

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LJ Agreement with organisations of employees (Division 2)

Thompsons, Kelly & Lewis

and

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

and

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia

and

Construction, Forestry, Mining and Energy Union

and

Australian Municipal, Administrative, Clerical and Services Union

and

The Australian Workers' Union
(AG2003/10452)

**THOMPSONS, KELLY & LEWIS (CASTLEMAINE) CERTIFIED AGREEMENT
2003**

Clerical industry

SENIOR DEPUTY PRESIDENT DUNCAN

SYDNEY, 6 FEBRUARY 2004

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 8 January 2004 and shall remain in force until 30 September 2006.

BY THE COMMISSION:

SENIOR DEPUTY PRESIDENT

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THOMPSONS, KELLY & LEWIS

(CASTLEMAINE)

CERTIFIED AGREEMENT 2003

1. TITLE

This Agreement shall be known as the Thompsons, Kelly & Lewis (Castlemaine) Certified Agreement 2003.

2. ARRANGEMENT

The Agreement is arranged as follows:

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3. APPLICATION

This Agreement shall apply at Thompsons, Kelly & Lewis Pty Ltd, 5 Parker Street, Castlemaine to all employees who are bound by the terms of the Clerical and Administrative Employees (Victoria) Award, 1999 and the Metal, Engineering and Associated Industries Award, 1998 - Part I, II, IV & V insofar as those provisions relate to the parties referred to in Clause 4 PARTIES BOUND - of this Agreement.

4. PARTIES BOUND

The parties to this Agreement are

- (a) Thompsons, Kelly & Lewis Pty Ltd (Referred to in this Agreement as the Company)
- (b) All employees of Thompsons, Kelly & Lewis Pty Ltd whose terms and conditions of

employment are regulated by the Clerical and Administrative Employees (Victoria) Award, 1999 and the Metal, Engineering and Associated Industries Award, 1998 - Part I, II, IV & V employed at the Castlemaine site whether members of the organisations of employees listed in subclause (c) hereof or not.

(c) The organisations that represent the employees defined in (b), namely

(i) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;

(ii) The Australian Workers' Union.

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

(iv) Construction, Forestry, Mining and Energy Union;

(v) Australian Services Union.

5. DATE AND PERIOD OF OPERATION

This Agreement shall come into force on and from 1st October 2003 and shall remain in force until 30 September 2006

6. RELATIONSHIP TO PARENT AWARD

(a) This Agreement shall be read wholly in conjunction with the Clerical and Administrative Employees (Victoria) Award, 1999 and the Metal, Engineering and Associated Industries Award, 1998 - Part I, II, IV & V.

(b) Where there is any inconsistency between this Agreement and those Awards, this Agreement shall take precedence to the extent of any inconsistency.

(c) The Company is committed to the observance of the previous award (Metal Industry Award 1984 - Part I, II & V) and site practices in relation to the role of Shop Stewards, the right of entry of union officials and the established consultative procedures including, but not limited to, introduction of change and consultation discussions on redundancies.

(d) Where management or employees wish to implement workplace change through the application of any facilitative provisions in Clause 2.2 of the Award, such claims will only be implemented by agreement between the Company, the majority of employees in the area affected and the relevant union or unions involved.

(e) Existing over-award payments, conditions of employment and current superannuation arrangements shall continue to apply as if they were a term of this Agreement, except where the expressly stipulated terms of this Agreement provide otherwise.

(f) An employee commencing his or her employment with the Company after the date on which this Agreement comes into operation shall be employed in accordance with the terms of this Agreement. Further, the parties agree that no employee, including apprentices and trainees, shall be employed other than under the terms of this Agreement.

7. GENERAL CONDITIONS

Facilities

The Company shall continue to provide facilities to the satisfaction of the parties to this Agreement, including the provision of lockers, drinking and boiling water, appropriate protective clothing, heating and cooling, ventilation, canteen and restroom facilities. Any disagreements about the adequacy of facilities shall be

dealt with through the consultative process of this Agreement and the Disputes Resolution procedure.

Payroll Deduction of Union Fees

The Company will continue to provide union members with a payroll deduction facility for union fees.

WorkCover Make-Up Payments

In the event of an employee sustaining a workplace injury, the Company undertakes to maintain make-up of WorkCover payments to 100% of pre-injury ordinary time earnings for a maximum period of 52 weeks.

