Day
M.	APPLYING OBNOXIOUS SUBSTANCES (1)	4.5	\$0.97 /Hr	4.5	\$1.01 /Hr
	APPLYING OBNOXIOUS SUBSTANCES (4)	4.5	\$0.91 /Hr	4.5	\$0.95 /Hr
N.	FIRST AID QUALIFICATIONS	4.5	\$4.37 /Shift	4.5	\$4.57 /Shift
O.	FURNACE CONSTRUCTION AND/OR REPAIR	4.5	\$1.95 /Hr	4.5	\$2.04 /Hr

## 20 OTHER ALLOWANCES

Date of Payment		14/10/2023	
Payment	Base Rate	Increase %	*New Rate
TOOL ALLOWANCE TRADESMEN	\$23.04 /wk	4.5	\$24.08 /wk
SHIFT ALLOWANCE	\$32.82 /shift	4.5	\$34.30 /shift
ADDITIONAL N/S ALLOWANCE*	\$0.40 /hr	4.5	\$0.82 /hr
12 HOUR SHIFT ALLOWANCE	\$2.73 /hr	4.5	\$2.85 /hr
MEAL ALLOWANCE	16.28 /meal	4.5	\$17.01 /meal
ELECTRICAL LICENSE ALLOWANCE	49.11 /wk	4.5	\$51.32 /wk
TEAM LEADER ALLOWANCE	\$2.68 /hr	4.5	\$2.80 /hr
TEAM LEADER PAYOUT**	\$2,500	4.5	\$2,615.50
TRAINING ALLOWANCE	\$1.57 /hr	4.5	\$1.64 /hr
LEADING HANDS 2 to 10	\$1.39 /wk	4.5	\$1.45 /wk
APPRENTICES'	SEE BELOW		

Date of Payment	14/10/2024		14/10/2025	
Payment	Increase %	*New Rate	Increase %	*New Rate
TOOL ALLOWANCE TRADESMEN	4.5	\$25.16 /wk	4.5	\$26.29 /wk
SHIFT ALLOWANCE	4.5	\$35.84 /shift	4.5	\$37.45 /shift
ADDITIONAL N/S ALLOWANCE*	4.5	\$0.86 /hr	4.5	\$0.90 /hr
12 HOUR SHIFT ALLOWANCE	4.5	\$2.98 /hr	4.5	\$3.11 /hr
MEAL ALLOWANCE	4.5	\$17.78 /meal	4.5	\$18.58 /meal
ELECTRICAL LICENSE ALLOWANCE	4.5	\$53.63 /wk	4.5	\$56.04 /wk
TEAM LEADER ALLOWANCE	4.5	\$2.93 /hr	4.5	\$3.06 /hr
TEAM LEADER PAYOUT**	4.5	\$2,730.06	4.5	\$2,852.91
TRAINING ALLOWANCE	4.5	\$1.71 /hr	4.5	\$1.79 /hr
LEADING HANDS 2 to 10	4.5	\$1.52 /wk	4.5	\$1.59 /wk
APPRENTICES'	SEE BELOW***		SEE BELOW***	

\* **Additional N/S Allowance** now included in the Allowances Table so all future increases will apply. Year 1 had the 4.5% increase applied plus the additional \$0.40/hr increase.

\*\* **Team Leader payout** applies when the need for a Team Leader is removed through a Company restructure (workplace change)

### \*\*\* Apprentice rates

The apprentice rates will be increased relative to the Award rates, as follows:

Year 1	15% increase on the Year 1 Award rate
Year 2	20% increase on the Year 2 Award rate
Year 3	25% increase on the Year 3 Award rate
Year 4	25% increase on the Year 4 Award rate

## 21 DISPUTES SETTLEMENT PROCEDURE

The following provisions shall apply in relation to any matter that may be in dispute ('the matter'), except matters relating to the actual or threatened termination of employment of the employee. Disputes in relation to the National Employment Standards (NES) are also covered by this clause.

In this clause, the employee(s) who are the subject of the dispute is referred to as "you".

### Stage One

In the first instance, you and the supervisor shall make every endeavour to resolve the question or dispute.

### Stage Two

If the matter is still not resolved or you think you cannot speak to your supervisor with regards to this matter then you shall refer the matter to your Area Manager.

### Stage Three

If the matter is still not resolved, the aggrieved party is entitled to raise the matter with the Human Resource Manager who may involve the Operations Manager or equivalent person at that level.

### Stage Four

Any matter that cannot be resolved by the parties may be referred to Fair Work Australia for conciliation.

### Stage Five

Any matter that cannot be resolved by the parties may be referred to Fair Work Australia for arbitration.

If the matter in dispute is in relation to a major change that falls under the below definition, then the parties will respect the status quo while the dispute is being resolved

In this term, a major change is ***likely to have a significant effect on the employees*** if it results in:

- (a) major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
- (b) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (c) the alteration of hours of work; or
- (d) the need to retrain employees; or
- (e) the need to relocate employees to another workplace; or
- (f) the restructuring of jobs.

