

**REGISTER OF**

**ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/226

**TITLE: James Hardie, Rosehill Enterprise Agreement 2003**

**I.R.C. NO:** IRC4/3943

**DATE APPROVED/COMMENCEMENT:** 16 July 2004/10 July 2003

**TERM:** 35 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/196

**GAZETTAL REFERENCE:** 20 August 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 27

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees of James Hardie Pty Limited at 10 Colquhoun Street, Rosehill, NSW, who fall within the Fibre Cement (State) Award

**PARTIES:** James Hardie & Coy Pty Ltd -&- the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch

# **JAMES HARDIE, ROSEHILL ENTERPRISE AGREEMENT 2003**

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## **2. Application of Agreement**

This agreement will apply to James Hardie Pty Limited and employees of James Hardie Pty Limited who are employed to perform duties that are consistent with the classification structure described in Clause 13 Wages of this Agreement at the site at 10 Colquhoun Street Rosehill.

### **3. Parties Bound**

The parties to this agreement shall be:

- (i) James Hardie Pty Limited
- (ii) Employees of James Hardie Pty Limited whether members of the organisation referred to in subclause (iii) hereof or not who are engaged in duties which are consistent with the classification structure described in Clause 13 of this Agreement and
- (iii) The Liquor, Hospitality and Miscellaneous Workers Union, NSW Branch

### **4. Date and Period of Operation**

- (i) This agreement shall operate from the 10th July 2003 and shall remain in force until 30 June 2006.
- (ii) Negotiation for a new agreement will commence three months before the expiry date of this agreement.

### **5. No Extra Claims**

Up to the nominal expiry date of this agreement, the Unions and the employees will not pursue any extra claims relating to wages or changes to conditions of employment of the employees whether dealt with in this agreement or not.

### **6. Relationship to Parent Award**

This Agreement shall be read and interpreted wholly in conjunction with the Fibre Cement (State) Award, provided that where there is any inconsistency between this agreement and the Fibre Cement (State) Award, and this Agreement shall prevail to the extent of the inconsistency

### **7. Terms of Employment**

- (i) Employment for the first four weeks of continuous service shall be from day to day at a proportion of the weekly rate fixed; provided that if an employee is dismissed by the employer during this period for reasons other than misconduct, he shall be paid at the casual rate.
- (ii) After the first four weeks of continuous service, employment shall be on a weekly, part-time or casual basis.
- (iii) "Weekly employee" shall mean an employee employed by the week and paid by the week.
- (iv) A week's notice shall be given on either side at any time to terminate the employment of a weekly employee or the employer shall pay a week's pay in lieu of notice or the employee shall forfeit a week's pay in lieu of such notice.
- (v) "Part-time employee" shall mean an employee engaged by the week but who is required to work a constant number of ordinary hours each week less than the ordinary number of hours prescribed for weekly employees. Part-time employees shall be entitled to the pro rata benefit of all of the provisions of this agreement which apply to weekly employees.
- (vi) "Casual employee" shall mean an employee engaged as such for a period of less than one week. The employment of a casual employee may be terminated by one hour's notice.
- (vii) Nothing herein contained shall be construed so as to limit the rights of an employer to dismiss an employee without notice for misconduct or to deduct from the employee's wage any time absent from duty in any one week unless such absence is sanctioned by this agreement or is permitted by the employer.

- (viii) In the event of the work of the factory or workshop being stopped by a breakdown of machinery or by fire or as a result of strikes or any other stoppages beyond the control of the management, all weekly employees who present themselves for work shall be found work for that day or shall be paid one day's wages in lieu thereof. The employer may, when such breakdown or stoppage occurs, give notice to the employees that their services shall not be required on the following day. The employees shall not be entitled to any further payment in respect of any further days on which they are out of employment by reason of such breakdown or stoppage.
- (ix) For the purpose of calculating service or continuity of employment in respect of long service leave, annual leave and/or sick leave payments under this agreement, any break of employment occasioned by the operation of subclause (viii) of this clause shall be disregarded.
- (x) Statement of Service: Upon request by an employee, the employer shall give an employee a signed statement of service upon termination. Such statement shall certify the period of commencing and ceasing employment and the class of work upon which the employee was employed.

The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

- (xi) "Agreement" shall mean the James Hardie, Rosehill Enterprise Agreement.
- (xii) Redundancy provisions - Employees who are made redundant by James Hardie Australia Pty Limited at their fibre cement site at 10 Colquhoun Street, Rosehill shall be dealt with in accordance with the agreement reached between James Hardie Australia Pty Limited and the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch and other site Unions concerning the terms of the agreed redundancy package to apply on and from 23 October, 1997 to affected employees employed at 10 Colquhoun Street, Rosehill, NSW.

## **8. Anti Discrimination**

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

## 9. Hours

- (i) Day Workers: The ordinary hours, exclusive of meal times, shall be an average of 38 per week over a full roster cycle and shall not exceed eight per day, Monday to Friday, inclusive, between the hours of 6.00 am and 6.00 pm.
- (ii) Day Workers - Distribution Department employee's ordinary hours shall not exceed 10 per day. An employee may by agreement with the Company work their ordinary hours from 5.00 am. This agreement may be terminated by either party giving one weeks notice.
- (iii) Part-time Employees: The ordinary hours of work of part-time employees, exclusive of meal times, shall be less than 38 per week and in accordance with the provisions defined in subclause (v), of clause 7, Terms of Employment, of this agreement.

- (iv) Shift Workers

- (a) The ordinary working hours of employees working on either a two-shift or three-shift roster system shall be an average of 38 per week over a full roster cycle; in each case the shifts shall be worked by rotating shifts not exceeding eight hours each.
- (b) A shift shall be known and shall be regarded as being wholly within the day upon which it commences even though part of such shift may carry over into the following day.

Provided that where, at the request of the employees concerned, the method of working shifts is changed so as to provide for a commencement of the weekly shifts at or before midnight shall be paid for at the rate of double time; Provided further, that all ordinary time worked on a shift, the greater part of which falls on a Saturday, shall be paid for at the rate of time and one-half.

Such extra rates shall be in substitution for and not cumulative upon the shift allowance prescribed in clause 15, Shift Work Allowance for Shift Workers.

- (v) An employee who has completed a period of work, including overtime, shall not recommence duty before at least ten hours have elapsed.

The provisions of this subclause shall apply as if eight hours were substituted for ten hours when overtime is worked:

- (a) For the purpose of changing shift rosters; or
  - (b) Where a shift worker does not report for duty; or
  - (c) Where a shift is worked by arrangement between the employees themselves.
- (vi) The starting and finishing times of all employees when once fixed shall not be altered without seven days' notice to the employees concerned; provided that, by agreement between the employer and the Union and/or the union delegate, the starting and finishing times may be altered without such notice being given.

