

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:EA98/257**

**TITLE: Rothmans of Pall Mall (Australia) Limited & Transport Workers Union  
(NSW Branch) Manufacturing Business Continuous  
Improvement Agreement 1998**



**I.R.C. NO: 98/4661**

**DATE APPROVED/COMMENCEMENT: 8 September 1998**

**TERM: 24 Months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 53**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees who are employed under the terms of the Transport Industries (Mixed enterprises) State Award, and who are engaged to perform work within the manufacturing operations of the employer at the employer's premises located at 26 Ferndell Road South Granville

**PARTIES:** Rothmans of Pall Mall (Australia) Ltd -&- Transport Workers' Union of Australia, New South Wales Branch



*Rothmans of Pall Mall (Australia) Limited*

**Rothmans of Pall Mall (Australia) Limited**

**and the**

**Transport Workers Union - NSW Branch,  
Manufacturing Business Unit Continuous**

**Improvement Agreement 1998**

**Enterprise Agreement**

## **Arrangement**



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## SECTION 1 - STRATEGIC CONTEXT



### 1.1 Rothmans Pacific Vision

This agreement aims to promote a culture of Continuous Improvement and achieve 'best practice' in Rothmans' Manufacturing Operations.

The basis for developing our culture of Continuous Improvement is the Rothmans' Vision. That Vision is:

*To be the Consumers first choice in tobacco products, recognised for leadership in quality and innovation.*

The parties to this Agreement endorse and support this vision.

### 1.2 Manufacturing Objectives, Philosophy and Policy

To put our Vision into action in Manufacturing, the Objectives, Philosophy and Policy of the Rothmans' Manufacturing Division have been developed. They are:

#### Objectives:

- To manufacture cigarettes of specified quality at the lowest possible cost.
- To manufacture adequate quantities of cigarettes to ensure that our products are always available to the customer.
- To ensure the continued existence of RPMA by investing in people, machinery and new products.

#### Philosophy:

- We set ourselves the highest standards and believe that anything worthwhile doing must be done well.
- We believe that our employees competence, experience and loyalty are our greatest assets.
- We believe that the quality of the products we manufacture is our highest priority.
- We believe that people can assist in achieving productivity.
- We believe that quality, productivity, safety and housekeeping go hand in hand.
- We believe in innovation.

**Policy:**

- To concentrate on the manufacture of cigarettes and to make quality our highest priority.
- Pursuing the highest standards of productivity, safety and housekeeping in a pleasant and functional work environment.
- Giving equal opportunities to all employees by making appointments based upon competence with preference to promotion from within the Company where possible.
- Training employees to equip them with the necessary knowledge and skills in order to pursue technical excellence.
- Paying employees market related remuneration to enable them to maintain proper standards of living.
- Justifying new products commercially while taking into consideration other less tangible factors.
- Supporting Australian suppliers subject to quality and cost considerations.
- Maintaining long term business relationships with suppliers.



The ultimate purpose of the Vision is to guide our work behaviour so that everything we do at Rothmans contributes to the achievement of the Vision, no matter how small or large.

**1.3 Commitments to Reform**

It is a term of this agreement that the Parties undertake to continue with the implementation of structural efficiency measures at the workplace level and that they will continue to assist and actively co-operate in achieving increased productivity, efficiency and flexibility.

**1.4 Continuous Improvement**

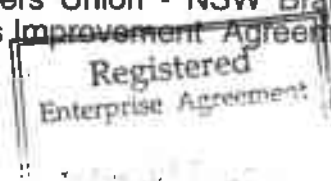
It is a term of this agreement that the parties continue to observe the concept of continuous improvement. The agreed definition of continuous improvement is as follows:

Continuous Improvement is the ongoing process of identifying and implementing any areas that improve the operating performance of the company which has an impact on its competitiveness through service, quality or productivity enhancements.

## SECTION 2 APPLICATION AND OPERATION OF AGREEMENT

### 2.1 Title

This Agreement shall be referred to as the Rothmans of Pall Mall (Australia) Limited and Transport Workers Union - NSW Branch, Manufacturing Business Unit Continuous Improvement Agreement, 1998.



### 2.2 Parties to Agreement

The Parties to this Agreement are:

- (a) The Manufacturing Business Unit of Rothmans of Pall Mall (Australia) Limited at 26 Fendell Street, South Granville
- (b) The employee organisation below:  
Transport Workers' Union - NSW Branch.

### 2.3 Coverage of Agreement

2.3.1 This Agreement covers all employees performing work within the occupations, industries and callings of the Award in Appendix A (subject to clause 2.5) and this Agreement, and eligible for membership of the union of employees as listed herein.

2.3.2 This agreement rescinds and replaces all previous agreements between the Parties to this agreement.

### 2.4 Duration

This Agreement will commence from the date of certification and will continue for a period of 24 months.

### 2.5 Relationship to Parent Award

The terms of the award in Schedule A, as in force on the date of certification of this agreement, shall form part of this Agreement in respect of the parties covered by this agreement, except where such terms are inconsistent with the terms of this agreement. Where this agreement addresses a provision or issue, the agreement shall apply. Where this agreement does not address a provision or issue, the relevant parent award shall apply.



