

REGISTER OF  
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA97/135

TITLE: Blue Circle Packaging Plant Seven Hills, Enterprise Agreement

I.R.C. NO: 97/2087

DATE APPROVED/COMMENCEMENT: 16 May 1997 and commenced from the first pay period on or after 19 March 1997

TERM: Expires 21 May 1998

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** To apply to an Operator, Multi-Skilled Operator and Panel Operator performing production work at the packaging plant at Powers Road Seven Hills

**PARTIES:** Blue Circle Southern Cement Limited -&- The AWU - FIME Amalgamated Union, New South Wales

**BLUE CIRCLE PACKAGING PLANT (SEVEN HILLS)**  
**ENTERPRISE AGREEMENT**



**1. DESCRIPTION**

- 1.1 This enterprise agreement is made between Blue Circle Packaging a registered business name of Blue Circle Southern Cement Limited ("we/our/us") and its employees who work at its packaging plant at Powers Road, Seven Hills ("you/your").
- 1.2 This agreement sets all your conditions of employment.
- 1.3 This agreement applies to production work performed at the packaging plant at Powers Road, Seven Hills.

**2. THE WORK ARRANGEMENT**

2.1 We will employ you in one of the work classifications set out below. The competencies required for these jobs include:

2.1.1 Operator:

- Working Mainline Packing Machine
- Working Sandline Packing Machine
- Basic forklift
- Housekeeping/clean up
- Recycle products

2.1.2 Multi-Skilled Operator:

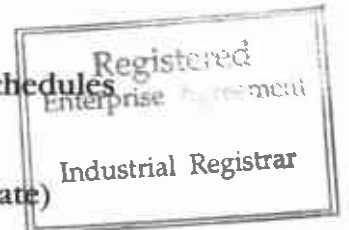
In addition to an Operator's competencies:

- Working Setline machinery
- Prepare and manufacture set products
- Carry out screen changes
- Working Retail line machinery
- Manufacture of Liquids/Emulsions
- Batch and weigh raw materials and chemicals
- Special products manufacture
- Train other operators
- Experienced forklift drivers
- Repair pallets

2.1.3 Panel Operator:

In addition to MS operator competencies, up to 4 people will train in and maintain the following competencies:

- Running main control panel
- Liaise with production supervisor to plan production schedules
- Direct operators as to their specific duties
- Report production details
- Perform first aid duty for site (keeping a current certificate)



2.2 At the time that you start working for us we will tell you whether you are a permanent employee or a casual employee.

2.2.1 If you are a permanent employee:

2.2.1.1 Your normal weekly wage rate payable will be:

	<b>Award Rate</b>	<b>3.5% Increase From 24.10.97</b>
Operator	\$437	\$453
Multi-Skilled Operator	\$462	\$479
Panel Operator	\$490	\$508

If you are appointed as a leading hand you will be paid an additional \$18.00 per week as an allowance for the term of the agreement.

A Production Co-ordinator will be paid an agreed all inclusive salary in excess of these rates.

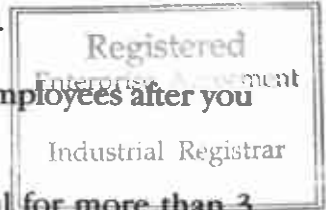
2.2.1.2 Your normal rate of pay is, for each hour worked, 1/38th of the weekly wage rate for your work classification.

2.2.1.3 If you are under the age of 21 you will be paid 80% of these rates.

2.2.1.4 You will be paid a bonus of 90 cents for every pallet manufactured on the Mainline in excess of 80 per day. This bonus will be reviewed to take into account any changes, such as the introduction of new equipment.

2.2.2 If you are a casual employee:

- 2.2.2.1 We will pay you for each hour worked 1/38th of the weekly rate for the work classification which applies to you plus 20%.
- 2.2.2.2 You will not be entitled to annual leave payments, bereavement leave or to payment for jury service or public holidays not worked, and clauses 5, 9, 10, 11, 12, 14 and 16 do not apply to you.
- 2.2.2.3 Your employment will be on a day-to-day basis.
- 2.2.2.4 We will pay you the bonus paid to permanent employees after you have worked for us for one month.
- 2.2.2.5 You will not normally be employed as a casual for more than 3 months.