Journey injuries

All journey accidents will be covered on the following basis

(a) Those journey accidents covered by the Transport Accident Commission will attract:

(i) make-up payment for a period of 52 weeks; thereafter,

(ii) payment will be in line with the prevailing TAC provisions.

(b) Journey accidents (excluding those covered under TAC) will be covered. The benefits payable shall be the same as those paid under the terms of the current TKL Workers' Compensation policy.

Superannuation

The parties to this Agreement reaffirm their commitment to industry based superannuation schemes. Superannuation Trust of Australia, Labour Union Cooperative Retirement Fund and Clerical, Administrative and Related Employees Superannuation Plan will continue to be the instruments for superannuation contributions made pursuant to the Superannuation Guarantee Charge or any other superannuation contributions made by a party to this Agreement. In accordance with established arrangements, employees will continue to be members of one of these industry funds. Notwithstanding the aforementioned provisions, employees who prior to the start of this agreement were covered by the Invensys Australia Superannuation Fund, will continue to be covered by that fund.

Company Employment

Production, maintenance, technical and administrative work on the Castlemaine site will continue to be carried out by Thompsons, Kelly & Lewis Pty. Ltd. employees, in accordance with

established practice. This provision will not affect established arrangements for contracting out additional or specialist work to meet the Company's requirements.

Job Sharing

The terms of this provision apply to employees covered by the Clerical and Administrative Employees (Victoria) Award, 1999.

(a) Job Sharing is an arrangement where two employees voluntarily share all of the duties and responsibilities of a permanent full-time position. Job sharing is, by necessity, completely voluntary on the part of the job share partners.

(b) Job Sharing will be available by agreement between Management and the employees concerned. Conditions will be agreed prior to commencement. The Company will co-ordinate employees' requests in relation to job sharing.

On Site Manufacture and Off Site Work

The Company is committed to continuing to manufacture pump and rail products on the Castlemaine site.

Where the Company believes that product(s) and/or components) that go into company products that are normally manufactured on the Castlemaine site, may in future need to be normally manufactured off site, the management will notify site unions via the Consultative Committee. This notification will occur prior to a final decision being made to manufacture off-site and will cover the details of the work involved and the reasons for the Company considering such a move. Site unions will be given the opportunity to provide comment and input before a final decision is made concerning any such plan for off-site manufacture.

Where temporary changes to such normal on-site manufacturing are considered necessary by the Company to meet the requirements of a particular contract, the Company will make every endeavour to notify Shop Stewards. It is agreed that such changes may proceed, and be reviewed by the Consultative Committee.

If the Castlemaine site faces the prospect of redundancies taking place, the Company will, within technical and economic considerations, make every effort to maximize work undertaken on-site in order to mitigate the requirement for redundancies.

Coveralls and Safety Boots

It is agreed that the issue of coveralls and safety boots shall, under normal circumstance, be limited to the issue of 2 pairs of coveralls and 1 pair of safety boots per annum.

It is agreed that, notwithstanding the above, coveralls and boots shall be replaced on a fair wear and tear basis.

Replacement of coveralls and/or boots will only occur on the presentation of a written request authorised by the employee's immediate Supervisor.

Eyesight Testing

The Company agrees to continue the existing practice of initial eyesight testing on a Biennial basis at the Plant during working hours.

When follow-up testing and the supply of prescription lens safety glasses are required, the Company will provide employees with a voucher for this service to be provided by local Optometrists in the employees own time. The Company will pay all fees and charges necessary for the provision of prescription lens safety glasses resulting from this process.

8. WAGES

(a) Wages will be increased as follows for the employees subject to this Agreement:

(i) 4% shall be payable from the beginning of the first full pay period to commence on or after 21 October 2003.

(ii) 4% shall be payable from the beginning of the first full pay period to commence on or after 1 October 2004

(iii) 4% shall be payable from the beginning of the first full pay period to commence on or after 1 October 2005

(b) The wage increases specified in subclause (a) of this Clause shall be payable in addition to the current agreed enterprise rates of pay and shall constitute part of

the all purpose rate of pay in respect of employees subject to this Agreement.

(c) The wage increases referred to in subclause (a) of this Clause shall not be absorbed into any overaward payment.

(d) There shall be no further wage increases for the life of the Agreement.