**No Further Claims**

The Union undertakes that for the duration of this agreement there will be no further claims in wages or conditions sought or granted except for those provided under the terms of this agreement.





## SECTION 3 - REMUNERATION AND BENEFITS

### 3.1 Wage Increases

3.1.1 It is agreed that the following wage increases will be applied to the Remuneration Table:

4% increase	effective on the first pay period on or after date of ratification of Agreement, but payments backdated to 1 July, 1998
2% increase	effective 1 July, 1999
2% increase	effective 1 February, 2000

3.1.2 No further wage increases will occur until at least 3 months after the expiry of this Enterprise Agreement

3.1.3 All increases will be effective from the first full pay period on or after these dates.

3.1.4 The wage increases specified in subclause 3.1 will be payable in addition to the rates of pay for the relevant classifications in Clause 3.2 of this Agreement. The rate will form part of the all purpose agreement rate of pay for employees covered by this agreement.

### 3.2 Remuneration Table

3.2.1 The following classification structure and rates of pay will apply to employees covered by this Agreement.

The rates of pay and relativities are effective as described in clause 3.1. These rates of pay will be increased as detailed in clause 3.1. The rates of pay include, where relevant, the service allowance, leading hand allowance, and cleaning allowance.

3.2.2 The following positions will move in the classification structure effective from 1 July, 1998. Employees affected by this movement are required to close off the skills gap in competencies within six months after the ratification of this Agreement.

#### Leaf Production:

Intermediate Operator/Forklift Driver will move from Level 2 pay scale C to Level 3 pay scale D. Will be required to close off skills gap.

#### Cigarette/Filter Making:

Forklift Driver Level 2C will move up to Level 3D.

**Infestation Control:** Will move from Level 2C to Level 3E. Will be required to close off new competency workload shifting equipment.

**Advanced Materials Ordering & Control:** Will move from Level 3D to Level 3E. Will be required to close off new competency workload shifting equipment.

**Packing:**

**Mentholator, Materials & Product Handling:** Level 3D will move to Level 3E.



REMUNERATION TABLE

Pay Level	Current Rate (Effective 1.2.98)	4% Payable on Ratification - Backdated to 1.7.98	Rate of Pay 2% Increase 1.7.99	Rate of Pay Increase 2% 1.2.2000	Leaf Ass.	Leaf Prod	Leaf QA	Cig & Filter Making	Cig Packing	QA	Stores
H	\$783.47	\$814.81	\$831.11	\$847.73				5	5		
G	\$708.20	\$736.53	\$751.26	\$766.29		4		4	4		
F	\$674.77	\$701.76	\$715.80	\$730.12	4				Team Leader		4
E	\$642.48	\$668.18	\$681.54	\$695.17		3	3	Adv. Mats Ordering & Control Infest.	3 (Mentholator) Mats & Prod Handling	3	3 (Eng. Store)
D	\$623.81	\$648.76	\$661.74	\$674.98	3 (FLD)	2(I/M Op/FL D)		Forklift			3 (Materials & Yennora)
C	\$616.94	\$641.62	\$654.45	\$667.54			2			2	
B	\$585.00	\$608.40	\$620.57	\$632.98	2(I/M Op)	2(I/M Op)		2 (M/S)	2 (M/S) 2 (Auxiliary)		
A	\$510.27	\$530.68	\$541.29	\$552.12	1	1	1	1	1	1	1

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### 3.3 Payment of Wages

- 3.3.1 Wages will be paid fortnightly by electronic funds transfer (EFT) to an account (Bank, Credit Union or Building Society) nominated by the employee. Wages will be paid one week in advance and one week in arrears.

Wherever wages are paid by EFT, the employer shall meet the following costs:

- (a) The employee's account establishment costs.
- (b) The cost of each deposit of wages in the employee's account including government charges.
- (c) The cost of two withdrawals of each deposit of wages from an employee's account.

These costs will be paid annually and will be included in the first pay in June of each year unless otherwise mutually agreed between the parties.

If the on-site Credit Union facility is discontinued the parties will discuss the payment of wages by EFT.

- 3.3.2 On or prior to pay day the employer will state to each employee in writing the amount of wages to which the employee is entitled, the amount of deductions made therefrom, and the net amount being paid.
- 3.3.3 On termination of employment wages due to an employee will be paid on the date of termination or sent by registered post or collected by the employee on the next working day.
- 3.3.4 An employer may deduct from monies due to an employee any payments authorised in writing by the employee for a lawful purpose specified in the authority and make payments of such amounts on behalf of the employee.

### 3.4 Allowances

The following allowances will be maintained:

- (a) First aid allowance of \$7.00 per week, when required by the Company.
- (b) Disability allowance of \$0.70 per hour.
- (c) Laundry Allowance of \$5.00 per week.
- (d) Meal Money of \$7.00 on each occasion.