## 10. 12-Hour Continuous Shifts

- (i) This clause contains the terms and conditions of employment for employees working 12 Hour Shifts on a 7 day roster. Where there is inconsistency between this clause and any other provisions of this agreement this clause shall take precedence to the extent of the inconsistency.
- (ii) Hours of Work and Overtime Payments
  - (a) An average of 42hours per week in any 8 week cycle will be worked including 4 hours overtime. (38 hours ordinary + 4 hours overtime)

- (b) A Wage averaging system has been established which shall provide employees with the same gross amount each week for time worked and when on annual leave.
- (iii) The wage will be averaged as follows:
- (a) For employees working on a continuous shift operation it is 56% above the weekly rates specified in Clause 13 Wages, This is incorporating components for ordinary time, four hours overtime and penalties for working shifts, weekend work and public holidays and annual leave loading.
  - (b) For employees working a day shift operation it is 44% above the weekly rates specified in Clause 13 Wages. This is incorporating components for ordinary time, four hours overtime and penalties for weekend work, public holidays and annual leave loading.
  - (c) The above averaged wages will not apply to overtime worked in excess of the roster or to sick leave. In such cases the payment will be calculated from the rates specified in the wages clause.
  - (d) Overtime outside the roster arrangement will be paid for at double the rate specified in the wages clause. Where such overtime exceeds 1.5 hours a rest period of 30 minutes will apply and a meal allowance as per legislative requirements will be paid, if 24 hours notice of such overtime has not been given.
  - (e) It is agreed that only in exceptional circumstances employees should be required to work overtime after their shift. In the event of overtime being necessary employees rostered off duty will be offered the overtime.
  - (f) If overtime is to be worked, following the completion of a shift, the overtime is not to exceed 4 hours and shall not accrue for more than a total of 8 hours in any one block of 4 shifts in such circumstances. Provided that the employer shall have regard to the relevant occupational health and safety consideration where such overtime is worked.
  - (g) Any overtime worked on a non-rostered day will attract a minimum payment of 4 hours at double time the rate in the wages clause.
- (iv) A shift roster will operate for a minimum of 16 weeks. Rosters will be designed to afford maximum continuous time off periods to employees eg: 4 days on 4 days off.
- (v) The company when notifying commencement or ceasing of 12 hour shifts will give 4 weeks written notice to the employees affected. Where a 12 hour shift has already been introduced and an employee elects to go on it, the notice period may be waived by mutual consent.
- (vi) Annual leave will be as follows:
- (a) Entitlement- Employees (other than casual employees) shall at the end of each year of employment be entitled to an annual holiday on full pay for 16 twelve hour shifts (192 hours). The annual Leave loading (20%) is included with average pay calculations.
  - (b) The annual holiday shall be paid for in advance at the averaged rate of wages immediately prior to that holiday, except where an employee at the time of commencing leave is being paid a higher rate than the averaged rate, the higher rate shall apply.
  - (c) Calculation of annual holiday pay- Annual holiday pay (including any proportionate payments) will be calculated as the rate of wage to be paid to a 7 day 12 hour shift worker on annual leave shall be as per the averaging pay system outlined in 10(ii) above.
- (vii) Arrangement for taking annual leave -
- (a) The annual holiday shall be given and taken either in one consecutive period or if the employee and the company agree up to four separate periods.

- (b) Annual leave shall be granted at times which are convenient to the company with at least four (4) weeks notice to employees or a lesser period if mutually agreed upon.
- (c) If the employee and the company agree, the annual holiday may be taken wholly or partly in advance before the employee has become entitled to the annual holiday. Where the annual holiday or any part has been taken before the right to the annual holiday has accrued, the right to a further annual holiday shall not commence to accrue until after the year finishes in which the annual leave would have accrued.
- (d) Closedown - Where the company closes down a plant for the purpose of allowing Annual Holiday and there are employees who have not accrued adequate annual holiday, the company may:

Pay those employees an amount equivalent to the pro-rata annual leave accrued and stand them off during the balance of the closing down without pay; or

Allow those employees to take the full paid annual holiday, in which case no further annual holiday will commence to accrue until after the year finishes in which the annual leave would have accrued.

(viii) Termination -

- (a) If employment is terminated, entitlement to any accrued leave is presumed to be taken from date of termination. The company shall pay to the employee an amount equivalent to the averaged pay as calculated in 10 (ii) above for the projected roster.
- (b) For that portion of any incomplete year the employee shall be paid, in addition to all other amounts due an amount equal to five-forty-sevenths (5/47) of their ordinary pay for the incomplete year.

(ix) Crib Breaks -

- (a) Crib Breaks will total 1 hour per shift. One break will be 30 minutes, the remaining 30 minutes may be taken as either one 30 minute break, two 15 minute breaks or three 10 min breaks as agreed. Such time will be counted as time worked.
- (b) Crib breaks shall be taken as agreed in such a way so as not to interfere with production being carried on.

(x) Rostered Days Off (RDO) - For the purposes of 7 day 12 hour roster, RDO's are represented in the days off part of the cycle.

(xi) Job Rotation - Jobs will be rotated every 4 hours, or as agreed, in areas where work is repetitive or physically demanding.

(xii) Public Holidays - Payment for all public holidays has been built into the average pay system. It is envisaged that Christmas Day, Boxing Day and New Years Day will fall each year in the annual plant closedown. Employees whose projected roster falls on any of these Public Holidays will not have to deduct time from their Annual Leave entitlement to maintain average pay for this period. In addition, if work is conducted on Christmas Day, Boxing Day or New Year's Day, continuous shift workers will be paid double time and a half at their average pay rate.

(xiii) Sick Leave- Employees who work on 12 hour shifts shall be entitled to the provisions of the sick leave clause of this agreement

- (a) An employee during the first year of employment shall not be entitled to sick leave in excess of 48 hours at 38 hourly rate.

- (b) An employee in second and subsequent years of service shall not be entitled to sick leave in excess of 96 hours at 38 hourly rate.

**11. 12 Hour- 5 Day Shift**

- (i) The rostered hours of shift work shall be 6.30 am to 6.30 pm for day shift and 6.30 pm to 6.30 am for night shift.
- (ii) Weekly pay will be averaged to pay 38 hours per week. Each roster cycle takes six weeks (this is needed to accommodate a 12 hour RDO).
- (iii) Further the Company when notifying commencement of a 12 hour shift - 5 day roster or ceasing of same shall give 4 weeks written notice to employees so affected. Provided that where a 12 hour shift has already been introduced and an employee(s) elect to go onto same, the abovementioned notice period may be waived by mutual consent between the employee(s) and the company.
- (iv) Shift allowance / premium payment to be commensurate to 8 hour - 3 shift roster (start / finishing times which were - afternoon shift 2.30 pm to 10.30 pm - 17.5% and night shift 10.30 pm to 6.30 am - 20 %).