(e) Payment of the increase under subclause (a)(i) will be made after certification of this Agreement.

9. METAL AWARD CLASSIFICATION AND WAGE STRUCTURE

(a) The Company and unions have agreed on a new classification wage rate structure to apply on the Castlemaine site. This new structure contains one wage rate for each of the classification levels that apply on the site. This classification wage rate structure and the wage rates for the classification levels under this structure are detailed in Appendix "A"

(b) Existing employees will be transferred to this new classification wage rate structure on the basis of whatever award classification level their established job based classification description falls within. Employees will then be entitled to the wage rate associated with their classification level under the new structure.

(c) Movement of employees between levels in this structure is described in Appendices "A" and "B".

10. CLERICAL AWARD CLASSIFICATION AND WAGE STRUCTURE

(a) The classification wage rate structure and the wage rates for the classification levels under this structure are detailed in Appendix "C"

(b) It is agreed that the relativity between this structure and the Metal Award wage structure will be discussed between the Company and the Australian Services Union during the term of this Agreement.

11. NO EXTRA CLAIMS

The parties bound by this Agreement will not pursue any extra claims, including claims relating to any terms and conditions of employment for the life of this Agreement.

12. AVOIDANCE OF INDUSTRIAL DISPUTES

The parties to this Agreement shall observe the Dispute Resolution Procedure under Clause 3.2 of the Metal, Engineering and Associated Industries Award, 1998.

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. LONG SERVICE LEAVE

(a) In respect of their service with the Company prior to 1st October 2000, employees have accrued long service leave on the basis of .866 weeks per year of completed service for the first 15 years of service (13 weeks leave for 15 years of service) and 1 week per year of completed service after 15 years of service (5 weeks leave for each subsequent 5 years of service).

(b) In respect of all their service with the Company on and from the first full pay period after 1st October 2000 employees will accrue their entitlement to Long Service

Leave on the basis of 1.3 weeks of leave per year of completed service.

(c) Employees will be entitled to payment for a proportional amount of Long Service Leave upon termination of employment (for any cause other than serious and wilful misconduct) when their entitlement to Long Service Leave since the start of employment is greater than or equal to 9.1 weeks but less than 13 weeks.

(d) Employees will be able to take Long Service Leave, subject to the other provisions of the Award, when their entitlement to Long Service Leave is greater than or equal to 13 weeks. For subsequent leave, the entitlement occurs when an employee accrues 6.5 weeks of leave.

(e) Employees with an accrual of 9.1 weeks of Long Service Leave may, with the agreement of the Company, take Long Service Leave prior to the entitlement falling due.

(f) The terms of Part IV of the Metal, Engineering and Associated Award 1998 shall apply except as provided for in this clause.

15. CONTINUOUS IMPROVEMENT

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

16. FLEXIBLE ARRANGEMENT FOR ROSTERED DAYS OFF (RDO)

The parties to this Agreement agree that scheduled RDOs may be varied for individual departments, or multiple departments, by

mutual consent of the Company and a majority of employees in the affected department (s) . Such variation would be utilised by the Company to more effectively use employees in the face of peaks and troughs in production workload.

It is furthermore agreed that the Company would indicate its desire to vary the scheduled RDO at least five working days prior to the scheduled date and that the union(s) involved would reasonably support such variation.

There will be six fixed RDOs per year. These will be listed on all bulletin boards.

There will be six flexible RDOs per year. Such RDOs may be taken at the employee's application, subject to the approval of their supervisor, provided five (5) days notice is given to their supervisor or agreement has been reached for a lesser period of time.

Three of these flexible RDOs must be taken by 30 June, the remainder by 1 December. Days due to be taken by 30 June but not taken, will be rostered to suit the needs of the section concerned.

Employees are required to take RDO days as time off work. However if an employee has an RDO balance of less than 8 hours at the end of a calendar year, then such time must be either taken as leave or will be paid out to the employee at the employee's normal rate of pay.

Current practices whereby individual employees work RDOs will continue.

17. COLLECTIVE BARGAINING COMMITMENT

The parties agree that current employees, and future employees engaged during the term of this Agreement, shall have their wages and conditions determined by this Agreement in conjunction with existing Awards and award conditions.

18. FLEXIBILITY AGREEMENT

It is agreed that the Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the Metal Industry Award classification structure, provided that such duties are not designed to promote deskilling.