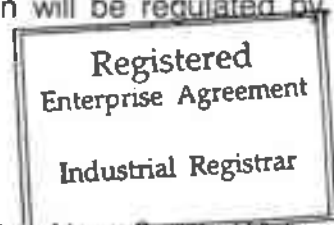
**3.5 Superannuation.**

The Company is committed to the continued provision of the current level of Superannuation employer contribution of 9%.

The Parties recognise that the Company's existing level of Superannuation contributions are in excess of the legislative requirements contained in the Superannuation Guarantee Administration Act 1992.

The Parties agree that all future increases in the Superannuation Guarantee levy during the course of this agreement will be absorbed to the extent available.

All other relevant aspects of Superannuation will be regulated by the appropriate Commonwealth legislation.



**3.6 Accident Pay**

Accident Pay will be in accordance with the New South Wales Workers' Compensation Act 1987.

**SECTION 4 - TRAINING, CLASSIFICATION STRUCTURE AND PROGRESSION**

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**4.1 Training**

**4.1.1 Access to Level 3 (Multifunctional Operators)**

The number of people to commence training and assessment for Level 3 will not be according to the number of vacancies (machine dependent) available in any area. The selection process however will be used to prioritise training resources.

**4.1.2 Access to Levels 4 and 5 (Making, Filter & Packing only)**

- (a) Open access to training for Levels 4 and 5 will be replaced by training on a "needs" basis, effective from the date of ratification of this agreement.

The Company has stipulated its current training needs for Levels 4 and 5 to be the following:

<b>Level 4</b>	<b>Company needs</b>
Filter/Making	34
Packing	31
<b>Level 5</b>	
Filter/Making	4
Packing	6

The Company undertakes to achieve the Level 4 number in packing within a three year period from the date of ratification of this Agreement. Thereafter, the Company would train one additional employee in Making and Packing in Level 4 per year.

With regards to the Company's needs for Level 5 Operators, once the Company's current needs have been met, a review of the numbers will be made with the intention of moving towards one Level 5 Operator per group.

- (b) Selection for training for Levels 4 and 5 will be made after candidates are assessed using a review of past performance. This will follow a three month running period at Level 3 or Level 4.

Candidates for Level 4 will be required to undertake an aptitude test, as will candidates for Level 5 (other than current technical operators i.e. those who block transferred to Level 4).



with candidates for Level 5 training, where the performance of two candidates is deemed to be of an equal standard, priority will be given, if applicable, to current technical operators (those who previously block transferred to Level 4).

Trade certificate qualifications are not a prerequisite to successfully achieving advancement to Level 5.

#### 4.1.3 Advanced Training Allowance (Making, Filter & Packing only)

(a) An advanced Training Allowance of \$15.00 per week will be paid to employees successfully selected for training, upon the commencement of training for advancement from Level 3 to 4. If an employee satisfactorily completes all training and assessment for Level 4, they will receive the remaining increase to the full pay level for Level 4.

(b) An advanced Training Allowance of \$18.00 per week will be paid to employees successfully selected for training, upon the commencement of training for advancement from Level 4 to 5.

If an employee satisfactorily completes all training and assessment for Level 5, they will receive the remaining increase to the full pay level for Level 5.

(c) Those employees who were waiting for training as at 10 February, 1998, and who were receiving a training allowance, will receive a one-off payment equivalent to 12 months' training allowance. This one-off payment will be made upon ratification of this Agreement or on 1<sup>st</sup> July, 1998, whichever is the later date.

#### 4.1.4 Non-completion of Technical Training (Making, Filter & Packing only)

If an employee has commenced training but has not satisfactorily completed the next level of training and assessment, by the end of this Agreement when advancing from Levels 3 to 4 or Levels 4 to 5 (Making, Filter & Packing only) and has accepted the advanced training allowance, the Advanced Training Allowance will be discontinued, after a complete review of the individual's performance.

If, for reasons which are beyond the responsibilities of the employee and at the expiry of the Agreement, an employee has not satisfactorily completed the training and assessment, then no employee will be disadvantaged and the Advanced Training Allowance will continue until such times as the individual has completed the training and assessment.

#### 4.2 Career Development

All employees will have a career and development discussion with their immediate manager, at least once per year. This is part of our Enterprise Agreement to invest in people. These discussions will cover the employee's interests and their potential to meet their development and career opportunities.



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#### **4.3 Classification Structure**

The classification structure and competency standards outlined in the Remuneration Table and Appendix B will apply at the Company's Manufacturing operation covered by this agreement.

#### **4.4 Instruction Allowance**

This Agreement strives to achieve a learning based culture within Rothmans. The Parties undertake to remove all obstacles that prevent the achievement of this goal.

All employees are responsible for on-the-job instruction and are committed to demonstrate, show and explain their various job functions and techniques to their fellow employees irrespective of level in the classification system. In recognition of their contribution to the training process of employees from Level 2 to Level 3 (Operators only) an Operator Instruction Allowance of \$6.00 per day per trainee will be divided among those Operators carrying out on the job instruction at the request of Management.

Formal training is recognised as a separate job function and will be addressed within the classification structure. Formal training is defined as being conducted apart from the production process and has defined measurable learning outcomes.