Therefore shift allowance applicable to a day shift 6.30 am to 6.30 pm is 17.5% for 4 hours being 2.30 pm to 6.30 pm NB the effective shift allowance for a day shift is 5.8%.

Shift allowance applicable to a night shift 6.30 pm to 6.30 am is 17.5% for 4 hours from 6.30 pm to 10.30 pm and 20% for 8 hours from 10.30 pm to 6.30 am NB the effective shift allowance for night shift is 19%.

Over a 6 week cycle 9 day shifts are worked taking 1 RDO, 8 night shifts are worked and 2 Friday night shifts are worked attracting a 50% premium from midnight Friday to 6.30 am Saturday.

- (v) If a shift or part of a shift is not worked, the shift allowance is not payable for that shift or part of the shift and there will be a shift allowance deduction. The deduction will account for a commensurate rate for afternoon or night shift fixed allowances or for Friday night variable premium (the Friday night premium covers a 6.5 hour period 12 pm to 6.30 am).
- (vi) Provided further that for work performed on a public holiday refer clause 15, Holidays of this agreement. Public Holiday penalties shall be in substitution for and not cumulative upon the penalties and nominated in the above mentioned sub clauses.
- (vii) A shift shall not exceed 16 hours in total, including maximum 4 hours overtime, by agreement with the employee. Provided that the employer shall have regard to the relevant occupational health and safety considerations where such overtime is worked.

Example: see appendix 2 pay and shift allowances plus Friday night premium for a Level 3 Employee (\$708.85 per week from date of ratification)

You will be paid shift allowance for the hours worked per week, during a 6 week cycle, there will be one week of 48 hours and five weeks of 36 hours (a 12 RDO is taken)

If we were to follow a shift for actual shifts/hours worked per week

Weeks	W1 (fri premium)	W2	W3	W4 (fri premium)	W5	W6
Shift allowance hours worked	29.5hrs	36hrs	36hrs	41.5hrs	36hrs	36hrs



\$ Value of shift allowance)	\$80.54	\$98.28	\$98.28	\$113.30	\$98.28	\$98.28
Friday premium hours worked	6.5hrs			6.5hrs		
\$ Value of Friday premium (	\$60.58			\$60.58		
Composite Pay)	\$708.85 + \$80.54 + \$60.58	\$708.85 + \$98.28	\$708.85 + \$98.28	\$708.85 + \$113.30 + \$60.58	\$708.85 + \$98.28	\$708.85 + \$98.28
Total Pay	\$849.97	\$807.13	\$807.13	\$882.73	\$807.13	\$807.13

(viii) Rostered Day Off

Manufacturing

All RDO's are on day shift

Each manufacturing crew will have a 12hr RDO every 6 weeks = 8 per year

Each machine and crew will have an RDO day - see table below

Wet side Leading Hands will have a different RDO to team members

The machine on RDO will start up at 6.30pm

CREW ON DAY SHIFT		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
A	No 5m/c	RDO					
B	Primeline	RDO					
B	No 6m/c		RDO				
C	Superline		RDO				
C	No 5m/c			RDO			
A	Primeline			RDO			
A	No 6m/c				RDO		
B	Superline				RDO		
B	No 5m/c					RDO	
C	Primeline					RDO	
C	No 6m/c						RDO
A	Superline						RDO

(ix) Overtime

All time worked in excess of the hours outside the starting and finishing times prescribed therein shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time thereafter except Sunday where double time will apply.

(x) Annual Leave

As per the *Annual Holidays Act 1944*, annual leave accumulates at 152 hours per annum

Leave loading (20%) or shift allowance, which ever is the greater, will be paid commensurate to the roster which applies at the time a taking annual leave, exclusive of penalty rates (i.e. Friday night premium)

(xi) Sick Leave

Provided that where an employee has worked greater than 3 months, Sick Leave accumulates at 38 hours per annum in the first year and 76 hours per annum in the second and subsequent years

There shall be an unlimited accumulation of untaken sick leave

(xii) Public Holidays

If the plant is not operating on a public holiday, the shifts which are scheduled on will be paid (PH) normal time for the shift (12 hours) and the shift which is not scheduled on and does not work will not get paid (PH) normal time for the public holiday

If the plant is operating on public holidays, the shifts which are rostered on and work will get paid one and a half times the normal rate of pay in addition to the normal time paid for the 12 hour shift pay, and the shift which is not scheduled on and does not work will not get paid (PH) normal time for the public holiday. If this shift works, team members will be paid at double time and a half for working on the public holiday.

When a public holiday falls on allocated RDO, then the RDO remains in the bank, to be taken at a later date with agreement of the employer and employee

(xiii) Crib Breaks

Two Crib breaks will apply to each 12 hour shift and shall be a total of 50 minutes - such time will be counted as time worked. Crib breaks shall be taken in such a way so as not to interfere with production being carried on.

(xiv) Other Provisions

Other provisions not covered in this document, relative to the appropriate workgroup, shall be consistent with the Fibre Cement Award for the operation of a 38 hour week.

## **12. Operation of 38 Hour Week**

- (i) Ordinary hours of work shall be an average of 38 per week as provided in clause 9, Hours.
- (ii) Circumstances may arise where roster cycles of varying lengths will apply to various groups or sections of employees in the plant or establishment concerned.
- (iii) Except as provided by subclause 12 (iv) of this clause, an employee shall be advised by the employer at least four weeks in advance of the week day he is to be rostered off duty.
- (iv) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to be rostered off duty for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
- (v) An individual employee, with the agreement of his employer, may substitute the day he is rostered off duty for another day.

## **13. Wages**

- (i) The minimum rate of pay of any current classification shall, subject to the other provisions of this agreement, be the rates as set out in sub-clause (vii) below.
- (ii) The rates for allowances for the new classification structure shall be as set out in Table 1, Other Rates and Allowances.

(iii) Payments and Timing

From 10th July 2003	4% increase
From the beginning of the first full pay period after 30 June 2004	4% increase
From the beginning of the first full pay period after 30th June 2005	4% increase

(iv) CPI Safety Net

If the all groups CPI (Weighted average of eight capital cities) as measured by the Australian Bureau of Statistics for any 12 month period ending 30th June during the life of this agreement exceeds 4.25% the parties will review the next wage increase effective after the date of publication of that figure

(v) Classification Structure

The following Table is the classification structure.

Process Teams
Team Member Level 6 Process Competency Certificate 3
Team Member Level 5 Process Competency Certificate 2 plus NOMINATED UNITS from Cert. 3
Team Member Level 4 Process Competency Certificate 2 plus NOMINATED UNITS from Cert. 3
Team Member Level 3 Process Competency Certificate 2 COMPLETE
Team Member Level 2 Process Competency Certificate 1 COMPLETE
Team Member Level 1 ➤ In training for Process Competency Certificate 1

"Process Competency" means National Manufactured Mineral Products Competency Standards, National Transport and Distribution Competency Standards or Metal & Engineering Competency Standards.