The parties agree that the implementation of the new, broader Metal Industry Award classification structure provides a means to utilise labour more effectively, and thus enhance the productivity of the Plant. It is further agreed that the

implementation of the new classification structure provides the means to enhance job security, improve job satisfaction and improve employee access to better paid jobs.

It is agreed, within the terms of this Agreement, that there will be no demarcations other than those imposed by skills, competence and training.

It is recognised that the Consultative Committee will play a key role in the achievement of the objectives set out above. The Consultative Committee will assess where greater flexibility in the utilisation of labour can assist in improving productivity and efficiency. The Committee will assess the skills of the employees concerned and will determine the accredited training necessary in order to allow the employees to carry out the designated tasks.

Examples of the type of labour flexibility include:

(i) Engineering/Production employees working outside their designated area of Engineering/Production employee duties

(ii) Engineering Tradespersons undertaking duties normally carried out by Engineering/Production employees

The provision of adult apprenticeships for Engineering/Production employees

(iv) Engineering Tradespersons undertaking work covered by another trade

(v) All employees developing greater skills in their designated trade/production/technical/clerical work area

(vi) Engineering technicians undertaking non-technical work in a trade/production/technical/clerical work area

(vii) Engineering technicians undertaking non-technical work

In considering the implementation of labour flexibility proposals, all parties accept that the provision of nationally accredited training is prerequisite to the implementation of such proposals. It is agreed that employees will receive ordinary time wage payments for all training they undertake during ordinary working hours.

The parties accept that in addressing labour flexibility, there will be occasions when members of the Consultative Committee will need to actively consult employees affected by a proposed labour flexibility change. Similarly, Unions with members affected by a proposed labour flexibility change will need to be consulted. These occasions will be decided on a case-by-case basis by the Consultative Committee.

It is agreed that the additional skills employees acquire and utilise under this provision will be recognised in relation to the Metal Industry Award classification structure.

In conclusion, the parties accept that this labour flexibility provision can only be properly and effectively implemented if all parties support the implementation of the

full intent of the provision rather than pursue a narrow, short term agenda of change.

19. QUALITY CONTROL

It is agreed that in-process verification of conformity to instructions, specifications and drawings will be performed by Engineering Tradespersons, Engineering/Production Employees and all other employee classifications (within the scope of their Award) covered by this Enterprise Agreement.

20. PROBATIONARY PERIOD, CASUAL EMPLOYMENT & SPECIFIC TASKS/PERIODS OF TIME EMPLOYMENT

(a) Any probationary period of employment will be a maximum of 12 weeks. Any period of casual employment or specific task or periods of time employment (as provided under this clause) will be counted in this period of probationary employment.

(b) Management will consult the relevant Shop Stewards whenever new employees are to be engaged on a casual employment basis. The period of such casual employment will normally be up to a maximum of 12 weeks, but may exceed 12 weeks when the relevant union agrees. Under no circumstances will casual employment exceed a period of 26 weeks.

(c) Casual employees will be paid a 25% loading on the applicable site permanent employee wage rate.

(d) The Company may employ new employees for specific tasks or periods of time. Proposals for the implementation of this provision will be handled on a case by case basis. Management will consult with the relevant Shop Steward on any such proposal and will provide them with all the details of the proposal. Unless the relevant union agrees, no employee will be engaged on a specific task or period of time basis beyond the 12 week probationary period detailed in sub-clause 20 (a).

21. CONSULTATIVE PROCESS

(a) In an endeavour to increase productivity by the reduction of absenteeism, discussions will take place, at the Consultative Committee level, to investigate ways of reducing absenteeism in relation to sick leave, Workers Compensation and unpaid absences.

(b) Various new measures have been introduced in this Agreement. These include changes to the taking of RDOs, Sick Leave, Annual Leave, the employment of Casual Employees, classifications, wage rates and consultative arrangements in relation to on-site and off site work. The Consultative Committee will monitor the introduction of these new measures and work to ensure that they are properly implemented.

(c) Any further interest in changes to hours of work (including a 9-day fortnight) will be considered by this consultative process. The agreement of the parties to this Agreement will be required for any change to be implemented.

22. PROTECTION OF EMPLOYEE ENTITLEMENTS

The Company agrees to a process of consultation with employees and their unions about the ability of the Company to meet employee entitlements.