Otherwise, the parties to the dispute agree that during the time when the parties attempt to resolve the matter that;

- While this procedure is being followed, the parties continue to work in accordance with their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
- Subject to relevant provisions of any state or territory occupational health and safety law, unless the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to

comply with a direction by his or her employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the employee to perform; and

- The parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible

At any stage of this procedure after raising the matter with the appropriate supervisor, you are entitled to be represented by a person of your choice provided the Company shall not be responsible for costs associated with external representation.

Any outcome determined by the third party cannot be inconsistent with the Code and Guidelines or inconsistent with legislative obligations.

## **22 CASUAL CONVERSION**

Casual conversion will be as per the provisions under the National Employment Standards (NES).

## **23 LEAVE**

The following leave provisions as detailed in clauses 24, 25, 26, and 27 are designed to summarise those provisions as set out in the NES and:

- Are not intended to be read or interpreted so as to override the NES;
- Are not intended to deny the employees any entitlements which are contained in NES or Award and are not mentioned in this agreement.
- Are not intended to be ancillary or incidental to, or supplement NES.

## **24 PAID PERSONAL / CARER'S LEAVE**

24.1 Full time employees have access to 10 days personal/carer's leave annually to be used for absence:

- a. Due to personal illness or injury;
- b. Due to domestic violence;
- c. For short term caring purposes of an occasional and non-enduring nature;
- d. As a result of special or exceptional circumstances;
- e. To provide care or support to immediate family or household member who is ill or injured or in the case of an unexpected emergency in relation to that person.

24.2 Paid personal/carer's leave is cumulative and will be paid at the rate of pay the employee receives immediately before the period of personal/carer's leave begins. The employee will only accrue personal/carer's leave on the first 38 hours they work each week.

24.3 Part time employees can access the same paid personal/carer's leave entitlements as full time employees on a pro-rata basis

## **25 CASHING OUT PAID PERSONAL / CARER'S LEAVE**

25.1 The employee may, with the agreement of the Company, request to cash out their accrued personal/carer's leave during each 12 month period of service. Personal/carer's leave cannot be cashed out in advance of it being credited to the employee.

- 25.2 Personal/carer's leave can only be cashed out where the employee will retain a minimum balance of 400 hours.
- 25.3 Employees who wish to cash out personal/carer's leave must complete the election in Schedule A. Cashed out personal/carer's leave will be paid at the rate of pay that the employee receives immediately before the period of personal/carer's leave begins.

## **26 UNPAID PERSONAL / CARER'S LEAVE**

- 26.1 All employees will be entitled to two days of unpaid leave when an employee is required to provide care or support to a member of the employee's immediate family or household member who requires care or support because:
- a. They are sick or injured; or
  - b. There is an unexpected emergency in relation to that person.
- 26.2 Unpaid carer's leave may only be taken after the employee has exhausted their other paid personal or carer's leave entitlements, or is otherwise not entitled to paid carer's leave.

## **27 LONG SERVICE LEAVE**

- 27.1 Further flexibility of Long Service Leave is offered by the inclusion of one-week periods able to be taken in any one four month period. The provision of the *NSW Long Service Leave Act 1955* (as amended) shall apply to your employment and payment of any entitlement shall be in accordance with this agreement and the *NSW Long Service Leave Act 1955*. Long Service hours to be shown on pay dockets.
- 27.2 If an employee were to request half pay long service leave or annual leave, and the Company could accommodate this without further cost burden (example being that the role was not required to be covered on an overtime replacement basis), then this arrangement would be considered on a case-by-case basis.

## **28 FAMILY AND DOMESTIC PAID FAMILY LEAVE**

The entitlement to paid family and domestic violence leave will be as per the National Employment Standards (NES).

## **29 PUBLIC HOLIDAYS**

### **29.1 Prescribed holidays**

Employees are entitled to the following public holidays, without loss of pay:

- New Year Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Easter Sunday
- Anzac Day
- King'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.

## **29.2 Family Day**

In addition to the public holidays prescribed in 27.1, employees are entitled to one additional public holiday without loss of pay. The additional public holiday will be on a day to be agreed upon between the Company and employee.

## **30 AGREED CONDITIONS OF EMPLOYMENT**

- 30.1 Security guarantee of entitlements
- 30.2 Employees will be paid meal allowances through accounts payable.
- 30.3 Employees working overtime will be allocated duties by the team itself. It remains management's responsibility to determine the need for overtime.
- 30.4 Staff can assist in diagnosing a fault in machines provided the operator is in attendance.
- 30.5 When relief is required, employees will after consultation with team members, accept partially trained operators - providing it is legal, logical and safe.
- 30.6 Where capital equipment is to be installed all parties will have agreed through consultation and be committed to appropriate work practices and job design prior to its commencement.
- 30.7 The available scope for introducing more flexible arrangements in respect of working hours will be broadened by agreement. This may include appropriate schemes, which increase efficiency and productivity of the business and provide rapid response to customer needs and with proper regards to the needs of employees.
- 30.8 Both the company and its employees strongly support the concept of equality of opportunity in employment. Restructuring and workplace reforms will incorporate this within their framework and employment will be based on the most appropriately skilled person for the job. All other things being equal, experience will be considered.
- 30.9 Engineering trainees will be able to gain machine experience on various production machines so as they can become familiar with their operation.
  - There is no intention by the company to have these employees learning how to operate machines to the detriment of production employees.
  - Competent machine operators would train the trainees.
  - Trainees would be supernumerary to current machine manning levels.
  - Trainees will not operate the machines unless they are under the guidance of a competent operator.
  - The competent operator will instruct the trainee in the safe working procedures for the machine prior to the trainee commencing any hands on training.
- 30.10 Production employees shall carry out all incidental and peripheral tasks subject to the test of legal, logical and safe.  
Typical tasks include but are not limited to:

