

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA05/240

**TITLE: Cement Australia Packaged Products Pty Ltd - Clyde NSW -
Enterprise Agreement 2005 -2007**

I.R.C. NO: IRC5/3133

DATE APPROVED/COMMENCEMENT: 2 August 2005 / 1 April 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/135.

GAZETTAL REFERENCE: 16 September 2005

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Cement Australia Packaged Products Pty Ltd, engaged in the bagging, warehousing and distribution of cement products and other products in the Cement Australia Packaged Products range, who fall within the coverage of the Storemen and Packers General (State) Award.

PARTIES: Cement Australia Packaged Products Pty Limited -&- the National Union of Workers, New South Wales Branch

CEMENT AUSTRALIA PACKAGED PRODUCTS Pty Ltd - CLYDE NSW - ENTERPRISE AGREEMENT 2005 - 2007

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APPENDIXES

1. Safety, Health, Environment and Quality Policy.
2. Termination Of Employment Policy.

1. Agreement Formalities

This Agreement shall be binding upon Cement Australia Packaged Products Pty Ltd, Highgate Street, Auburn New South Wales, and its employees engaged in the bagging, warehousing and distribution of cement products and other products in the Cement Australia Packaged Products range. The Agreement is made between Cement Australia Packaged Products Pty Ltd and the National Union of workers, NSW Branch.

2. Date and Period of Operation

This Agreement shall take effect from the first pay period commencing on or after the date of this agreement's registration under the provisions of the *Industrial Relations Act 1996*, and shall be in force from 1 April 2005 until 31 March 2007.

3. Relationship to Parent Award

The terms and conditions of this Agreement shall be read and interpreted in conjunction with the Storemen & Packers General (State) Award, provided that where there is any inconsistency with any of the conditions within the award, this agreement shall take precedence.

4. Aims of the Agreement

This Agreement represents the negotiated and agreed intentions of the parties to:

Establish a framework for achieving ongoing productivity improvements in the company;

Provide a mechanism whereby employees are rewarded for their contribution to improved performance of the company;

Establish a working environment where all parties are involved with the decision-making process and encourage a working relationship whereby management and employees are committed to the requirements of the company.

5. Hours of Work

The ordinary hours of work shall be 38 hours each week, worked on a 7.6 hour day - Monday to Friday, with each employee's start time to be set by the company.

Day Shift: Starting time between 6.00 am. and 10.00 am.

An employee's nominated starting time can be changed to suit the needs of the business, provided that at least one complete week's notice is given. In certain circumstances, 48 hours' notice may be required subject to agreement.

Starting and finishing times are to be recorded on the Bundy clock, or any other alternative time keeping device provided by the company.

6. Shift Work

All employees are engaged on the basis that they may be required to work shifts as required by the company.

Should an employee be required to work shift, at least one complete week's notice must be provided.

In circumstances, 48 hours' notice may be required, subject to agreement.

Shift work loadings: afternoon shift - 20%; night shift - 30%.

7. Overtime

The assignment of overtime by an employer shall be based on specific work requirements and will be shared equitably by arrangement.

All employees are required to work reasonable overtime, Monday to Sunday inclusive.

8. Meal Breaks

Employee meal breaks are to be staggered to enable some staff to be available at all times. The company provides a 10 minute morning-tea break (paid) and a lunch break (unpaid) of no less than 20 minutes and no more than 60 minutes, or as agreed to.

Under normal circumstances, an employee will not be required to work more than 5 hours without taking a break. Should it be necessary for this period to be exceeded, it will be by agreement between the individual employee and the supervisor.

9. Wash-Up Times

Wash-up and shower times are not included in the hours of work set out above in Clause five (5).

10. Wage Rates, Allowances and Conditions

Wage rates, based on current levels of pay, will be as follows during the life of the Agreement:

Classification Warehouse and Production	Weekly Wage 1 April 2005	Weekly Wage 1 April 2006
Storeman/Packer - Level 1	\$701.56	\$733.13
Storeman/Packer - Level 2	\$722.60	\$755.12
Storeman/Packer - Level 3	\$757.68	\$791.78

Recognised skills used, as identified in the Classification Descriptions. Each skill will receive an allowance of \$2.00 per week up to a total of five skills.