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## SECTION 5 HOURS OF WORK AND SHIFT WORK

### 5.1 Hours of Work

- 5.1.1 The ordinary hours of work of all employees (~~excluding 7 day shift workers~~), exclusive of meal times, will average thirty-six (36) hours per week, Monday to Friday. Provided that ordinary hours of work may also be worked on Saturday and/or Sunday where there is agreement between the Company and the employees concerned.

For all ordinary hours performed on a Saturday the rate of pay will be time and a half. For all ordinary hours performed on a Sunday the rate of pay will be double time.

- 5.1.2 The parties to the Agreement have agreed to continue the shift work roster implemented at the commencement of production on 30 January 1995. This roster has the following features:

- 9 hour (paid) per day
- 36 hours per week
- 4 day week, every week, i.e. one day off every week.
- Roster to be Monday to Thursday or Tuesday to Friday for Tobacco Workers and Truck Drivers.
- Lay Days for Engineers Store Storemen will be Monday, Wednesday or Friday.
- Lay Days for Materials Store Storemen will be Monday or Friday.

5 days production available per week

- One main meal break, one tea break in the first half of the shift and one tea break in the second half of the shift totalling 70 minutes, to be taken as agreed (45 minutes unpaid and 25 minutes paid).
- day shift start: 6.30 am (6.00 am Materials Store and Truck Drivers)
- shift change over: 4.15 pm and 4.10 pm (3.45 pm changeover in Materials Store)
- afternoon shift finish: 1.55 am

See Appendix C for Hours of Work detail for each department.

- 5.1.3 Different methods of implementing the 36 hour week may apply to various groups or sections of employees in the plant by agreement. Agreement will not be withheld unreasonably.

- 5.1.4 Where the method of implementing the 36 hour week is by one lay day per fortnightly cycle, it may be implemented in any one of the following ways:

- (a) By fixing one week day on which all employees in a particular section or sections will be off during the work cycle.
- (b) By rostering employees off on various days of the week during the work cycle so that each employee has one week day off during that cycle.
- (c) By accruing up to a maximum of ten (10) lay days to be taken as one or more blocks or as otherwise agreed.

In relation to paragraphs 5.1.4 (a) and 5.1.4 (b) such days will be a Monday or Friday. In emergency circumstances the lay day may be deferred to be taken at a later time, by mutual agreement.

**5.1.5** When the daily ordinary starting and finishing times, including the duration of the meal break, for all or any employees in the establishment have been fixed they shall not be altered except by agreement:

- (a) in individual cases: between the employee and the employer; and
- (b) in all other cases: between the union and the employer.

Agreement will not be unreasonably withheld having regard to the productivity and efficiency of the Company and the interests of the employees.

**5.1.6** A meal break of 35 minutes will be given to each employee no later than five hours after the commencement of the employee's ordinary day or shift and will not be counted as time worked.

In emergency circumstances, or as otherwise agreed, a meal break may be deferred. Continuous shift workers will be entitled to a meal break in accordance with subclause 5.4.2 of this agreement.

**5.1.7** The Company may stagger the starting and finishing times to meet operational requirements.

**5.1.8** Ordinary hours will be worked within a spread of hours of 6.00 am to 6.00 pm. Once the spread of hours has been fixed, it may only be varied by agreement with the employees concerned.

## **5.2 Overtime**

### **5.2.1 Payment for Overtime**

- (a) *Monday to Friday inclusive*: for all time worked on any day Monday to Friday inclusive in excess of or outside the ordinary hours of work prescribed in accordance with this agreement employees shall be paid at the rate of double time.

- (b) *Saturday*: for all time worked on a Saturday except during the ordinary hours of a Friday afternoon shift, employees shall be paid at the rate of double time.
- (c) *Sunday*: for all time worked on a Sunday, except that part of a Monday shift, worked prior to 12.00 midnight employees shall be paid at the rate of double time.
- (d) *Public Holidays*: all triple time.



### 5.2.2 Minimum Overtime Period

A day worker or a shift worker (other than a shift worker filling in for another shift worker late for duty) requested to present himself/herself at work for a Saturday, Sunday or Public Holiday on which he/she is not rostered for duty will be allowed at least four (4) hours work. This does not apply when overtime is worked before the start of or at the end of a rostered shift. In such cases, the employer may nominate any period of overtime and not necessarily a four (4) hour minimum.

### 5.2.3 Meal Money

Meal money of \$ 7.00 will be paid or a meal supplied in the following circumstances:

- (a) An employee, who is requested to work overtime for one (1) hour before and/or after his/her normal work period, and thereafter a payment of \$ 7.00 to be made for each additional four (4) hours overtime.
- (b) An employee not engaged on continuous shift work required to work overtime on a Saturday, Sunday or Public Holiday shall not be entitled to be supplied with a meal or to payment in lieu thereof in respect of the first prescribed meal break but during each subsequent meal break shall either be supplied with a meal or be paid \$7.00 for each meal. Provided that if the employee was not notified of the requirement on the previous day or earlier he/she shall be entitled to be supplied with a meal or to payment in lieu thereof in respect of all prescribed meal breaks.
- (c) An employee, who is recalled to work at least two (2) hours overtime after having left the premises following normal work time or on a weekend provided overtime is scheduled to continue beyond these two (2) hours. Should the work continue for a further four (4) hours and still have to continue further, another payment of \$ 7.00 meal money will be made.
- (d) The provision of a canteen meal, instead of the payment of meal money, will apply during the Canteen's normal servicing hours.