(vi) Wage Rates

(a) The following table shows the wage increases payable during the life of the agreement for Day Workers:

Level	Incr 4% Day Work	Incr 4% Day Work	Incr 4% Day Work
6	\$823.23	\$856.16	\$890.41
5	\$741.56	\$771.22	\$802.07
4	\$727.97	\$757.09	\$787.37
3	\$708.85	\$737.21	\$766.70
2	\$693.96	\$721.72	\$750.59
1	\$680.34	\$707.55	\$735.85

- (b) The following table shows the wage increases payable for the life of the agreement for 7 day 12 hour roster

Level	Incr 4% 7 Day	Incr 4% 7 Day	Incr 4% 7 Day
6	\$1,284.24	\$1,335.61	\$1,389.02
5	\$1,156.84	\$1,203.11	\$1,251.23
4	\$1,135.63	\$1,181.06	\$1,228.30
3	\$1,105.81	\$1,150.04	\$1,196.04
2	\$1,082.58	\$1,125.88	\$1,170.92
1	\$1,061.33	\$1,103.78	\$1,147.93

(vii) Leading Hand Allowance

Where an employee is appointed permanently or temporarily to a position as a Leading Hand they will receive the following allowance in addition to their normal ordinary weekly rate of pay for their classification shown in table above

- (a) Day Work Leading Hand: - see item 10 of Table 1 Other Rates and Allowances
- (b) 5 Day Shift Work Leading Hand or Day Work Leading Hand reporting directly to Department Manager: - see item 11 of Table 1 Other Rates and Allowances
- (c) 7 Day Shift Work Leading Hand: - see item 12 of Table 1 Other Rates and Allowances

This allowance shall be paid for all purposes (this will include overtime, annual leave, long service leave etc where the employee is receiving the allowance at the commencement of the leave).

- (viii) A Higher Duties Allowance shall be an amount as set out in Item 9 of Table 1 - Other Rates and Allowances and is paid on occasions where a person relieves a Leading Hand but who is not fully qualified to do so and only undertakes a limited range of duties and responsibilities as set out in the Leading Hand position description. The employee shall be advised of the extent of the duties to be performed before taking up the duties. The employee will receive this allowance for the time that they are required to perform the duties. Where they are required to perform the duties for more than 2 hours in one day they shall be paid the rate for the full day.

- (ix) Casual hands shall be paid at the rate fixed for the class of work they are called upon to do plus 20%.

- (x) Part-time employees working less than 38 hours per week shall be paid a weekly wage calculated on an hourly basis by dividing the appropriate weekly wage prescribed for the class of work performed by 38, plus an additional loading of 20%.

- (xi) First Aid Work: Any employee appointed to act as a first aid attendant in addition to normal duties shall be paid an additional allowance per day and/or shift as set out in Item 1 of Table 1.

- (xii) The minimum rates of pay for junior male employees shall be the following percentages of the appropriate rate of pay prescribed for the "all others" classification of this agreement.

(a) Day Work - Percentage Per Week

Under 18 years of age	80
At 18 years of age and over	100

(b) Shift Work - Percentage Per Week

Under 18 years of age	95
At 18 years of age and over	100

- (c) The rates prescribed in paragraphs (a) and (b) of this subclause shall be calculated to the nearest 5 cents. In adjusting such rates and result in the final calculation below two and one half cents to be disregarded.

#### **14. Commitment to Training**

The parties to this Agreement are committed to the voluntary training program identified in the classification structure at clause 13 of this Agreement.

#### **15. Shift Work Allowance for Shift Workers**

- (i) Adult shift workers, whilst on afternoon and/or night shifts, shall be paid per shift an amount as set out in Item 2 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates, for afternoon shifts and an amount as set out in Item 3 of the said Table 1 for night shifts in addition to the rates prescribed in clause 13 of this Agreement for afternoon and night shifts.
- (ii) Adult shift workers who do not work day shift in regular rotation shall be paid an amount as set out in Item 4 of Table 1 whilst on afternoon shift and an amount as set out in Item 5 of Table 1 whilst on night shift, in addition to the rates prescribed in clause 13 of this Agreement for afternoon and night shifts.

#### **16. Overtime**

- (i) All time worked in excess of the hours mentioned in clause 4, Hours, or outside the starting and finishing times prescribed therein shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time thereafter; provided that where a day worker is called upon to commence duty between midnight and 6.30 am he shall be paid at the rate of double time for all time worked during the said period unless agreement is reached under Clause 9 (ii) - Hours of this Agreement.
- (ii) Any employee required to work overtime during the weekend, Saturday and/or Sunday or on holidays, except in the case of breakdowns, shall be given, where possible, at least three days' notice that he will be required to work.
- (iii) All time on duty on a Saturday shall be paid for at overtime rates with a minimum payment of four hours at such rates; provided that such minimum payment shall not apply to overtime worked as a continuation upon ordinary hours on a Friday.
- (iv) If, after having completed his/her ordinary day's work and after the signal terminating the shift has blown, an employee is then informed of the requirement to work overtime, he/she shall be paid at the appropriate overtime rate with a minimum of two hours.
- (v) When an employee, after having worked overtime or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide him/her with a conveyance to the nearest public transport or shall pay him his current wage for the time reasonably occupied in reaching his/her home.
- (vi) Where an employee attends training outside their normal rostered hours the following rates will apply
  - (a) where the training is at the request of the employee or necessary to maintain existing competencies relevant to their position, payment shall be made at single time at the 38 hour week rate
  - (b) Where the training is undertaken at the direction of the Company payment shall be made at appropriate overtime rates
- (vii) The following payments will be made for employees who are not on rostered shift to attend meetings on site

RCIT Meetings -time and one half at the 38 hour week rate

Team Briefings - overtime at the 38 hour week rate

FEPI Meetings - overtime at the 38 hour week rate

Gainsharing Committee Meetings -time and one half at the 38 hour week rate

Safety Committee Meetings - time and one half at the 38 hour week rate

All other meetings called by the Company - overtime at the 38 hour week rate

### **17. Sunday Work**

All time of duty on a Sunday shall be paid for at the rate of double time with a minimum payment of four hours at such rate.