Casuals, whether Cement Australia Packaged Products or Agency Casuals, shall be paid in accordance with these classifications plus award loadings.

MEAL ALLOWANCES will be \$9.65 and payable when less than twenty-four (24) hours' notice is given regarding overtime.

11. Part-Time Employees

Part-time employees shall be paid in accordance with their appropriate level with the minimum hours per week being sixteen (16) and the maximum being thirty-six (36) hours per week. Pro-rata annual leave, sick leave, long service leave and public holidays where applicable will apply.

12. Probation Period

A three (3) month probation period will apply to all new employees.

13. Counselling and Disciplinary Procedures

This procedure is designed to encourage and improve good work practices, performances and individual conduct. The procedure also prescribes steps for giving guidance, and in appropriate cases, taking disciplinary action.

Step 1 - Counselling:

Employees who exhibit unsatisfactory performance or behaviour shall be counselled so that they understand the standards expected of them and will be offered assistance and guidance in achieving those standards.

- (i) The immediate supervisor and manager should discuss the problem with the employee and a union delegate if the employee so chooses.
- (ii) Advise the employee of the standards of performance, attendance or conduct, etc. expected.
- (iii) Agree on specific action to be taken and set a date for a review of the situation, normally around three (3) months.

Should any situation requiring a warning occur within the period set for review, the procedure set out in Step 2 should then be followed.

An agreed record of counselling between management, the employee and/or the union delegate will be made of the interview with a copy retained by the employee and/or the delegate and a copy placed on the employee's file.

Step 2 - Severe Reprimand and final Warning:

If the offence or conduct is repeated or continues, a severe reprimand and final warning will be necessary. Once again, the offence (and/or new offence), or unsatisfactory conduct should be restated and the employee warned that failure to improve within a given period, normally around six (6) months, will result in dismissal.

Present at this interview will be the employee, his supervisor, manager, and the delegate, if the employee so chooses. A record of the warning will be made and a copy retained by the employee and/or union delegate and a copy placed on the employee's file.

Step 3 - Dismissal:

If counselling, sever reprimand and final warning have proved to be ineffective, there is no alternative but to dismiss the employee.

If the dismissal becomes necessary, the action should, when possible, involve the Operations / Site Manager, Department Manager, Supervisor and Union Delegate and the following procedure shall be observed:-

- (i) Prior to actually dismissing any employee in these circumstances, the procedures are reviewed between the supervisor and department manager and union delegate.

In this review, the manager will satisfy himself/herself that all steps in the procedure have been faithfully followed and that the employee has absolutely failed to respond to earlier counselling and formal reprimands and that dismissal is now not only justified but also necessary.

- (ii) Having decided on dismissal, the employee should be invited into the privacy of an office and if a member of a union, the attendance of the union delegate must be arranged or a duly appointed union representative if the employee requests.
- (iii) Restate the offence or problem giving rise to the dismissal and restate the corrective action which was previously agreed upon.
- (iv) Advise the employee that he/she has failed to comply with previously agreed corrective action(s), dismissal has resulted as a consequence.

Nothing in the procedure shall limit the right of the company to summarily dismiss an employee for serious and wilful misconduct.

Misconduct and improper behaviour such as:

Theft;

Striking or threatening another employee;

Fabrication of Records;

Consumption of alcohol or non-prescribed drugs during working hours;

Gross insubordination;

Conduct which causes risk to the health and safety of himself/herself or to others;

Other conduct or actions which are so serious as to reflect a rejection of the employment contract.

14. Grievance/Dispute Procedure

In the event that a grievance or dispute arises between the employees and the employer, such grievance or dispute will be resolved in accordance with the procedure set out in the award nominated in Clause 3 of this Agreement.

15. No Extra Claims

The parties to this agreement undertake that there will be no extra claims by either party during the nominal term of this agreement.