2.2.4 For all employees:

- 2.2.4.1 You must carry out such work we ask you to do from time to time provided that you are able to do this safely, legally and within your level of skill.
- 2.2.4.2 We shall endeavour to provide adequate job rotation at all times.
- 2.2.4.3 Provided licence, safety and competency requirements are satisfied, truck drivers if requested by us may load or unload trucks. Such operations are not intended, and will not be used as a general replacement of existing forklift personnel, but as an assistance to operations. Every reasonable effort shall be made to contact employees so as to recall them for work and pay overtime accordingly.
- 2.2.4.4 You should maintain high levels of safety, good housekeeping equipment care and customer service.
- 2.2.4.5 You are expected to produce one extra batch of MP Rapid Set-60 (7 batches in total) per shift between two of you on any normal production day.
- 2.2.4.6 You may be asked from time to time to participate in teams such as Factory Improvement Groups (F.I.G.S) so as to make recommendations and instigate improvements in such areas as housekeeping, cleanup, safety, equipment care, customer service, absenteeism/sick leave and so on. This is solely at our discretion.

**3. HOURS AND OVERTIME**

- 3.1 If we ask you to work:

3.1.1 more than an average of 38 hours a week in 20 day cycle

3.1.2 on any week day commencing before 5.00 am or ending after 5.00 pm  
(except when working an afternoon or a night shift)

3.1.3 more than 8 hours in any one shift

3.1.4 on a Saturday

3.1.5 outside of your rostered hours

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we will pay you overtime being time and one half of your normal rate of pay for the first 2 hours worked and after that double time.

3.2 These hours may be varied by with agreement between us and the majority of employees.

3.3 If we ask you to work on a Sunday we will pay you double time.

3.4 If we ask you to work more than 10 hours in any one shift without notice on the previous day or earlier, you shall be paid a meal allowance of \$8.00 for the term of the agreement. If we ask you to work but you are subsequently not required to work more than 10 hours you shall also receive a meal allowance for the same amount.

3.5 If you are recalled to work overtime, Monday to Friday inclusive after leaving the premises (whether notified before or after leaving the premises) you shall be paid for a minimum of four hours work at the appropriate overtime rate for each time you are so recalled.

3.6 Whenever reasonably practical, we shall arrange for you to have at least ten consecutive hours off duty between the work of successive days. Regular employees only who work so much overtime between one ordinary work day and the commencement of the next shall be released until they have had at least ten consecutive hours off duty without loss of pay for ordinary work time occurring during such absence.

3.7 We will not change any regular work pattern (excluding overtime work) without giving you 7 days notice except in an emergency beyond our control.

#### 4. SHIFT WORK

##### 4.1 Definitions:

Ordinary Day Work - any shift commencing after 5.00 am or ending before 5.00 pm on any weekday.

Afternoon Shift - any shift finishing after 5.00 pm and at or before midnight on any weekday.

- 4.2 If you work on afternoon shift you shall be paid an allowance of 15% more than your normal weekly wage rate.
- 4.3 Any proposal to work shift longer than 8 hours must be agreed in writing between us and the majority of employees.
- 4.4 If we require you to work afternoon shift for less than a full week, we will pay you for those days in that week that you do not work the ~~afternoon shift at~~ overtime rates for those hours worked after 5pm.

**5. ROSTERED DAYS OFF**

If the 38 hour week is worked by way of a rostered day off method:

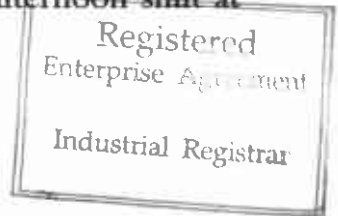
- 5.1 Regular employees shall be entitled to one weekday off, excluding public holidays, in each 20 day cycle ("as a rostered day off"), provided that a minimum of 8 hours have been worked on the other 19 days.
- 5.2 Your rostered day off is to be nominated by you, with approval subject to operational requirements.
- 5.3 The rostered day off in 5.1 may be worked as an ordinary day without penalty when substituted for another day if we agree.
- 5.4 When you are sick or injured (non compensable injury) on your rostered day off you shall not be entitled to sick pay nor will your sick pay entitlement be reduced.

**6. PAYMENT OF WAGES**

- 6.1 All wages will be paid weekly by electronic funds transfer into accounts nominated by you.
- 6.2 Wages will be paid within 4 business days of the end of each pay period.
- 6.3 All wages will be calculated in fifteen minute intervals for time worked of less than an hour.

**7. LEAVING EMPLOYMENT**

- 7.1 You can leave your employment with us at any time but you must give us at least one week's notice or we may forfeit wages for any period of less than one week's notice.
- 7.2 On termination of employment for any reason we will give you a certificate of



service stating how long you have worked for us and what job you did.