#### 5.2.4 Crib Breaks - Overtime

- (a) Unless the period of overtime is less than ~~one (1) hour~~ an employee before starting overtime after working ordinary hours, shall be allowed a crib break of ten (10) minutes.
- (b) The Company and employees may agree to any variation of the crib time provision to meet the circumstances of the work providing that the employer shall not be required to make any payment in excess of the time allowed and at the specified rate to the correct situation. A twenty (20) minute crib break applies between double shifts.

#### 5.2.5 Time Off in Lieu of Overtime Worked

Time off in lieu of overtime worked may be agreed between an employee and the Company. Such time off will be calculated at the ordinary time equivalent and will be taken at a mutually acceptable time.

The shift manager, or in his/her absence, the departmental manager may only approve time off in lieu of overtime arrangements.

The existing overtime rostering arrangements will be maintained.

#### 5.3 Rest Periods

- 5.3.1 An employee (other than a casual) who, works overtime, and has less than eight consecutive hours off duty before commencing the next shift will subject to this subclause, be released after completion of the overtime without loss of pay until eight consecutive hours off duty have elapsed.
- 5.3.2 An employee who, on the instructions of the employer, resumes or continues work without having had eight consecutive hours off duty will be paid at overtime rates until released from duty and will then be entitled to be absent without loss of pay for eight consecutive hours.

#### 5.4 Shift Work

- 5.4.1 Employees engaged on shift work whilst on shift will be paid for all ordinary time worked a premium above his or her ordinary rate in accordance with the existing shift allowance.
- 5.4.2 An employee whilst on continuous shift work shall be entitled to a meal break (to be counted as time worked) of 20 minutes duration.



## **SECTION 6 - LEAVE ENTITLEMENTS**

### **6.1 Annual Leave**

- 6.1.1**
- (a) Annual leave will accrue at the rate of 144 hours per year.
  - (b) A seven-day shift worker annual leave will accrue at the rate of 180 hours per year (25 x 7.2 hour days).
  - (c) An employee on weekly hiring will accrue annual leave at a rate of 2.77 hours for each 36 ordinary working hours worked.
  - (d) An employee with one year's continuous employment who is engaged for part of the year as a seven day shift worker is entitled to have the period of leave prescribed by paragraph (a) hereof increased by 1.92% of the ordinary time of the period of engagement. Where the additional leave is or comprises a fraction of a day the fraction will not form part of the leave period and any fraction will be discharged by payment only.

**6.1.2** Each employee before going on leave will be paid:

- (a) The wages including shift work allowances (and weekend penalty rates for ordinary time for seven day shift workers) which would have been received by the employee in respect of ordinary time for the relevant period had leave not been taken, or
- (b) The wages including a loading of 20% calculated on the amount of such wages, whichever is the greater. Wages shall not be calculated for the purposes of this clause to include overtime.

### **6.1.3 Broken Leave**

The annual leave will be given and taken in one or two continuous periods. If the annual leave is given in two periods then one of those periods must be of at least 21 consecutive days.

If employer and an employee so agree the annual leave entitlement may be given and taken in two separate periods neither of which are at least 21 consecutive days or in three separate periods or any other variation.

**6.1.4 Leave Allowed Before Due Date**

- (a) The employer may at any time allow in advance the whole or part of the leave period before the right to leave has accrued.
- (b) Where the leave has been taken before the right to annual leave has accrued, the right to further annual leave will only accrue after the end of the year of employment for which the leave has been taken.

**6.1.5 Time of Taking Leave**

- (a) The annual leave will be given by ~~the employer and will be~~ taken by the employee before the end of a period of six months from the date upon which the right to leave accrues.
- (b) The employer has the right to determine when the leave will be given and shall give the employee at least four weeks notice of the commencing date.

**6.1.6 Leave to be Taken**

The annual leave set by this clause will be allowed and taken, and except in the case of payment on termination of employment, payment may not be made nor accepted in lieu of leave.

**6.1.7 Annual Leave Exclusive of Public Holidays**

Where any holiday entitlement under this agreement occurs during a period of annual leave, the period of leave will be increased by one day in respect of that holiday. Payment for such holiday will not be included in the calculation of annual leave loading.

**6.1.8 Payment for Leave on Termination of Employment**

Where the employment of an employee is terminated:

- (a) If the annual leave which has accrued has not been taken the employer will pay to the employee four weeks annual leave pay and the appropriate loading as set by subclause 6.1.2 together with proportionate annual leave pay for a period calculated at 7.68% of the ordinary time worked in excess of the year of employment. The annual leave loading will not be applied to any proportionate annual leave payment.
- (b) Where the employment is less than a year and leave has not been taken in advance, the employer will pay to the employee a proportionate leave payment calculated in accordance with subclause 6.1.2 hereof on a period of 7.68% of the ordinary time worked in the period of employment; provided that the

loadings prescribed by paragraph 6.1.2 hereof are not be applied to such proportionate leave payment.