16. Re-Negotiation of New Agreement

The parties to this agreement will recommence negotiations for a new agreement three (3) months prior to the end of the nominal term of the agreement.

17. Consultative Team

The parties governed by this agreement shall establish a consultative mechanism with equal representation of employer and employees with procedures appropriate to its size, structure and needs for consultation and negotiation on matters affecting the efficiency and productivity of the enterprise.

The team shall be a forum for open discussion and shall meet at least quarterly with additional meetings on an as required basis.

18. Role of the Consultative Team

Consistent with the aims of this agreement the Consultative Team will oversee and support activities that will:

increase the competitiveness of the company and its products.

Increase the quality of working life for all company employees, particularly in the areas of job design, skill formation, training and the working environment, both physical and mental.

Improve productivity and efficiency of the company and job security.

Ensure that employees are able to work in a co-operative atmosphere in which the worth, dignity and skills of each individual within the company are respected and appreciated.

Ensure enterprise plans complement overall corporate strategies, introduction of new technology, employee training, redesign of work, etc.

Issues which may be considered by the Consultative Team are:

Safety, Health and Environment;

Quality of product;

Reduced turnover of staff, absenteeism and other lost time;

The best use of technologies and training for employees;

Management techniques, through self-managed work teams and greater flexibility;

Product waste;

Production costs;

19. Consultative Procedures

The parties recognise that changes in the workplace will be ongoing to ensure the company meets its business, customer, employees and shareholders' needs. The changes may take the form of re-organisation of the workplace, job design/redesign and the introduction of new technology.

(Where change is to occur, the consultative procedures outlined will be applied).

20. Training

Training firstly must be relevant to the needs of Cement Australia Packaged Products Pty Ltd and consistent with the overall plans of Cement Australia Packaged Products and the industry.

Individual training plans are developed consultatively between the Consultative Team, the relevant supervisor and the department manager, with final approval being given by the department manager.

All training is to be jointly discussed between the parties to ensure it meets the requirements of the industry and that the company and individual will benefit from the training.

Any reasonable costs associated with standard fees, text books and travelling for the purpose of attending approved courses, will be reimbursed by Cement Australia Packaged Products, subject to the following:

Employees must produce evidence of expenditure in the form of an original receipt.

Employees must produce a report of satisfactory progress, certificate of attendance or completion before costs are reimbursed.

It is agreed by the parties that employees at all levels in possession of various skills will pass these on to other employees to assist them to acquire knowledge so they may advance.

21. Transmission of Business Clause

This agreement shall apply to any successor, assignee or transferee of all or any of the work.

22. Casual Employees

A casual employee may be employed for not less than four hours each start and not more than eight hours at the ordinary hourly rate which is equivalent to one thirty-eighth of the ordinary weekly rate as set out in this Agreement, plus 15 per cent casual loading.

- (a) A casual employee shall be paid overtime for any time worked as specified in this enterprise agreement as overtime.
- (b) Casual employees shall be paid in accordance with the provisions of the award or agreement (whichever is the greater) with respect to shift allowances, weekend allowances and public holidays in addition to the 15 per cent casual loading.
- (c) In accordance with the *Annual Holidays Act 1944*, casuals will receive one-twelfth of their ordinary hourly rate in lieu of annual leave.
- (d) Casual employees are defined as both company employed and agency casuals.

23. Casual to Permanent Employee

A casual worker employed by the company shall be considered for full-time permanent employment with the Company after three (3) months' continuous service and shall become a full-time permanent employee after six (6) months' continuous service.

24. Union Recognition and Membership

- (a) Cement Australia Packaged Products Pty Ltd recognises the National Union of Workers New South Wales Branch (NUW) as the union representing all employees in related classifications who are covered by this Agreement. This representation extends to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement.
- (b) Cement Australia Packaged Products Pty Ltd agrees that all employees subject to this agreement shall be given the opportunity to join the National Union of Workers New South Wales Branch.
- (c) Cement Australia Packaged Products Pty Ltd will upon authorisation deduct Union membership dues, as levied by the National Union of Workers NSW Branch in accordance with its rules, from the pay of employees who are members of the National Union of Workers New South Wales Branch at the

beginning of each month together with all necessary information to enable the reconciliation and crediting of subscription to members' accounts.