### **18. Meal Times, Meal Allowances and Crib Breaks**

- (i) Day Workers shall be allowed not less than 30 minutes nor more than 45 minutes for a meal between 12 noon and 1.30 pm.
- (ii) Shift workers shall be allowed twenty minutes for crib and such time shall be counted as time worked. Crib time shall be taken in such a way so as not to interfere with production being carried on.
- (iii) When the meal or crib times have been once fixed they shall not be altered without one week's notice to the employees concerned; provided that the week's notice may be dispensed with by agreement between the employer and the Union and/or the Union Delegate.
- (iv) Subject to the provisions of subclauses 18 (ii) and 18 (iii), of this clause, when an employee works during his/her meal or crib time he/she shall be paid at the rate of time and one-half for the time so worked and such payment shall continue until a meal or crib break is allowed.
- (v) An employee required to work overtime of one hour or more after the usual ceasing time shall be paid a meal allowance as set out in Item 6 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates, for the first meal and a meal allowance as set out in Item 7 of the said Table 1 for each subsequent meal unless suitable meals are provided by the employer. Furthermore, an employee shall be paid these meal monies for overtime worked before normal starting time if the employee works three hours' overtime. Should an employee be notified of the intention to work overtime and then not be called upon to do so, he/she shall be paid an amount as set out in Item 8 of Table 1.
- (vi) A crib break of 30 minutes' duration shall be allowed each four hours of overtime worked if the employee continues to work after such crib time. Provided an employee required to work four hours' overtime immediately following the completion of a normal day's work shall be allowed to partake of his/her meal within two hours of the commencement of such overtime.

### **19. Holidays**

- (i) The days upon which the undermentioned holidays are observed shall be holidays, viz - New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day, together with all proclaimed or gazetted public holidays throughout the State and together with any special holiday declared in the Sydney metropolitan area, and an additional day for the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch which shall be held on the same day as determined for those employees covered by the Metal Industry Award 1984. For all employees excepting casuals, the above holidays shall be deemed to be time worked of an ordinary working day and shall be paid for as such. For all time worked on holidays employees, other than casuals, shall be paid at one and a half times ordinary rates in addition to the payment referred to in this subclause with a minimum payment of four hours at such rate.

- (ii) In the event of an employee's rostered day off duty falling on a public holiday, the employer and the employee shall agree to an alternative day off duty as a substitution Provided that in the absence of agreement the substituted day shall be determined by the employer.
- (iii) Casual employees shall be paid at double and a half ordinary rates for work on the holidays prescribed by subclause 19 (i) of this agreement, with a minimum payment of four hours at such rate.

## **20. Annual Leave**

- (i) See Annual Holidays Act 1944.
- (ii) Payment for annual leave taken by employees while continuing in employment pursuant to the provisions of subclause 16 (i) of this clause, shall be at the "ordinary pay" rate applying under the Annual Holidays Act 1944, plus 20% except for employees working on the 7 day 12 hour shift roster under Clause 11.
- (iii) The employer reserves the right to have the four weeks' annual leave broken into two parts.

## **21. Personal/Carers Leave**

- (i) Use of Sick Leave
  - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 21 (c) (i) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 24, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
  - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
  - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
    - (1) the employee being responsible for the care of the person concerned; and
    - (2) the person concerned being:
      - (A) a spouse of the employee; or
      - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
      - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
      - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
      - (E) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
        - 1. "relative" means a person related by blood, marriage or affinity;

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

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

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

(ii) Unpaid Leave for Family Purpose

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph 21.2.1) who is ill.

(iii) Annual Leave

(a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

(b) Access to annual leave, as prescribed in paragraph 21.1.4.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

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

(iv) Time Off in Lieu of Payment for Overtime

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

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

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

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

(v) Make up Time

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

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

(vi) Rostered Days Off

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



- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

## **22. Payment of Wages**

- (i) Wages shall be paid weekly on a day fixed by the employer other than a Saturday, a Sunday or a holiday.
- (ii) Wages shall be paid by electronic funds transfer into the employee's bank or other recognised financial institution.

## **23. Protective Clothing**

- (i) All employees will be issued with a jacket that shall be re-issued every three years.
- (ii) Each employee, will be issued with protective clothing on the following basis:
  - (a) Four sets upon completion of 4 weeks service.
  - (b) Three sets each year thereafter.
  - (c) Clothing will be issued once a year with a new tracksuit to be issued every two years.
- (iii) A set of protective clothing shall be defined as meaning.
  - (a) one Pair of cotton overalls; or
  - (b) one pair of cotton bib and brace; or
  - (c) one cotton drill short or long sleeve shirt plus one cotton drill long trousers or shorts.
- (iv) Employees shall choose protective clothing appropriate to the work in which they are engaged.
- (v) Ownership of all protective clothing issued shall be vested in the employee.
- (vi) Employees shall be responsible for the laundering of all protective clothing, including jackets.
- (vii) Any garment damaged in the course of employment shall be mended or replaced at the discretion of the Process Manager provided that the Process Manager's decision to grant same shall not be unreasonably withheld.
- (viii) Employees with genuine reasons that would preclude them laundering their own garments will be provided with laundered garments.

## **24. Sick Leave**

- (i) Any employee with not less than three months' service who does not attend for duty by reason of personal ill health shall be paid at the rate of pay herein provided for the actual time of non-attendance: Provided that he/she produces or forwards within twenty-four hours of the commencement of such

absence from employment evidence satisfactory to the employer that his non-attendance was due to personal ill health.

- (ii) An employee shall not be entitled during his/her first year of any period of service with the employer to leave in excess of five days of working time.
- (iii) He/she shall not be entitled during the second and subsequent years with the employer to leave in excess of ten days of working time.
- (iv) There shall be an unlimited accumulation of any untaken sick leave.
- (v) An employee may request payment at their ordinary rate of pay of fully accrued Sick Leave (i.e. Sick Leave relating to completed years service) provided the employee retains at least 192 hours Sick Leave entitlement.

## **25. Bereavement Leave**

- (i) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in (iii) below.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Clause 21 Personal/Carers Leave of this agreement provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under Clause 21 Personal Carer's leave of this Agreement. In determining such a request the employer will consideration to the circumstances of the employee and the reasonable operational requirements of the business.

## **26. Grievance Procedure**

It is the intention of the parties to this agreement to eliminate disputes which result in stoppages, bans or limitations, and it is agreed that the parties to this agreement shall confer in good faith with a view to resolving the matter by direct negotiation and consultation.

The parties further agree that subject to the provisions of the *Industrial Relations Act 1996*, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlements of the matters in question:

- (i) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee/s and the immediate supervisor.
- (ii) If the matter is not resolved at this level, the matter will be further discussed between the affected employee/s, the union delegate and the union official if requested and the supervisor or manager of the relevant section or department, and the employer's industrial representative shall be notified.
- (iii) If no agreement is reached the union organiser and/or official and/or union delegate will discuss the matter with the company's nominated industrial relations representative.
- (iv) Whilst the foregoing procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (v) Should the Matter Still Not be Resolved It May be Referred By the Parties to the Industrial Relations Commission of New South Wales for Settlement.