- (c) Where leave has been taken in advance by an employee under subclause 6.1.4; and
- (i) employment is terminated before completion of the year of employment to which such leave was taken; and
  - (ii) the sum paid to the employee as pay for the leave so taken in advance exceeds the sum which the employer is required to pay under paragraph (ii), the employer will not be liable to make any payment to the employee under paragraph (ii) and will be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of employment.



## 6.2 Annual Close-down

Where the employer closes the establishment or section to allow annual leave to all or a majority of the employees, the employer will pay to the employees the annual leave pay as set in subclause 6.1.2.

- (a) Where an employee has less than twelve months employment with the employer at the commencement of the close-down the employer may, in stead of the wages set in paragraph 18.2 pay that employee pro rata wages for a period calculated at 7.68% of the ordinary time during the period of employment including the close-down period.
- (b) An employee to whom paragraph (i) hereof applies and who has been paid pro rata wages under that paragraph, will be treated as commencing the ensuing period of employment for the next subsequent period of annual leave at the date of commencement of annual leave for which pro rata wages were paid.
- (c) An employee who has received pro rata annual leave and is terminated, will for the whole period of employment be paid under subclause 18.9 less the amount of pro rata payment.

## 6.3 Long Service Leave

Long Service Leave will be given and taken in accordance with the New South Wales Long Service Act 1955, except in that calculation for service after 1972 shall be at the rate of 17.5%.



**6.4 Bereavement Leave**

- 6.4.1** An employee on weekly hiring (including part-time employees) shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild, grandchild, grandparents or parents-in-law. For the purposes of this subclause the words "wife" and "husband", shall include defacto wife or husband and the words "father" and "mother" shall include foster-father or mother and stepfather or mother.
- 6.4.2** An employee on weekly hiring shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, son, daughter, father or mother and where such employee travels outside of Australia to attend the funeral.
- 6.4.3** An employee on weekly hiring shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, son, daughter, father or mother and where such employee does not travel outside of Australia to attend the funeral.
- 6.4.4** The employer will consider any ~~extension on compassionate~~ grounds and the payment if any.



**6.5. FAMILY LEAVE**

As per the Industrial Relations Act (NSW) 1996 provisions.

**6.6 Sick Leave**

An employee on weekly hiring who is absent from work on account of personal illness or injury is entitled to leave of absence without deduction of pay subject to the following conditions and limitations:

**6.6.1 Part-time Employees**

- (a) A part-time employee will not be entitled during the first year of any period of service with an employer to leave in excess of an amount calculated as follows:

*No. of constant hours worked each week x 7.2*

- (b) If during the first six months of any period of service with an employer leave will accrue at 26.6% of the constant number of hours worked each week for every completed month of employment.

If on application by the employee during the seventh month of continuous employment and if the availability of an unclaimed balance of leave the employee will be paid for any leave taken during the first six months and to which payment was not made.

- (c) During the second and subsequent years of any period of service with an employer a part-time employee will not be entitled to leave in excess of an amount calculated as follows:

*No. of constant hours worked each week x 72*

5



#### 6.6.2 All Other Weekly Hiring Employees

All other weekly employees will be entitled during the first year of any period of service with the employer to leave of 64 hours of working time.

If during the first six months of the first year of any period of service with the employer the employee will be entitled to leave which will accrue on a pro rata basis of 10-2/3 hours of working time for each month of continuous employment completed with the employer.

On application by the employee during the seventh month of continuous employment and subject to the availability of an unclaimed balance of leave the employee will be paid for any leave taken during the first six months and for which payment was not made.

The employee will not be entitled during the second or subsequent years of any period of service with an employer to leave in excess of 80 hours of working time.

#### 6.6.3 An employee will:

- (1) notify the employer of inability to attend for work from illness or injury as soon as possible, and in any event prior to the start of the absence and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence; and
- (2) produce within 48 hours of the start of the absence a medical certificate or evidence satisfactory to the employer showing inability from such illness or injury to attend for work on a day or days for which sick leave is claimed. If the employer is satisfied that the illness of the employee was genuine it will

not insist on a medical certificate being produced for a single day absence.

- 6.6.4** An employee who is in receipt of worker' compensation payments for a period of incapacity, but who does not have such compensation payments made up by accident pay by the employer, may elect to be paid out of any sick leave credits the difference between the amounts of workers' compensation pay and the ordinary rate of pay.
- 6.6.5** Sick leave will accumulate from year to year so that any balance of the period specified in paragraphs 22.1 (i) and (ii) hereof which in any year has not been allowed to an employee, by an employer as paid sick leave may be claimed by the employee. Subject to the conditions where set accumulated sick leave, will be taken by the employee in a subsequent year without diminution of the sick leave prescribed in respect of that year.
- 6.6.6** Sick leave entitlement will not be reduced by reason of attendance at an employer's clinic or first aid room.
- 6.6.7** No sick leave will accrue or be credited for any sick leave year during the whole of which an employee is absent from work.
- 6.6.8** When an employee with twelve months or more continuous employment with an employer leaves that employment (other than dismissal for serious misconduct) or dies, all sick leave accrued but not taken shall be paid on such termination of employment at the ordinary rate of pay.