- Removing, cleaning and replacing filters on lube, coolant and water systems.
- Stripping, cleaning and reassembling centrifuges.
- Removing and/or replacing non-interlocked guards.
- Removing and/or replacing inspection covers (non electrical).
- Tightening and/or replacing air and water hoses.
- Tightening and/or adjusting screws, bolts and like fasteners.
- Replacing light globes in work area - does not include roof lights.
- Carrying out minor isolations.
- Removing and replacing small bolt on/bolt off components - excepting valves, motors or gear boxes.
- Hand grinding and/or hand finishing

30.11 Production employees will not carry out tasks on live electrical equipment.

30.12 Production employees will not carry out tasks on any item if it is under pressure.

30.13 All tasks are subject to the test of legal, logical and safe.

30.14 Tradespersons will be able to operate production machinery for the purpose of positioning and/or commissioning prior to or subsequent to maintenance work being carried out. e.g. a maximum of two tubes can be drawn. Machine competency will have been demonstrated to ensure safe working practice is followed (operators will train tradespersons for this purpose).

30.15 To ensure maximum efficiency across the company, production employees must play a key role in the care of their processes. This principle is referred to as a C.A.R.E (Clean, Adjust, Replace, Examine) role and reinforces the first-line responsibility of the process operator and team for the condition of their plant. Examples of this principle are:

**Clean**, wipe, pick up foreign objects etc

**Adjustments** of a minor nature such as belt tension, gland seals, etc

**Replace** expendable and wear items such as filters, oil, grease, fluid, hoses, tooling

**Examine** the machine using basic senses like sight, smell, sound and feel

30.16 It is understood by the parties to this agreement that there may be areas of the operations where the level of overtime is an issue. The parties agree to meet and look to consider solutions to resolve this.

30.17 Union delegate training for up to 3 production delegates, 1 mechanical & 1 electrical delegate, for up to 7 days per year

30.18 An annual review will be undertaken for the requirement/ability to take on trade apprentices

30.19 Superannuation to be paid while workers are on workers compensation

### **31 AGREED PROTOCOL FOR PAID COMMUNICATION MEETINGS**

31.1 The company will allow paid communication meetings where it is agreed that it is necessary for work groups to be together to consider work issues and it can be arranged to minimise disruption to the process.

In this regard the following procedure will apply:

- (a) All agreements for pay and time limits must be completed prior to the commencement of any meeting.
- (b) All meetings will have a Chairperson.
- (c) The Chairperson will agree to a prescribed time limit for the meeting with the local supervision prior to commencement of the meeting.
- (d) The Chairperson will be responsible for time keeping the meeting and notifying the attendees and local supervision of the purpose, reason and time limit of the meeting.
- (e) If extension of time is required then it has to be agreed with local supervision prior to the expiry of the agreed first finishing time.
- (f) Times will be noted and attendees cannot expect payment beyond the agreed time limit of the meeting.
- (g) On occasions where it is necessary for hot metal and furnace area work groups to be together to discuss workplace matters, the parties' are committed to minimising the impact on the process and as such the meetings will be arranged to occur immediately prior to the first production shift of the cycle or at a time when the production area is already not scheduled to be run.

## **32 IMPLEMENTATION OF CONTINUOUS OPERATIONS**

### **32.1 Day Workers**

Start on the job at their designated starting time and be ready to commence work at that time,

- (a) Finish work at 3.48pm (or if they start at 7.00am, 3.18pm). At this time they can leave their place of work and go home, or have a shower – their choice

### **32.2 Shift Workers**

Tap-on-shoulder takes place on the job

#### **Notification**

- (a) Up to 1 hour prior to shift change, no notification required
- (b) Earlier than 1 hour prior to shift change, notify their supervisor (the previous day if possible)
- (c) All late changeovers to be notified
- (d) The last shift of a sequence finishes at 18 minutes past the hour. All other shifts finish at half past the hour.
- (e) Tap-on-shoulder relief is the basis of one-for-one. The relief person continues the work of the person he has relieved – until instructed otherwise.
- (f) If the shift relief does not come in, the finishing time remains 3.30pm, 11.30pm or 7.30am.
- (g) Overtime cannot be claimed until after the normal shift finishing times and only if relief does not turn up for work; and overtime is requested by the supervisor.

- 32.3 Changing shift workers shift – if there is a need to move a shift worker off their rostered shift, they will not be financially disadvantaged

### **33 INSURANCE OF TOOLS**

An employee shall be reimbursed by the Company for a maximum of \$400 for loss of tools by fire or breaking and entering whilst securely stored at the Company's direction in a room or building on the Company's premises, job or workshop; or if the tools are lost or stolen while being transported by the employee at the Company's direction.

Provided that:-

- (a) Only tools used by the employee in the course of their employment shall be covered by this sub clause;
- (b) The employee shall, if requested so to do, furnish the Company with a list of tools so used.