## **27. Technological Change**

Notwithstanding the provisions of subclause (i) and (ii), of clause 7, Terms of Employment, of this agreement, where on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which he/she is engaged, the employer terminates the employment of an employee who has been employed by him/her for the preceding 12 months, he/she shall give the employee three months' notice of the termination of his/her employment. Provided that, if he/she fails to give such notice in full:

- (i) He/she shall pay the employee at the rate specified for the employee's ordinary classification in clause 13, Wages, of this agreement, for a period equal to the difference between three months and the period of the notice given, and
- (ii) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of those Acts; and provided further that the right of the employer summarily to dismiss an employee for the reasons specified in subclause 7.7, Terms of Employment, of this agreement, shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of his/her employment.

When an employer gives to an employee notice of the termination of his/her employment on account of the introduction or proposed introduction of mechanisation or technological changes, within 14 days thereafter he/she shall give notification in writing to the Industrial Registrar, the Director of Vocational Guidance, the Director of Technical and Further Education and the Secretary of The Federated Miscellaneous Workers Union of Australia, New South Wales Branch, of that fact, stating the employee's name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

## **28. Long Service Leave**

See *Long Service Leave Act 1955*.

## **29. Attendance at Repatriation Centres**

Employees, being ex-service personnel, shall be allowed, as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment; provided that:

- (i) Such lost time does not exceed eight hours on each occasion;
- (ii) Payment shall be limited to the difference between ordinary wage rates for time lost and any payment received from the Repatriation Department as a result of each such visit;
- (iii) The provisions of this clause will apply to a maximum of four such attendances in any one year of service with an employer;
- (iv) The employee produces evidence satisfactory to the employer that the employee is required to and subsequently does attend a repatriation centre.

## **30. Jury Service**

- (i) An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- (ii) An employee shall notify his employer as soon as possible of the date upon which he is required to attend for jury service. Further, the employee shall give his employer proof of his attendance, the duration of such attendance and the amount received in respect of such jury service.

### **31. Accident Pay and Workers' Compensation**

Employees absent from work and in receipt of workers' compensation shall be paid by the company, in addition to any workers' compensation they receive in accordance with the Workers' Compensation Act, a subsidy of an amount to increase the workers' compensation payment received to the worker's weekly wage in accordance with the terms and conditions agreed between the employers and the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.

### **32. Counselling and Disciplinary Procedure**

- (i) The parties recognise that both management and employees share a responsibility for establishing and maintaining acceptable levels of job performance and behaviour. Adequate job training, a clear definition of each individual's roles and responsibilities, performance feedback and fair and effective supervision are essential in ensuring appropriate standards of work performance are maintained.
- (ii) Where an employee's work performance and/or work behaviour does not meet the required standard, counselling and assistance will take place in the following manner. The aim of the process is to improve performance and/or work behaviour.
- (iii) Verbal Counselling - Where an employee's Leading Hand/Coordinator/Manager observes that an employee's work performance and/or behaviour is not meeting the required standard, the Leading Hand/Coordinator/manager will initiate discussions with the individual. This discussion will cover:
  - (a) The nature of the problem,
  - (b) Employee's reasons and concerns,
  - (c) Ideas for addressing the problem
  - (d) Agreement on specific action to rectify the problem
  - (e) A timetable for improvement and review
  - (f) The employee will be advised of the possible consequences of a lack of improvement.
- (iv) Written Warning - Where the employee's performance and/or behaviour have not improved to an acceptable standard, a further discussion will be held with the Coordinator/Manager. The discussion will cover the points outlined in point 28.3 above. The employee will be advised that failure to improve may lead to further disciplinary action being taken up to and including dismissal.
- (v) Final Written Warning - - Where following the issue of a written warning the employee's performance and/or behaviour have still not improved to an acceptable standard, a further discussion will be held with the Coordinator/Manager. The discussion will cover the points outlined in point (iii) above. A final written warning will be issued. The employee will be advised that failure to improve may lead to further disciplinary action being taken up to and including dismissal.
- (vi) Dismissal - Where following the issue of a Final Written Warning the employee's performance and/or behaviour have still not improved to an acceptable standard, a further discussion will be held with the Coordinator/Manager. The discussion will cover
  - (a) The nature of the problem
  - (b) The employee's explanations or reasons
  - (c) After considering the explanations or reasons given by the employee the Coordinator/Manager will indicate the appropriate course of action to be taken. If dismissal is determined to be appropriate then the employee will be told and given an opportunity to comment. Depending on the employee's comments the Coordinator/Manager will either dismiss the employee or take other appropriate courses of action in the circumstances.

- (vii) The employee may choose to have representation by their Union at any stage.
- (viii) The Company may summarily dismiss an employee in situations of serious misconduct. Under such circumstances the above procedure will not be followed.
- (ix) The above steps may be varied depending on the severity of the matter.
- (x) Warnings will have a nominal life as follows:
  - (a) Verbal Counselling/Warning - 6 months
  - (b) Written Warning - 12 months
- (xi) Verbal and written warnings relating to issues concerning the safety of employees or serious misconduct may have their lives extended beyond the nominal life. No warning will be used by the Company where more than 2 years has elapsed from its date of issue.

### **33. Union Rights**

- (i) Union Membership -
  - (a) The parties recognise the arrangements outlined in this agreement have evolved from the Union representing the employees. The Company agrees that the Union will have the right to enrol employees on the premises.
  - (b) The Company undertakes, upon authorisation to deduct Union membership dues, as levied by the Union in accordance with its rules from the pay of employees who are members of the union. Such monies collected will be forwarded to the Union at the beginning of each month together with all necessary information to enable reconciliation and crediting of subscriptions to members accounts.
- (ii) Trade Union Training
  - (a) During the life of this agreement, the Union may from time to time request the attendance of nominated Union Representatives, at training courses without loss of pay held by the Union listed in clause 3 or any other training recognised by that Union. An employee may be granted up to 5 days paid leave to attend agreed training. Such leave shall not be cumulative from year to year.
  - (b) The Union will give the Company a minimum 14 days notice of it's request for attendance and provide the outline of the course details including course contents.
  - (c) Appropriate courses are those directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this Agreement and the Industrial Relations Act 1996.
  - (d) Agreement to the attendance will not be unreasonably withheld
- (iii) Delegates Rights - the Company shall recognise any duly accredited delegate(s) of the Union where it is advised by the Union that the person concerned has been elected/appointed as a delegate in accordance with the rules of the Union
- (iv) Reasonable notification - In recognising the rights of Union delegates the Company undertakes as follows
  - (a) All new employees will be advised during induction of the relevant Unions present on site and the name and location of their appropriate delegate

- (b) In line with the Counselling and Disciplinary Procedure all employees who are subject to counselling, warnings or possible termination will be advised of their entitlement to representation by a member of their Union and will be able to have relevant representation available to them
- (c) Union delegates shall be given time off work to attend such sessions if a request is made by the employee affected
- (v) Reasonable Access - in recognising the rights of Union delegates the Company shall give to Delegates reasonable access to the following facilities:
  - Telephone
  - Fax Machine
  - Photocopying
  - Storage
  - Email providing it is not used to broadcast general union information across the internal company email system
- (vi) These facilities shall be made available to Delegates to perform their duties as duly elected representatives of the employees
- (vii) Union Delegates will obtain approval of their immediate supervisor before taking paid time to discharge their functions pursuant to this clause. Such approval will not be unreasonably withheld.