In particular, following the publication of the Company's annual accounts each year, the Company will provide an audited account to the employees and their unions. The report will include:

(i) The total assets of the Company including current and noncurrent assets.

(ii) Summary of the liabilities of the Company (including unpaid wages, annual leave,

long service leave, sick leave, superannuation contributions and redundancy payment estimates).

(iii) The quantum of current assets that could be liquidated to cover employee entitlements. The ratio of current assets to employee entitlements is to be reported and highlighted if less than 1.5.

(iv) The methods and timing of reviews of security of employee entitlements.

(v) Details of amounts owing to the applicable superannuation funds and confirmation that external independent trustees manage these funds.

(vi) Confirmation that the Company is the employing entity.

The employees and unions are to treat the report as confidential.

23. PERSONAL LEAVE

(a) Personal leave will be able to be used for up to 14 weeks paid maternity leave and 2 weeks paid paternity leave, which will be deducted from any accrued personal leave. The maternity and paternity leave provisions in the Award are to be followed for approval of such leave.

(b) For the purposes of determining sick leave entitlements, an individual employee's sick leave year is considered to commence on the anniversary of the commencement date of their employment. Commencing from the beginning of their next sick leave year after 21 October 2003, an individual may take uncertified leave on up to three occasions of no more than two consecutive days within any sick leave year.

24. APPRENTICE TRAINING

The Company is committed to providing opportunities for training of apprentices as a means of maintaining suitably skilled labour to carry on internal operations. Numbers and skill groups will vary from time-to-time to match needs at those times. Employment may be either direct to the company or via specialist Group Training Schemes.

The wage rates for all apprentices working on site will at the minimum be the apprentice wage rate percentages in the Award applied to the site C10 tradesperson wage rate.

25. ANNUAL LEAVE AND PLANT SHUTDOWNS

(a) For the purposes of the majority of employees taking Annual Leave, the Company will normally shutdown the Castlemaine plant for a minimum period of 14 calendar days from late December. The actual dates and duration of this shutdown will be advised to employees at least 6 months in advance, subject to confirmation 4 weeks prior to commencement.

(b) An additional shutdown for a minimum period of 7 calendar days duration may be declared on a plant or section basis. This will normally be adjacent to Easter, but may be varied by agreement between the parties. The actual dates and duration of any such shutdown will be confirmed by the commencement of the December shutdown.

(c) Any remaining Annual Leave will be taken on the basis of individual employee application and management approval.

26. REDUNDANCY

(a) Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that

decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

(b) The terms of the Metal Industry Award 1984 Part 1, clause 42 Redundancy, sub-clause (a) Discussions before terminations, will apply prior to any redundancies.

(c) When redundancies are to occur, volunteers will be invited within an agreed timeframe of 10 calendar days. management reserves the right to make the final decision on who will be retrenched, however subject to the retention of required skills and the total number of employees to be made redundant, volunteers for redundancy will be accepted.

(d) The redundancy provisions in this agreement do not apply to "Employees Exempted" as defined in clause 4.4.3(a) of the Metal Engineering & Associated Industries Award 1998 Part I.

(e) Severance pay is to be calculated on the basis of "ordinary time earnings". For the purposes of this agreement, "ordinary time earnings" means an employee's award classification rate, any over-award payment, tool allowance, leading hand allowance and shift allowance. Weekend penalties, overtime penalties and all other allowances and payments are excluded.

(f) Employees made redundant under this agreement shall be entitled to the following conditions:

(i) Employees with less than 5 years service shall be given 3 weeks notice or payment in lieu. Where the Award nominates a period in excess of 3 weeks notice, such notice shall be given or payment in lieu.

(ii) An employee required to work through the period of notice will be entitled to a total of 24 hours leave with pay for the purposes of seeking alternative employment.

(iii) Pro-rata Long Service Leave will be paid for all service in excess of 5 years.

(iv) Annual Leave entitlements will be paid with the addition of 17.5% loading.

(v) Severance payment will be paid as 3 weeks pay, plus 3 weeks pay for each of the first 5 years of service, thereafter 2.5 weeks pay for each additional year of service to a maximum of 20 years service. Pro-rata service payments will be made on the basis of completed months of service.