### **34 RETENTION OF RATES OF PAY**

- 34.1 Employees who apply and are transferred to another Logical Work Area will maintain their current level of pay for a period of twelve months to allow time to learn the new area skills that are required in the matrix for that Logical Work Area.

- 34.2 If the skills are not acquired within the twelve months then the employees' rate of pay will go to the next lowest level until the skills and knowledge are obtained. However such employees will revert to the highest level in the new area on the date of transfer where their level is higher than the highest level in the new area. They then have twelve months to train up to this level in their new area. If the skills are not required in this time then the employees' rate of pay will go to the next lowest level until the skills and knowledge are obtained provided reasonable opportunity to train has been provided by the company. In this regard evidence of applications for training will be considered.

- 34.3 Employees who are transferred to another Logical Work Area will maintain their current level of pay for a period of twenty-four months to allow time to learn the new area skills that are required in the matrix for that Logical Work Area. If the skills are not acquired within the twenty-four months then the employees' rate of pay will go to the next lowest level until the skills and knowledge are obtained.

- 34.4 Where the maximum level in the new area is lower than the employees level on transfer they will revert to the maximum level in the new area after 24 months. They then have a further twelve months to train up to this level in their new area. If the skills are not acquired in this time then the employees' rate of pay will go to the next lowest level until the skills and knowledge are obtained provided reasonable opportunity to train has been provided by the company. In this regard evidence of applications for training will be considered.

- 34.5 Nothing in this clause is intended to circumvent the Company's obligations to pay an employee his or her correct wage rate for the appropriate classification.

### **35 METAL MANUFACTURES REDUNDANCY SCHEME**

Security of employment is important for improving working relationships, trust and cooperation with change. While workplace change, new technologies and changes in operations will be ongoing and may lead to employees being made surplus, every opportunity will be taken to effect changes through natural attrition, redeployment and voluntary redundancy prior to implementing any forced redundancies.

The Company undertakes that in managing manning levels to suit the business needs it will firstly attempt to make use of natural attrition, redeployment and voluntary redundancy prior to implementing any forced redundancies. In the event that during the nominal life of this Agreement there is a need to downsize the work force at Port Kembla the following scheme shall apply.

In order to terminate an employee the Company must give the employee the notice period specified in the table below, or payment in lieu there off:

PERIOD OF SERVICE	NOTICE PERIOD
1 YEAR OR LESS	1 WEEK
1 YEAR UP TO THE COMPLETION OF 3 YEARS	2 WEEKS
3 YEARS UP TO THE COMPLETION OF 5 YEARS	3 WEEKS
5 YEARS AND OVER	4 WEEKS

In addition to the notice period above employees who are aged over 45 years at the time of giving notice and who have been continuously employed, for two or more years, are entitled to an additional week's notice.

### 35.1 Payments

In the event of an employee's employment being terminated for redundancy, he or she is entitled to payment of 3 weeks payment per year of service, on a prorate basis at the employee's current 38-hour ordinary weekly rate of pay.

A cap of seventy eight weeks ordinary time earnings will apply.

Employees who are made redundant and have a continuous service that is more than 1 but less than 2 years will receive payment as provided for in the National Employment Standards.

**Note: This excludes all Allowances and Special Rates**

- Payment of accrued Annual Leave
- Payment of 20% Annual Leave Loading on all outstanding annual leave entitlements
- Payment of accrued Long Service Leave in accordance with the NSW Long Service Leave Act
- Payment of accrued Sick leave
- Payment of any Rostered Days Off due to the employee
- Payment of all Superannuation benefits that have accrued to members in accordance with the Trust Deed of the Fund

### 35.2 Conditions

- (a) Prior to any employee being made redundant the Company will endeavour to find alternative employment within the works.
- (b) An endeavour will be made to reach mutually agreed finishing dates with employees, however the timing of any employee taking Redundancy is at the discretion of the Company, as competent trained operators will need to be in place to maintain business viability.

- (c) This scheme does not apply where there is a genuine transmission of business, where employment continuity is not in fact broken, or where the Company has obtained suitable alternative employment for the employees.
- (d) Employees who are hired on Agreed Fixed Term Engagement Contracts are not eligible for the schemes benefits whilst ever their contract is valid.
- (e) Indentured Apprentices are not eligible for the schemes benefits unless they have completed their Term of Indentures and been given permanent employment by the Company.
- (f) The Company will provide all redundant employees with a Certificate of Service.
- (g) Financial counselling will be arranged with a mutually agreed counsellor if requested by the employee.
- (h) During the period of notice of termination an employee is entitled up to eight hours per week paid time off for the purpose of seeking alternate employment, subject to verification of attendance at interviews.
- (i) This scheme remains in force during the life of this agreement.

## **36 PERSONAL PROTECTIVE EQUIPMENT AND TOOLS**

### **36.1 Damage to clothing, glasses, hearing aids or tools.**

Compensation as may be agreed upon between an employee and the Company, or in default of agreement, as determined through the dispute settlement procedure, shall be made by the Company where in the course of work, clothing, spectacles, hearing aid or other tools of the employee are damaged or destroyed by fire, or molten metal or through the use of acid, sulphur or other deleterious substances. Provided that the Company's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

### **36.2 Protective clothing.**

The Company shall provide free of cost all things necessary for the proper protection of the employees from injury and without limiting the generality of the foregoing, these shall include respirators, goggles, masks and ear protection.