**34. Right of Entry**

In accordance with section 298 of the *Industrial Relations Act 1996*, an officer of the union duly authorised may enter the Rosehill site of James Hardie, provided that such officer shall not wilfully hamper or hinder the employees during their working time and may interview employees or converse with them in any lunch-time or non-working time. In all other respects, section 298 of the *Industrial Relations Act 1996* shall apply.

**35. Job Security**

The parties have agreed measures to enhance the job security of employees covered by this agreement. These measures are contained in the James Hardie Memorandum of Understanding No. 1.

For And On Behalf Of James Hardie Australia Pty Ltd

.....

For And On Behalf Of Lhmu

.....

By The Commission

COMMISSIONER

**Table 1 - Other Rates And Allowances**

Increases during the life of the agreement

Item No	Clause No.	Brief Description	4% Increase	4% Increase	4% Increase
1	8 (xii)	First aid attendant	\$3.86	\$4.01	\$4.17
2	11 (i)	Afternoon shift, work	\$26.11	\$27.15	\$28.24
3	11 (i)	Night shift, work	\$29.84	\$31.03	\$32.27
4	11 (ii)	Afternoon shift, non-rotating	\$29.84	\$31.03	\$32.27
5	11 (ii)	Night Shift, non-rotating	\$37.30	\$38.79	\$40.34
6	14 (v)	Overtime meal allowance (one hour or more) - 1st meal	\$8.07	\$8.39	\$8.73
7	14 (v)	Meal allowance - for each subsequent meal	\$7.02	\$7.30	\$7.59
8	14 (v)	Intention to work overtime	\$8.07	\$8.39	\$8.73
9	8 (ix)	Higher Duties Allowance	\$85.66	\$89.09	\$92.66
10	8 (viii) (a)	Day Work Leading Hand	\$54.60	\$56.80	\$59.07
11	8 (viii) (b)	5 Day Shift Leading Hand or Day Work Leading Hand reporting directly to Department Manager	\$143.80	\$149.60	\$155.58
12	8 (viii) (c)	7 Day continuous Shift Leading Hand	\$156.30	\$162.60	\$169.10

**APPENDIX 1**

The following arrangement is made pursuant to paragraph 4.2 of Clause 4 Hours in this Agreement, in regard to the Distribution Department only:

.....  
 (Location of site/establishment)

It is agreed between the parties that the following arrangement for extended maximum spread for of 13 hours for day workers for the above Department is as follows:

.....

This agreement shall take effect from the beginning of the first full pay period to commence on or after

.....

Signed on behalf of (Company name)

.....

Signed by:

.....

Employee

Signed on behalf of the Union

Union Site Delegate/organiser

Copy to                      Employee  
    Union  
    Company

## APPENDIX 2

### Team Leaders

Classifications 14 and 15 will be removed from the old classification structure and the Team Leader allowance is included in the agreement. This allowance will be paid in addition to their assessed base rate of pay to the following

All employees appointed as temporary Team Leaders at the date of the agreement

Team Leaders appointed from the date of agreement onwards

Team Leaders who with the allowance as prescribed added to their base skill classification would receive a higher rate of pay than their current classification

Temporary Team Leaders appointed, as at the date of this agreement will have their rate of pay reduced from the current level to their base rate under the agreement plus the appropriate allowance in three equal steps over a period of 3 months. The first of these steps will occur from the commencement of the first full pay period after the date of agreement. These conditions will apply to the following employees:

Diaa Hassanian  
Hermi Lao  
Lian Hu  
Antoun Nehmee  
Tahsin Yig  
Casi Bondoc  
Isfendiyar Cetin  
Suleyman Ozdemir  
Sim Lim

Consultation: It is agreed that during the first 4 weeks from the date of this agreement, management from James Hardie will hold consultation meetings with each individual named as a temporary Team Leader in this appendix. These consultation meetings will specify the financial impact of the pay reduction as those individuals cease to hold their positions as temporary Team Leaders. Each individual will also have explained to them, the amount to be received at each 4 week interval as their pay is reduced over a 3 month period

The following provisions will apply to Permanently Appointed Team Leaders at the date of this agreement.

1. Permanently Appointed Team Leaders on 10 July 2003 are as follows

Name of Employee:

Gavin Cleverly  
Ken Boutros  
Bien DelaCruz  
Victor Ambat  
Ferdinand Jimenez  
Joeli Tikolevu  
Mark Ortiguerra  
Wayne Auty  
Janasz Antosewski  
Dale Jedrzejczyk  
Greg Goodwin

2. The following classifications will apply to employees named in clause 1 only, for the life of this agreement provided they comply with the conditions in subclauses a to d:



Fibre Cement Process Teams	Fibre Cement Support Teams
Team Member Level 12	
<ul style="list-style-type: none"> <li>➤ Completed Leadership or Management qualification to Diploma or equivalent AND</li> <li>➤ Process Competency Certificate 3</li> </ul>	<ul style="list-style-type: none"> <li>➤ Completed Leadership or Management qualification to Diploma or equivalent AND</li> <li>➤ Agreed Training Plan</li> </ul>
Team Member Level 11	
<ul style="list-style-type: none"> <li>➤ Certificate IV in an acceptable Leadership or Management qualification or equivalent AND</li> <li>➤ Process Competency Certificate 3</li> </ul>	<ul style="list-style-type: none"> <li>➤ Certificate IV in an acceptable Leadership or Management qualification or equivalent AND</li> <li>➤ Agreed Training Plan</li> </ul>

- (a) They complete all the qualifications which had been agreed for Team Leaders within a 6 month period from the date of the agreement
- (b) They undertake all the requirements of the current Team Leader Responsibilities, which were developed at the Team Leader Workshop on 22nd November 1999, to a satisfactory level over the period of 12 months from the date of the agreement and ongoing
- (c) Their performance against the requirements will be monitored on a monthly basis with appropriate feedback being given by management
- (d) They continue to retain their appointment to the position of Team Leader

3. The wage rates for the classifications of Level 11 & 12 are as follows:

1. Day Work 38hr rate

		Increase by 4%	Increase by 4%	Increase by 4%
Level 12	\$968.20	\$1,006.93	\$1,047.21	\$1,089.09
Level 11	\$928.95	\$966.11	\$1,004.75	\$1,044.94

7 Day Continuous Roster- including 56% Loading

		Increase by 4%	Increase by 4%	Increase by 4%
Level 12	\$1,510.39	\$1,570.80	\$1,633.64	\$1,698.98
Level 11	\$1,449.16	\$1,507.13	\$1,567.41	\$1,630.11

### APPENDIX 3

7 Day Shift Roster - Explanation of Salary Calculation

The weekly rate is based on working an average 42 hours per week. The paid hours also include the penalties for working weekends, nights, public holidays and annual leave loading.