## 8. MEAL BREAK/REST PAUSE

- 8.1 You will be given an unpaid meal break of between 30 minutes and 1 hour after working not more than 6 hours.
- 8.2 You will be given a total of twenty minutes paid rest period during each 8 hour shift, to be taken in one or two periods as determined by a majority of employees.
- 8.3 It may be necessary for you to stagger your meal break/rest pause for forklift operations to be continued throughout the course of the day.

## 9. ANNUAL LEAVE

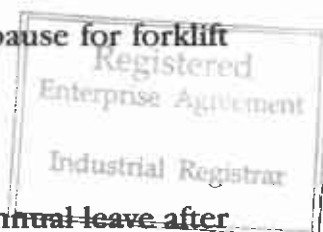
- 9.1 The *Annual Holidays Act* 1944 entitles you to 4 weeks paid annual leave after you have worked for us for 12 consecutive months to be taken at times agreed by us.
- 9.2 After you have worked for us for 12 consecutive months we will pay you a loading of 17½% on your annual holiday pay each time you take holidays or on termination of your employment.

## 10. PUBLIC HOLIDAYS

- 10.1 Public holidays are New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day and the days on which Australia Day, Anzac Day, Queen's Birthday and Labour Day are observed as public holidays. If a day is observed in place of Christmas Day, Boxing Day, New Year's Day or Australia Day because those days fall on a Saturday or Sunday that day also is counted as a public holiday.

If you are a permanent employee we will give you an additional day as a public holiday. You will become entitled to this on the anniversary of each continuous year of employment with us. That day can be taken on a day which is convenient to you and to us as a holiday and is instead of a union picnic day.

- 10.2 If you work on a public holiday you will be paid double time and a half for all time worked.
- 10.3 If you do not work and you would normally be rostered to work that day, you will be paid your normal wages for that day.
- 10.4 If you normally work the day before or the day after a public holiday and you do not attend for work on that day, without reasonable excuse or without consent, you shall not be entitled to payment for such a holiday.



## 11. PARENTAL LEAVE

If you are a permanent employee, you are entitled to unpaid maternity leave, paternity leave or adoption leave of up to one year under the *Industrial Relations Act 1996*.

## 12. SICK LEAVE

12.1 If you are a permanent employee you are entitled to not more than  $3\frac{1}{3}$  ordinary hours for each completed month of service in your first year of employment, and 64 ordinary hours in subsequent years, if you are ill or have had an injury for which you are not entitled to workers compensation.

12.2 If you cannot attend work you should give us as much notice as possible but, at the very least, you must notify us within 4 hours of your rostered commencing time.

12.3 If you take sick leave beyond 2 single days in any year, you must give us reasonable proof, such as a medical certificate, that you were genuinely ill.

## 13. PERSONAL/CARER'S LEAVE

### 13.1 Use of Sick Leave

13.1.1 If you are a regular employee, with responsibilities in relation to a class of person set out in 13.1.3.2 who needs your care and support, you are entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 12.1 above 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.

13.1.2 You must give us any reasonable proof we may ask either by medical certificate or statutory declaration about the illness of that person and that the illness requires that person to be cared for by another person. In normal circumstances you must not take carer's leave if someone else has taken leave to care for the same person.

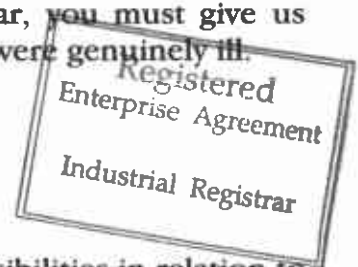
13.1.3 You can only use sick leave under this clause if:

13.1.3.1 you are responsible for the care of that person; and

13.1.3.2 that person is:

(a) your spouse

(b) a person of the opposite sex who lives with





you as your husband or wife on a bona fide domestic basis although you are not legally married

- (c) your child including an adult child, an adopted child, a step child, a foster child or a child from a non marriage partnership, your parent including a foster parent and legal guardian, your grandparent grandchild or your brother or sister or the brother or sister of your spouse or de facto spouse
- (d) a same sex partner who lives with you as your de facto partner on a bona fide domestic basis
- (e) your relative who lives in the same dwelling with you as a member of your family group and is related to you by blood or by marriage or is related by blood to your spouse or defacto spouse.