Where the Company requires an employee to wear safety glasses and such employee wears prescription lens glasses, the Company shall bear the cost of case hardening such lenses.

An employee who is pursuant to this sub clause supplied with any of the equipment specified herein shall wear or use, as the case may be, such equipment in such a way as to achieve the purpose for which it is supplied.

### **36.3 Loss of clothing**

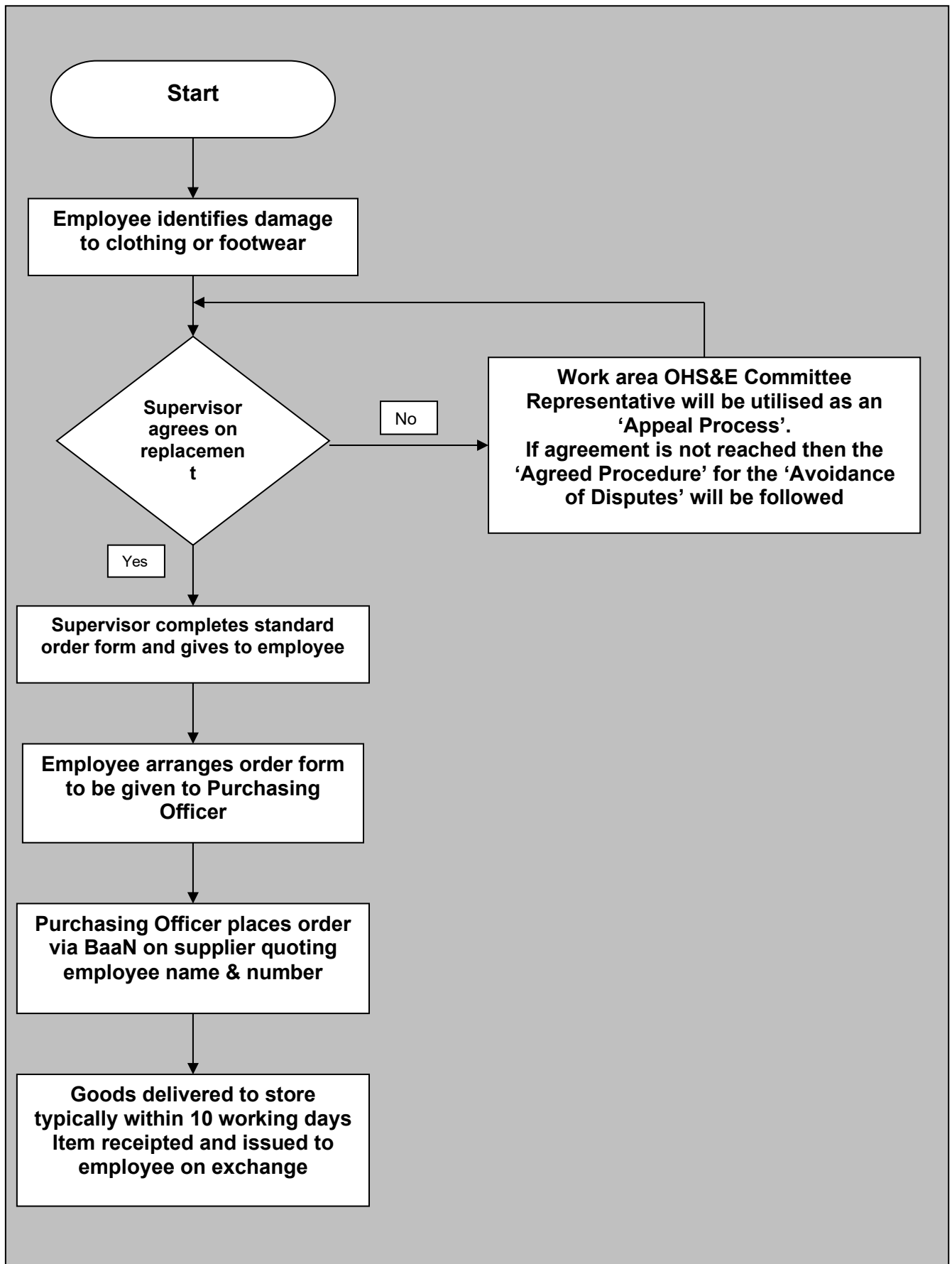
If an employee leaves their clothing in a change room or other shelter and such clothing is destroyed by fire, the Company shall, unless such destruction is caused by the employee's own act or neglect, be responsible for such clothing up to a maximum of \$150.