- (d) All new employees shall be advised of the matters set out in (a), (b) and (c) above and shall be introduced to the site NUW delegates upon being accepted for employment.

25. Delegates Training

Union delegates shall be allowed up to ten (10) days per year without loss of pay to attend training courses and meetings duly authorised by the State Secretary of the Union. Notice will be provided to the company fourteen (14) days before such course or meeting.

26. Redundancy

Redundancy shall be dealt with in accordance with the Australian Cement Policy ACH - PO -011 Rev1 (Appendixes 2).

27. Classification Descriptions

DUTIES / SKILLS

WAREHOUSE / DRIVEWAY

LEVEL 1W.	
	SHEQ Induction.
	Forklift licence.
	Read English.
	Check loads & receipt of goods in / out
	Manual handling trained.
	Stock count.
	RTA Rules awareness.
	Stock rotation.
	Pallet sorting.
LEVEL 1. Non Compulsory but recognisable (skill must be required).	
	Internal Auditing.
	Certificate Level 2.
	Electrical disconnect / reconnect.
	Confined space entry.
	Front End Loader licence.
LEVEL 2W.	
	All of Level 1.
	Basic Computer Skills.
	Supervision level 1.
	Assist with Enter of goods data into system.
	Assist with Conduct JSA and HIRAC.
	IHD use.
LEVEL 2. Non Compulsory but recognisable (skill must be required).	
	Internal Auditing.
	Electrical disconnect / reconnect.
	Confined space entry.
	Front End Loader licence

WAREHOUSE / DRIVEWAY	
	LEVEL 3W.
	All of Level 2.
	Enter goods data into system.
	Conduct JSA and HIRAC.
	Raise Work Permits.
	Liaise with Transport companies.
	Liaise with Contractors.
	Conduct Inductions.
	Conduct Training and Toolbox sessions.
	Incident Investigations.
LEVEL 3. Non Compulsory but recognisable (skill must be required).	
	Internal Auditing.
	Electrical disconnect / reconnect.
	Confined space entry.

DUTIES / SKILLS

PRODUCTION

LEVEL 1P.	
	SHEQ Induction.
	Forklift licence.
	Read English.
	Basic Computer Skills.
	Manual handling trained.
	Stock count.
	Assist with Maintenance.
	Stock rotation.
	Pallet sorting.
	All packing operations.
	Palletising Operation.
	Drying products.
	Record production Results.
LEVEL 1. Non Compulsory but recognisable (skill must be required).	
	Internal Auditing.
	Certificate Level 2.
	Electrical disconnect / reconnect.
	Confined space entry.
	Front End Loader licence.
LEVEL 2P.	
	All of Level 1.
	Quality Testing.
	Supervision level 1.
	Assist with Enter of goods data into system.
	Assist with Conduct JSA and HIRAC.
	IHD use.
	Front End Loader licence.

LEVEL 2. Non Compulsory but recognisable (skill must be required).	
	Internal Auditing.
	Electrical disconnect / reconnect.
	Confined space entry.
	Front End Loader licence.
LEVEL 3P.	
	All of Level 2.
	Enter Production data into system.
	Conduct JSA and HIRAC.
	Raise Work Permits.
	Liaise with Contractors.
	Conduct Inductions.
	Conduct Training and Toolbox sessions.
	Incident Investigations.
LEVEL 3. Non Compulsory but recognisable (skill must be required).	
	Internal Auditing.
	Electrical disconnect / reconnect.
	Confined space entry.

28. Signatories to Agreement

Signed for and on behalf of CEMENT AUSTRALIA PACKAGED PRODUCTS PTY LTD, CLYDE NSW.

Signed _____ Date _____

Witnessed by _____ Date _____

Signed for and on behalf of the NATIONAL UNION OF WORKERS, NSW BRANCH

Signed _____ Date _____

Witnessed by _____ Date _____