The Shifts worked are as follows

Day Shift	Days	Hours Worked
Monday	2	x 12
Tuesday	2	x 12
Wednesday	2	x 12
Thursday	2	x 12
Friday	2	x 12
Saturday	2	x 12
Sunday	2	x 12
Total Hours worked	168	

Night Shift	Days		Hours Worked
Monday	2	x	12
Tuesday	2	x	12
Wednesday	2	x	12
Thursday	2	x	12
Friday	2	x	12
Saturday	2	x	12
Sunday	2	x	12
Total Hours worked		168	

Total hours worked in an 8 week cycle is 336. Therefore the average number of hours worked per week is 336 divided by 8 which equals 42. There is therefore an extra 4 hours per week of overtime to be paid comparing the average hours worked to the normal week of 38 hours

#### Calculation of Loading

Over an 8 week cycle an employee works 336 hours including 4 Saturdays, 4 Sundays and 2/3 on average public holidays and 10 weekday night shifts (see below). The 56% loading covers the extra payments that the employee would be entitled to under this system as follows:

Overtime: Average hours per week are 42; therefore overtime is 4 hours per week or 32 per cycle. This is calculated for the loading as follows - first 2 hours per week at time and one half and the second 2 double time.

#### Per cycle

16 hours at time and one half - 24 hours

16 hours at double time - 32 hours

Total extra hours per cycle - 56 hours

Saturdays: 4 Saturdays are worked per cycle paid at time and one half. The additional payment required therefore is half of 48 (hours in 4 Saturdays)

Total extra hours per cycle - 24 hours

Sundays: 4 Sundays are worked per cycle paid at double time. The additional payment required therefore is 48 hours (hours in 4 Sundays)

Total extra hours per cycle - 48 hours

Weekday Night Shifts: during the 8 week cycle employees work 10 weekday night shifts. Night shifts have a 30% loading payable. There are 120 hours in the 10 shifts and the 30% loading is equal to 36 hours.

Total extra hours per cycle - 36 hours

Friday Night to Saturday Shift: There are 2 Friday night shifts in the 8 week cycle. On each of these the time after midnight - 6.5 hours should be paid at time and a half. This is in place of the night shift penalty of 30% and equivalent to an additional 13 x .2 hours per cycle or 2.6 hours.

Total extra hours per cycle - 2.6 hours

Annual Leave Loading: annual leave loading of 20% is payable. Annual leave is 192 hours, 20% of this is 38.4 hours per year. This equates to 6.4 hours per cycle

Total extra hours per cycle is - 6.4 hours

Public Holidays: There are on average 4 public holidays worked per year apart from Christmas - New Year. There are 6 shift cycles per year so for average purposes we include 4/6 or 2/3 of a public holiday payment in the loading. The additional hours would be 18 hours giving double time and a half. 2/3 of this is 12 hours that needs to be added to the loading.

Total extra hours per cycle - 12 hours

Total Hours to be included for loading

Overtime	56
Saturdays	24
Sundays	48
Night shift loading	36
Friday night shift	2.6
Annual Leave Loading	6.4
Public Holidays	12
Total	185

Loading = extra hours added divided by total hours worked  
 = 185/336  
 = 55.06%  
 = 56% for the purposes of the loading

## **APPENDIX 4**

### **TRANSITIONAL ARRANGEMENTS - CLASSIFICATION STRUCTURE**

With the removal of the old Group Classification Structure, transitional arrangements are required to assimilate those employees currently receiving old rates of pay and allowances.

During this transitional phase, employees will not be financially disadvantaged. They will receive the 4% increase as outlined in clause 13 of this Agreement. The increase will be calculated on the employee's old rate of pay, with payment being backdated to the commencement of this Agreement, being 10 July 2003. For some employees, this will entail receiving the 4% increase for the first time since the commencement of this Agreement. For others who have received part payment of the agreed 4%, this will entail receiving the remaining amount so as to ensure that they receive the full increase.

The employees to be transitioned, will be aligned to a Team Member Level on the competency based Classification Structure, as outlined in this Agreement, which mirrors their now current rate of pay (being the old rate of pay plus 4% increase). The Team Member Level to which they are aligned will be the one that has an equal, or the next highest, pay rate when compared to their current rate of pay. This may mean some employees will be aligned to levels where they have not obtained the necessary qualification for that level. It is agreed between the parties that in exchange for continuing to receive their current rate of pay during the transitional period, employees will now be required to obtain and demonstrate their required competencies such that they receive the qualification specified for the team member level to which they have been aligned.

Throughout this process though, some employees, which have been identified by James Hardie and the Union, will not be transitioned but will remain on a Team Member Level best suited to their current competencies. This will also result in the pay increase negotiated under this agreement, will be absorbed.

The transition will entail a processes whereby James Hardie and the Union will discuss with each employee what Team Member Level that employee would normally sit on (given their current competencies), their current status in the competency based classification structure and what qualification or training they will be required to undertake in order to remain at this Team Member Level to which they have now been aligned.

To achieve this objective, it is agreed by all the parties that training plans will be developed for these employees. These training plans will include a timetable for obtaining the required qualification, with such plans being mutually agreed upon by the individual, James Hardie and the Union. It is also recognised by all

parties that there will be monthly reviews of progress against these plans. Any issues arising from these reviews will be discussed with the individual and referred to the RCIT as required. At the completion of their training plan, employees will be placed at the appropriate level within the classification structure. Whilst this process takes place, there will not be a full or partial absorption of the pay increase negotiated under this Agreement.

If an employee fails to complete their training plan by the agreed-upon completion date, a review will be held between James Hardie, the employee and the Union. If issues are raised during that review that indicate a lack of access to training opportunities on the part of James Hardie, the employee will continue to remain aligned with the stated Team member Level and receive their increase whilst a further timeframe for completion of training is negotiated between the parties. If though, an employee has failed to complete their training plan due to personal reasons, and do not achieve the necessary qualification, they will not continue to be aligned with the stated Team Member Level or be kept at their current rate of pay. This will mean that they will be placed at the Team member Level best fitting their skills and will commence receiving the new base rate for that level, which will be lower than the current rate of pay. As a consequence, the new base rate will include absorption of the increase agreed upon during negotiations under this agreement.