13.1.4 You must give us as much notice as possible if you take leave and give us the name of the person who requires care, that person's relationship to you, the reason for taking leave and the estimated time you will be away from work. If you cannot give us notice that you will be away from work beforehand you shall tell us by telephone as soon as you can on the first day of your absence, or no later than 4 hours after your normal starting time.

### 13.2 Unpaid Leave for Family Purposes

If we agree you may take unpaid leave for the purpose of providing care and support to any of the persons referred to in clause 13.1.3.2 above who is ill.

## 14. BEREAVEMENT LEAVE

14.1 If you are a regular employee you may take up to 2 days bereavement leave during each year of employment without deduction of pay on the occasion of the death of any of the persons described in clause 13.1.3.2 above provided that for the purpose of bereavement leave you need not have been responsible for their care.

14.2 You must give us as much notice as possible if you take leave and give us any reasonable proof we may ask.

14.3 You are not entitled to bereavement leave under this clause during any period

where you have been granted other leave. Bereavement leave may be taken together with other leave available to you under this agreement.

## 15. WORK CLOTHES AND SAFETY EQUIPMENT

15.1 We will provide you with all necessary safety clothing/equipment, and the following 2 issues of clothing per year.

	<u>Summer</u>	<u>Winter</u>
Shirts	2	2
Pants/shorts	2	2
Boots	1	1
Jacket	Nil	1



15.2 You must use/wear these items at all times when necessary and you must take good care of them.

15.3 If you finish your employment with us after less than 4 weeks you will be charged the cost of boots and clothing supplied but this charge will be reduced by 25% for each week completed.

## 16. JURY SERVICE

16.1 If you are required to attend for jury service we will pay you the difference between what you would have earned while working for us and the amount of jury pay received by you.

16.2 You shall give us proof that you were on jury service and the amount received.

16.3 You must tell us as soon as you know that you are required for jury service.

## 17. GRIEVANCE/DISPUTE PROCEDURES

If any grievance or dispute arises at work the following procedures must be observed:

17.1 The matter must be raised in the first place with your immediate supervisor.

17.2 If the matter cannot be resolved quickly at that stage it can be referred to the Production Supervisor or the Plant Manager.

17.3 If the matter is not settled it shall be referred as soon as possible to the Industrial Relations Commission whose decision shall be final.

17.4 While the above procedures are being followed work shall continue as normal. However, the fact that work is continuing shall not prejudice any person or party in terms of the merits of the grievance or dispute.

17.5 All parties to the grievance or dispute shall at all time confer in good faith and without unnecessary delay.

An AWU job representative may be involved at any stage of this process.

## 18. REDUNDANCY

If we need to make you redundant we will:

18.1 Give you 4 weeks notice or pay you wages for any period of less than 4 weeks.

18.2 Pay you severance pay of 4 weeks pay plus 2 1/2 weeks pay for each year of service to a maximum total of 52 weeks severance pay.

18.4 Pay you sick leave accumulated as at 15 February, 1993 (if you were employed by us at that date and you are still employed by us) in accordance with the *Industrial Relations Act 1996*.

18.5 Pay you accrued annual leave in accordance with the *Annual Holidays Act 1944*.

18.6 Pay you long service leave in accordance with *Long Service Leave Act 1955*.

18.7 Give you an itemised account of all termination payments.

18.8 Provide you with assistance in seeking alternative employment, such as time off to look for work and assistance preparing a resume for seeking alternative employment.

## 19. RIGHT OF ENTRY

As set out in the *Industrial Relations Act 1996* an authorised officer of the Union may, by giving us at least 48 hours notice, enter the plant to hold discussions with you in any lunch or non-working time, or to investigate any breach of the industrial relations legislation or of this agreement.

## 20. TERM

This agreement shall operate from the first pay period to commence on or after 19 March, 1997 and shall remain in force until 21 May, 1998.





Signed for and on behalf of  
Blue Circle Packaging

[Signature]  
Les Matheson

Andrew McCall 21.3.97  
Andrew McCall

Signed by employees of Blue Circle Packaging

- JOHN DALLAS
- DAVID RUTAN
- NOEL YEAP-DYK
- GIOVANNI BONANNI
- Peter Ruskert
- Joseph Cana
- SIMIONE TURAGA
- STEVEN MORCSANDY
- BRUCE PARSONS
- ALAN GIBBONS

ANTHONY COLLIER  
18-3-97

Signed for and on behalf of the  
AWU-FIME Amalgamated Union, NSW Branch

[Signature]  
Russ Collison

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