### **36.4 Fair wear & tear clothing issue**

The attached flowchart demonstrates how orders for clothing and footwear will be processed through the system. Supplementary to this the following will occur:

- (a) All new starting employees will be issued the equivalent of three sets of standard clothing together with one jacket, one jumper and one pair of safety footwear at employment commencement in recognition that they would not otherwise have an established quantity of clothing and footwear to operate, in accordance with this agreement.
- (b) At the identification of a need for replacement clothing or footwear the employee will approach his/her supervisor with the damaged/worn out item and request a replacement. The exception being socks, where five pairs per employee will continue to be issued as an annual issue. Note: Employees are responsible for the day-to-day maintenance of the issued clothing on an ongoing basis. Examples being basic mending, sewing and the upkeep of buttons.
- (c) If agreement is not reached between the employee and the supervisor that the article requires replacement, then the immediate area EH&S Committee representative will be utilised as an "appeal process". If agreement is not reached then the Dispute Settlement Procedure will be followed.
- (d) The supervisor completes a standard order form, noting the size being ordered is the same as damaged/worn out item or within one size change with regards clothing.
- (e) It is then the employee's responsibility to deliver the order form to the Purchasing Officer for processing via BaaN.
- (f) The order placed on BaaN will have a reference to the employee, i.e. either name or employee number, to allow reporting on issues to individual employees over a given period.
- (g) Item delivered to the receipted and issued via the store as per normal orders. Damaged/worn items exchanged for new.

### 36.5 Ordering Flowchart





## **37 METAL MANUFACTURES TRAINING PLAN**

The intent and operation of the Training Plan is outlined in the company's Training Policy – QA Document QA001040, as amended.

### **37.1 Objectives**

- Facilitate up-skilling of our workforce to cover the 'Training Gap'
- Provide cost effective training
- Encourage commitment and success.

### **37.2 Training plan**

- (a) All training will be competency based against skill checklists and assessed by accredited trainers who are also trained assessors. Once gained operators will be expected to utilise and maintain their skills.
- (b) Assessment will take place according to the Company's Quality Assurance Manual procedure, which will be updated. These assessments will follow the competency checklists, which are continually improved for each machine. To that extent assessors will be trained, in accordance with National Training Standards.
- (c) Specialist trainers/assessors will be used for training in machine and other competencies. For this purpose, highly skilled operators will be chosen who also have the ability to transfer their knowledge and skills to the trainee. Ideally these people will be involved in developing the competency checklists and refining the Standard Operating Procedures (SOP'S).
- (d) These specialist trainers/assessors will be chosen by teams, including Area Management. The training by these competent and qualified trainers will attract an allowance as specified in Clause 19 and 20 - 'Allowances'
- (e) The assessment process is as follows. The trainee will transfer to the trainer/assessors shift, if necessary. A pre-assessment using the relevant checklist will take place to establish the training need. Training then commences.

### **37.3 Solo Operation**

Solo operation is a key element of the training process and is essential for achieving optimum competency in the area of operating machines. A minimum level of Solo Operation has been agreed for each level of the career path.

As a result of the above, the following will apply:

- The trainer and trainee will commence the training program together. This training period will vary in length depending on the machine involved.
- During the last week of this training period the trainee operates on his/her own, and the trainer steps back, as the first week of agreed solo operation.
- After that week, the trainee is assessed, and, provided that the assessment is successfully passed, payment for the next level in the matrix is paid from the day of successful assessment (if this is the final skill required to complete that level).
- The trainee thereafter spends Solo Operation time on the machine, according to the following formula:
  - One day to one week solo for Levels 1 and 2
  - One week to two weeks for Level 3

- Two to three weeks minimum for Levels 4 and 5

**Note:** Consultation will occur between the trainee and TC, TL, trainer and displaced operator if the trainee requires more solo operation.

### **37.4 The Team Concept**

- (a) The core concept of the operations in the various departments will be the concept of Teams. The training of these teams should not create barriers. Teams and Team Members need to be flexible with workflow, transfers, and communication between them.

In practice in Metal Manufactures it has been agreed that this will work as follows:-

- A break-up of team member and team leader responsibilities has been developed and will be reflected in checklists.
- This break-up has been designed to support a process where decisions that teams are best placed to make can be made at the team, e.g.
  - Organising to achieve the production plan and dispatch times given
  - Safe operations.
  - Maintenance outages.
  - Team member absence.
  - Equipment capability.
  - Accountability for quality.
  - Team skill matrix will support the team-training plan.
  - Teams will endeavour to solve their own problems seeking help when necessary.
  - Understand scrap versus rework processes/financials.
  - Competency checklists reflect the above.

- (b) The development of teams is a process that takes place over time and requires support. As required training in team skills can/will be developed specifically to support team development as part of SQETC.

- (c) Area Management's role is to assist the team with its daily work by removing the roadblocks that may be there from time to time on the road to achieving targets as agreed between the team and Area Management. Teamwork helps to make life easier for team members.

## **38 TEAM LEADERS (TL) and RELIABILITY TECHNICIANS**

### **38.1 Objectives**

The team leader and reliability technician is responsible for ensuring the team operates in the safest and most efficient way possible. This is done through:

- Always looking to identify a better way of doing things;
- Streamlining existing process so as to eliminate redundant or unproductive processes;
- Making the right decisions at the right time;
- Releasing supervision to focus on continuous improvement initiatives;
- Identifying development opportunities within the team to maximise the team's performance;

- (f) Serving as a focal point to communicate and resolve process issues with other teams and to provide guidance to the team based on management direction.