**6.6.9 Supplementary Sick Leave**

Subject to the provisions of this clause, including requirements for Medical Certificate, an employee:

- (i) who has completed at least ten (10) years unbroken service, but less than twenty (20) years unbroken service, and who is absent for a continuous period in excess of two (2) weeks, or
- (ii) who has completed at least twenty (20) years unbroken service and who is absent for a continuous period in excess of one (1) week through personal illness or injury and has exhausted their sick leave credits and is not in receipt of, or will not be entitled to receive, any other form of compensatory payment in respect of the excess period over two weeks or one week as the case may be, will be paid by the Company, in respect of such excess period not exceeding three months, at 70% of their ordinary rate of pay for that period of absence. Access to this benefit is available on only one occasion per annum for each employee.



At any subsequent occasion where an employee is absent for more than one extended period of one week or more duration, the Company, at its discretion, may not require the employee to be absent for the appropriate qualifying period. The Company may require at any time an employee to be medically examined by the Company doctor prior to making any such payments, or during a period when such payments are being made.

Registered  
Enterprise Agreement  
Industrial Registrar

#### **6.6.10 Pay Out of Accrued Sick Leave**

As an alternative to subclause 6.6.5 (Accumulation of Sick Leave) and 6.6.9, the following may apply where there is agreement between the Company and the employee.

- (a) An employee may request payment at their ordinary rate of pay of fully accrued sick leave (ie. sick leave relating to completed years of service) at the end of each calendar year provided an employee retains at least 80 hours' sick leave entitlement.
- (b) If an employee elects to use this provision and subsequently requires the use of the supplementary sick leave provision the qualifying periods of two weeks and one week contained in paragraphs 6.6.9 (i) and (ii) will be extended by an equivalent of the sick leave paid out in the previous 12 month period before supplementary sick leave payments would be made.

#### **6.7 Parental Leave**

As per Industrial Relations Act (NSW) 1996 provisions.

**6.8 Public Holidays**

**6.8.1** Subject to subclause 6.8.2, an Public Holidays without deduction of pay, employee is entitled to the following

**(a) Specified Days:**

New Year's Day  
Australia Day  
Good Friday  
Easter Monday  
Anzac Day  
Queen's Birthday  
Eight Hour Day or Labour Day  
Christmas Day  
Boxing Day  
Easter Saturday (for seven day shift workers only)



or such other day as is publicly observed throughout the relevant State as substitute for any of the said days respectively. If any of these holidays is not publicly observed on a working day and no holiday in lieu thereof is proclaimed as a substitute in a State then in that State an extra day shall be granted either:

- (i) by adding it to the annual leave period in the following twelve months; or
- (ii) on another day at a time suitable to the needs of the employer and of which employees are given two weeks notice.

**(b) Additional days**

One holiday to be observed on the day prescribed each year, in or pursuant to, the Federal Metal Industry Award.

A special holiday - any other day, Monday to Friday, proclaimed a special holiday to be observed generally throughout a State shall be observed as a public holiday under this agreement in that State only; provided that this shall not have the effect of providing two holidays for the same reason if that holiday is otherwise referred to within the terms of this clause.

**6.8.2 Holidays - Absence on Working Day Before or After**

An employee will not be entitled to payment for such holiday if an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer.

**6.9 Jury Service**

An employee on weekly hiring required to attend for jury service during his ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid for his attendance for jury service and the amount of wage he would have received for the ordinary time (including shift allowance) he would have worked had he not been on jury service.

An employee will notify his employer as soon as possible of the date which the employee is required to attend for jury service. Further the employee will give his employer proof of his attendance, the duration of such attendance and the amount received in respect of such jury service.

No entitlement to leave shall arise under this subclause when it coincides with any other period of entitlement to leave (including absence from work or workers' compensation)



## **SECTION 7 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**



### **7.1 Single Bargaining Unit**

For the purpose of negotiating this agreement a single bargaining unit has been established.

The single bargaining unit is comprised of representatives of management, unions and employees from all areas of the Company's operation at South Granville.

### **7.2 Consultative Structures**

The parties have established a Manufacturing Consultative Committee comprising of management and employee representatives. Reporting to this committee are Departmental Sub Committees and Training Workgroup. Each committee will comprise of management and employee representatives.

The role of the Manufacturing Consultative Committee is to develop and implement a mechanism for continuous improvement in the Company's competitiveness both nationally and internationally. Each of the departmental subcommittees are to assist in this role by providing detailed studies. The Training Workgroup will have the charter to examine and look at ways of improving the delivery of training in the workplace while maintaining the consistent standard provided by the modular concept.

Scheduling of consultative committee meetings shall as far as possible take place outside of normal work times and be paid at overtime rates.

Where the meeting occurs within normal work time for one or more members of the committee, the member(s) will ensure that all areas of their immediate responsibility are provided for in terms of notifying their supervisor of their required attendance at the meeting, organising relief (where appropriate and/or necessary) and ensuring any urgent work is completed.