(vi) Superannuation payments, where applicable, will be paid as provided in the appropriate Superannuation Trust Deed and Rules.

(vii) Sick Leave credits accrued after 21st October 2003 will be paid out up to a maximum of 380 hours. The entitlement to Sick Leave shall now be calculated using the following technique:

Step 1. Calculate the total number of weeks falling between 21 October 2003 and the date of the Redundancy, then multiply by 1.23 hours. The resulting number of hours will establish the "Potential Accrual" of Sick Leave for all employees. This is the maximum Sick Leave benefit payable, subject to the upper limit of 380 hours.

Step 2. For each individual, the amount of Sick Leave pay entitlement is equal to the lesser of the "Potential Accrual" from Step 1, and the individual's actual accrual balance at the date of Redundancy.

(viii) Those individuals who have an accrual of Sick Leave remaining after payment of the amount as indicated in (vii) Step 2, shall be able to access the remainder for a period of 12 months from the date of Redundancy on the following basis:

(a) Those employees who obtain alternative employment can claim the sick leave in accordance with award provisions, providing they supply satisfactory medical evidence and notification from the new employer.

(b) Employees who are unemployed will be entitled to claim the sick leave on production of medical evidence stating that the person is unable to work for a period of not less than 2 weeks.

(c) Any employees who are re-employed within a period of 12 months will have this sick leave re-credited to their records.

(ix) Retrenched employees will be contacted when vacancies occur. This personal contact will continue for a period of 12 months.

All retrenched employees will be supplied with a certificate of service on request.

27. RENEWAL OF AGREEMENT

Discussions on a new Agreement may commence from 1 July 2006.

Signed by the parties to the
Thompsons, Kelly & Lewis (Castlemaine) Certified Agreement 2003

Signed for and on behalf of the

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

This day of 2003.

Signed for and on behalf of the

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FACSIMILE

AUSTRALIAN INDUSTRY GROUP
20 Queens Road, Melbourne 3004
Phone 03 9867 01 11 Fax 03 9867 0199

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This day of 2003.

Signed for and on behalf of the

Thompsons, Kelly & Lewis Pty Ltd,

This day of 2003.

Australian Services Union

Signature

(Name - Please print)

DATED THIS DAY OF 2003
(Day - in words) (Month)

Signed by the parties to the
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APPENDIX A

METAL AWARD CLASSIFICATION & WAGE STRUCTURE

1. Company and Unions have agreed to a schedule of wage rates for the Castlemaine Site. The schedule (see below) indicates the award rate and the margin to be paid for all Metal Award Employees from Production Employees and Tradespersons under Part I of the Award through to Technicians and Engineers (shaded section) under Part II.

METAL, ENGINEERING AND ASSOCIATED INDUSTRIES AWARD 1998

Final Transition to a Competency Based Wage Structure

Wage Level	Classification		Award	Margin	Wage Rate from 21/10/03
C1(B)	Professional Engineer Professional Scientist	Level IV Level IV	995.10	221.60	1,216.70
C1(A)	Professional Engineer Professional Scientist	Level III Level III	870.00	267.50	1,137.50
C2(B)	Experienced Engineer Experienced Scientist	Level II Level II	786.50	186.80	973.30

Principal Technical Officer

C2(A)	Leading Technical Officer Principal Supervisor/Trainer/Co-Ordinator		748.80	194.10	942.90
C3	Engineering Associate (Advanced Diploma Level II Eng)		727.90	184.50	912.40
C4	Engineering Associate	Level I	686.20	195.90	882.10
C5	Engineering Technician Advanced Engineering Tradesperson Graduate Engineer Graduate Scientist	Level V Level II Level I Level I	665.40	184.00	849.40
C6	Engineering Technician Advanced Engineering Tradesperson Graduate/Diplomate Scientist (3 Year Course)	Level IV Level I Level I	644.50	171.90	816.40
C7	Engineering Technician Engineering Tradesperson Special Class	Level III Level II	602.80	147.80	750.60
C8	Engineering Technician	Level II	583.90	142.50	726.40
C8	Engineering Tradesperson Special Class	Level I	583.90	159.70	743.60
C9	Engineering Technician	Level I	563.10	121.70	684.80
C9	Engineering Tradesperson	Level II	563.10	165.90	729.00
C10	Engineering Tradesperson Production System Employee	Level I	542.20	172.70	714.90
C11	Engineering Production Employee	Level IV	508.50	161.70	670.20
C12	Engineering Production Employee	Level III	487.60	159.90	647.50
C13	Engineering Production Employee	Level 11	465.10	133.30	598.40

Part 1 Wage Rates

The rates shown do not include Tool Allowances or Foundry Disability Allowances.