### **38.2 Purpose**

A team cannot effectively function without clear direction and leadership. The team leaders and reliability technicians will supervise and coordinate all activities in their area of responsibility. They will develop, manage, and lead a performance-oriented team to optimise efficiencies of the processes and other resources in their area.

### **38.3 Linkages**

Each team must form links with other teams in the area, because effective teams cannot work in isolation.

### **38.4 Review**

Feedback on a regular basis on how the team is progressing towards achieving its goal is essential for the development of the team, and a close liaison between team, Team Leader and Area Management is, therefore, a key aspect of an effective team.

The paramount role of Area Management is to assist the team with its daily work by removing roadblocks that may be there from time to time on the road to achieving the targets as agreed between the team and Area Management.

### **38.5 Payment for Training**

- (a) Covers training prescribed in MM classification structures.
- (b) Applies only to employees approved for training.
- (c) Does not cover OH&S, trade union training, full time training or that provided under apprenticeships, traineeships.
- (d) Training will occur in such a way that there is no additional cost of coverage.
- (e) Where training is planned, sufficient notice will be given so the employee concerned can organise coverage through mutually convenient swaps - or other methods, which do not incur additional cost to the company nor loss of production throughput.
- (f) The company will pay for course fees, on successful completion of each classification structure module. Textbooks associated with training provided externally will be paid for by the Company to the value of \$120.
- (g) The company will refund the cost of parking and student union fees for approved courses on successful completion of the course and the submission of receipts.
- (h) Payment for training time including remedial training will be as follows:  
On-site or externally provided training.
  - During 'ordinary' hours – no reduction in an employee's ordinary wage.
  - Outside normal hours - single time payment of ordinary wage rate (on submission of proof of attendance) will be made for no more than 4 NMEC - or equivalent - modules per year (144 hours) which are part of a Certificate, Advanced Certificate or Associate Diploma, selected from the classification matrix and approved by management. This is not cumulative year to year.
- (i) On-the-job training - wherever possible this will occur during 'ordinary hours'.

- During 'ordinary hours' - no reduction in an employee's ordinary wage.
- Outside ordinary working hours, where the time worked is principally for training - single time payment of ordinary wage rates will apply. Where the time worked is principally for production - overtime rates will apply.
- If there is a need to train on another shift the trainee will be supernumerary to the shift and crew numbers and they will not take part in normal production operations.
- Before the trainee(s) concerned are asked to train on another shift the supervisor, and trainee(s) concerned will discuss the reasons for training on another shift.

(j) If an employee fails:-

- For applicable courses a failure cut-off point would be determined - this would establish a "just failed zone". For example:

Pass mark for course	=	75
Outright failure of course	=	65
Just failed zone	=	65-75

Using the above example, if an employee failed outright (i.e. below 65) he/she would be required to go to the end of the training queue and resit the training.

The Training Committee would obtain reasons for failure from both the accrediting body and the individual and, using the information so gained, assist the employee with advice and/or remedial training.

If the employee was in the "just failed zone" (i.e. following the above example 65-75) he/she would be given remedial training in the areas where he had failed and be offered the opportunity to resit the examination. If the employee failed on this occasion, he/she would go to the end of the training queue and resit the training.

In the event of failure the employee would not be paid to resit the course.

Definitions:

<b>'Ordinary hours'</b> -	An employees 'normal' working hours
<b>'Ordinary wage'</b> -	An employees 'normal' Award wage rate
<b>'On-the job'</b>	Engaged in normal duties
<b>'Single time payment of ordinary wage rate' -</b>	Ordinary award wage excluding shift premium, O/T, special rates, etc
<b>'Principally for training'</b> -	When as an additional person on the job
<b>'Principally for production'</b> -	When actually performing normal duties unattended

Other

- Training is complete once accreditation of skills learnt is received.
- No payment is made for time spent on personal study, or time spent on enrolling, or in preparation of assignments or waiting between courses, or self-guided learning
- Travelling during normal working hours – 30 minutes is allowed without loss of wages. Outside normal hours, no payment for travelling time is made.
- No payment will be made for travelling expenses to local external training venues. Where it is outside local area, arrangements will be made to cover this.
- Commitment to providing Mental Health awareness training to 2 mutually agreed/selected wages employees and one staff member. They will be trained in the aspects of mental health including the signs to look out for, and to be the point of contact for employees to come to in confidence.

### **38.6 Course Materials and Text Books**

"The company will pay for text books up to a limit of \$120 per person per year where such books are necessary for the completion of approved training. Payment will be made on successful completion of each stage.

#### **NOTE:**

- Reference books are not included – TAFE and University libraries should be used as much as possible.
- The company retains ownership of all books paid for
- New books will only be paid for if they are not available from previous years students
- Special cases will be considered individually
- Costs for photocopying are not included
- Other incidental expenses will not be paid by the company except as described elsewhere in this agreement.

### **38.7 Training Allowances**

- (a) It is expected that where the allowance applies the best Trainer/Assessor is responsible for the assessment task.
- (b) The trainer must complete the one-day Trainer Assessor course
- (c) The allowance will cover training for matrix checklist training. The allowance will apply for example to classroom training against a competency checklist, cross trade training and BaaN training
- (d) Payment as per schedule of Allowances
- (e) The allowance will not apply to training the nature of which is a particular application of an existing trade skill. (trades personnel are paid a higher rate on commencement for the skills they possess).