APPENDIX A

2. The re-structure has removed a number of task based wage gradings as listed below and transfers them to a skills based grading. No person will lose any money through

this process and in some cases an increase in wages will be the outcome.

C9/2	Inspector	Becomes	C7
C9/3	Toolmaker	Becomes	C9
C9/4	Patternmaker	Becomes	C9
C9/5	Special Class Welder	Becomes	C9
C12/1	2nd Class Machinist	Becomes	C12
C12/2	Storesperson	Becomes	C11
C12/4	Furnaceman	Becomes	C12
C12/6	Fettler/Shotblast	Becomes	C12
C12/7	Crane Chaser	Becomes	C12

3. Non Tradespersons below the level of C10 will in future fall into the following general categories:

* Storespersons	C11
* Material Movers	C11
* 2nd Class Machinists	C12
* Production Assistants	C12
* Temporary Vacation Labour	C13

Movement from C12 to C11 shall be achieved through:

- For Storespersons, attaining the competencies required to satisfactorily perform the Storesperson's tasks.
- For Material Movers, having a current permit of competency or licence to operate any two of the following - heavy vehicles, forklifts, bobcats, mobile cranes.
- For Second Class Machinists, by attaining a further 32 points as per the classification and competency standards of the award.

An employee at C1 1 will be expected to perform any of the duties listed above for which they are competent.

4. Employees of the Railway Product Division may progress to C12, C11 and C10 in accordance with the requirements of Appendix B. C13 is not used for any Rail Shop employees who have attained competency at any of the skills listed in Appendix B.

5. For tradespersons to achieve reclassification to a higher classification level than the C10, base trade classification, the classification and competency standard provisions of the Award will apply. Within six months of the certification of this Agreement, the Company and Unions will complete the process of establishing the base and additional competencies that apply to the trades on the site.

6. Technical employees will continue to be classified and able to seek reclassification in accordance with established arrangements. When competency standards are finalized for technical employees these employees will be able to seek reclassification in accordance with award provisions and such competency standards.

APPENDIX B

CLASSIFICATION REQUIREMENTS - RAIL SHOP EMPLOYEES

Work	Description	Engineering	Production	Engineering
Instruction		Employee		Tradesperson
No. 8500		Level II	Level III	Level IV
				Level 1

Attachment	C13	C12	C11	C10	
A	Rail Planing Machine	-	-	-	O
B	Radial Drill	-	X	X	X
C	Horizontal Rail Press	-	X	X	X
D	Rail Saw	-	X	X	X
E	Horizontal Rail Drill	-	X	X	X
F	Universal Milling Machine	-	-	-	O
G	Block Milling Machine	-	X	X	X
H	Flame Hardening Machine	-	X	X	X
J	Vertical Press	-	X	X	x
K	Fitting of Points	-	-	-	O
L	Fitting of Crossings	-	-	-	O
M	Crane Chaser	-	-	Must	Must
P	Slewing Mobile Crane	-	X	X	X
Q	Punch	-	X	X	X
R	Shaper	-	X	X	x
S	Threading of Crossing Bolts	-	X	X	x
TOTALS	-	-	Any one (1) marked "X"	Any four (4) marked "Y"	Any five (5) marked "X" plus Any one (1) marked "O"

APPENDIX C

CLERICAL AWARD CLASSIFICATION AND WAGE STRUCTURE

Wage Classification	Award	Margin	Wage Rate
Grade 1			
First 6 months	497.10	65.90	563.00

6 to 12 months	502.20	70.80	573.00
12 months plus	507.40	71.60	579.00
Grade 2			
First 6 months	517.60	78.40	596.00
6 to 12 months	522.70	79.30	602.00
12 months plus	527.90	84.10	612.00
Grade 3			
First 6 months	535.00	82.00	617.00
6 months plus	542.20	84.80	627.00
Grade 4			
	570.00	102.00	672.00
Grade 5			
	603.00	100.00	703.00
Grade 6			
	643.00	88.00	731.00

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