### 39 TEAM LEADER AND RELIABILITY TECHNICIAN NUMBERS

LOGICAL WORK AREA	REQUIRED No. OF TEAM LEADERS	TOTAL
BILLET CASTER	1 PER SHIFT	3
EXTRUDER/TRL	1 Day work only	1
MIDAS	1 Day work only	1
TUBE MILL CLEANERS	Report to areas directly	
ROTARY	1 PER SHIFT	2
No 3 FINISH & DESPATCH	1 Day work only	1
TOOLING	1 Day work only	1
STORE / TOOLING CENTRE	1 Day work only	1
	<b><u>TOTAL TEAM LEADERS =</u></b>	<b><u>11</u></b>

WORK TEAM	NO OF TRADE TECHNICIANS
CENTRAL MAINTENANCE MECHANICAL	5
CENTRAL MAINTENANCE ELECTRICAL	4
<b>TOTAL</b>	<b>9</b>

#### **40 BEYOND LEVEL 5 – MAINTENANCE**

- (a) TAFE training for Associate Diploma will have fees, parking and text books paid for in accordance with approved student practice
- (b) Progression beyond level 5 will be by appointment only
- (c) This training will prepare personnel for Staff Positions that become available from time to time
- (d) Associate Diploma subjects beyond level 5 will be completed in the trainees' own time. There will be no payment for training time
- (e) The opportunity to act in a foreman position will be available to maintenance employees with the necessary skills for designated project work and through extended absence of staff where the need arises.

#### **41 PAYMENT FOR WORKING OVERTIME**

39.1 The payment for overtime will be calculated at a rate of time and one half for the first two hours and double time thereafter.

39.2 The rate for working overtime on Sunday is double time.

39.3 The rate for working overtime on public holidays is double time and one half.

#### **42 SCHEDULE OF CURRENT AGREED MATRICES**

##### **PRODUCTION MATRICES:**

LWA	DATE	REVISION No.
ROTARY TUBE DRAWING	10/06/04	9
TOOLING COORDINATOR	07/04/04	4
HORIZONTAL BILLET CASTER	30/08/05	6
EXTRUDER/TRL	22/11/04	7
TUBE FINISHING & DESPATCH	10/06/04	8
TUBE SERVICES	21/11/01	2
STORE	18/10/06	3
SITE RELIEF TEAM	11/12/05	0

##### **MAINTENANCE MATRICES:**

MAINTENANCE FITTERS	28/06/04	9
MAINTENANCE ELECTRICIANS	26/06/04	9

# SCHEDULE A

## Election to cash out personal/carer's leave

I, ....., elect to cash out (be paid for) .....Hours of my current personal/carer's leave entitlement.

In making this election, I acknowledge that:

- My workplace agreement contains a provision allowing me to cash out a portion of my personal/carer's leave.
- A minimum balance of 400 hours personal/carer's leave must remain available to me after making this election
- In electing to cash out a portion of my personal/carer's leave, I give up my entitlement to take that amount of leave.
- The rate of pay at which my cashed out personal/carer's leave will be paid to me will be at least the rate of pay I receive at the time of making this election.
- The company will deduct the amount of personal/carer's leave I have cashed out from my accumulated personal/carer's leave balance.
- The company has not required me to cash out an amount of personal/carer's leave.
- The company has not placed any undue influence or undue pressure on me to make a decision about whether or not to cash out a portion of my personal/carer's leave entitlement.

Employees Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisors Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**SIGNED FOR AND ON BEHALF OF THE**

Automotive, Food, Metals Engineering, Printing and Kindred Industries Union

Name: Robyn Fortescue

Position: Assistant State Secretary

Signature:



Who is duly authorised to sign this collective agreement on behalf of the Automotive, Food, Metals Engineering, Printing and Kindred Industries Union, 26 Auburn Street, Wollongong NSW 2500.

Dated: 15 March 2024

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**SIGNED FOR AND ON BEHALF OF THE**

The Australian Workers' Union

Name: Tony Callinan

Position: AWU NSW Branch Secretary

Dated: 25 March 2024

Signature:



Who is duly authorised to sign this collective agreement on behalf of The Australian Workers' Union, 16-20 Good Street Granville, NSW 2142.

Union, 16-20 Good Street Granville, NSW 2142.

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**SIGNED FOR AND ON BEHALF OF THE**

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU).

Name: Frederick Barbin

Position: Assistant State Secretary

Dated: 18/03/2024

Signature:



Who is duly authorised to sign this collective agreement on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU), Level 5, 370 Pitt Street, Sydney NSW 2000

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**SIGNED FOR AND ON BEHALF OF MM KEMBLA**

Name: Tome Naumovski

Position: Executive Manager - Operations

Dated: 12/3/24

Signature:



Who is duly authorised to sign this collective agreement on behalf of MM Kembla, 30 Gloucester Boulevard Port Kembla, NSW 2505

## Schedule 2.3 Model consultation term

(regulation 2.09)

### Model consultation term

- (1) This term applies if the employer:
  - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- Major change*
- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
  - (a) the termination of the employment of employees; or

- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
  - (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

***relevant employees*** means the employees who may be affected by a change referred to in subclause (1).