### **7.3 Company Duty to Notify and Discuss Change**

#### **7.3.1 Rothmans' Duty to Notify**

- (a) Where the Company has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the Company will notify the employees who may be affected by the proposed changes and their Industrial Organisation.

- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required: the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

If the agreement makes provision for alteration of any of the matters referred to herein an alteration will be treated as not to having a significant effect.

### **7.3.2 Rothmans' Duty to Discuss Change**

- (a) The Company will discuss with the employees affected and their Industrial Organisation, inter alia, the introduction of the changes referred to in provision (a) hereof, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussion will commence as early as possible after a definite decision has been made by the Company to make the changes referred to in provision (a).
- (c) For such discussions, the Company will provide in writing to the employees concerned and their Industrial Organisation, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matter likely to affect employees. The Company is not required to disclose confidential information, the disclosure of which would be inimical to its interests.



### **7.4 Grievance/Disputes Procedure**

The Parties of this agreement aim to eliminate disputes and grievances which result in stoppages, bans or limitations. It is also agreed that the Parties to this agreement will confer in good faith with the view of resolving the matter by direct negotiation and consultation.

- (a) Any grievance/dispute will be dealt with as close to its source as early as possible. The parties agree that emphasis will be placed on resolving any issues regarding the agreed change in work practices immediately.
- (b) Any grievance/dispute which arises will, be settled by discussion on the job between the employee and the employee's immediate supervisor. This discussion will occur within 24 hours of the matter being raised.
- (c) If the matter is not resolved at this level, it will be further discussed between the affected employee, the union delegate and the supervisor or manager of the relevant section or



department. The Employee Relations Manager will also be notified. This discussion will occur within 24 hours of the matter being referred.

- (d) If no agreement is reached the union organiser, union delegate and the employee will discuss the matter with the Employee Relations Manager and the Departmental Manager. This discussion will occur within 48 hours of the matter being referred. The Manufacturing Director may also be involved as appropriate.
- (e) The procedure outlined in this clause will be applied as expeditiously as possible. The direct parties in each stage are at liberty to involve the relevant union organiser and/or the Employee Relations Manager.
- (f) Whilst the grievance/disputes procedure is being followed work will continue normally (except where a bona fide safety issue is involved). In addition the status quo shall apply. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

The "status quo" provision shall not apply in grievances or disputes involving the dismissal or proposed dismissal of an employee by the Company. However, if the relevant union delegate requests the Company to further investigate a matter associated with the proposed dismissal, the Company may suspend the employee on normal pay for up to 48 hours after the request.

No party will be prejudiced as to final settlement by the continuance of work.

- (g) If the matter is still not resolved it may be referred by either Party to the Industrial Relations Commission for settlement.



## SECTION 8 - THE EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

### 8.1 Contract Of Employment

#### 8.1.1 Employment, except in the case of casual employees, shall be:

- (a) subject to proof of age acceptable to the employer,
- (b) subject to passing an examination by a medical practitioner nominated by the employer, and
- (c) probationary until the completion of three months continuous employment. Provided that service as a casual employee with the Company prior to becoming a permanent employee shall be applied on a pro-rata basis towards the calculation of the appropriate probationary period up to 3 months.

Provided further, previous service with the Company as a permanent employee will be applied towards the calculation of the appropriate probationary period up to 3 months.

#### 8.1.2 Terms of Engagement

Employees will be engaged on one of the following basis:

- (a) Full-time employee, which means an employee engaged by the week to work an average over the roster cycle of 36 ordinary hours.
- (b) Part-time employee, which means an employee engaged to work for a constant number of hours less than 36 each week with a minimum engagement of 4 hours per day.

An employee so engaged will be paid per hour  $\frac{1}{36}$ th of the weekly rate of pay set by this agreement for the appropriate classification.

An employee engaged on a part-time basis is entitled to payments of paid leave of absence arising under this agreement on a proportionate basis.

- (c) Casual employee, which means an employee engaged by the hour as a casual employee and paid as such.

The ordinary rate of a casual will be calculated at  $\frac{1}{36}$ th of the weekly rate set for the class of work performed by the employee plus a casual loading as per the relevant parent award.



A casual employee will not be entitled to paid leave of absence under this agreement.



**8.2 Termination of Employment**

**8.2.1 Unlawful Termination**

Except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of age, race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin may form the basis for a finding by the Commission that the dismissal was harsh, unjust or unreasonable.

**8.2.2 Statement of Employment**

The employer will, on request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

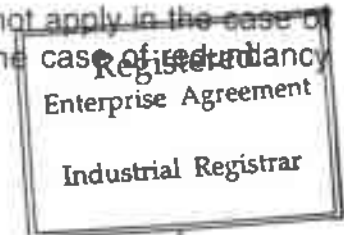
**8.2.3 Termination by Employer**

- (a) To terminate the employment of an employee other than a casual employee, the employer will give to the employee the following notice:

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice in sub-paragraph 8.2.3(a), employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service will be entitled to an additional week's notice.
- (c) Payment in stead of the notice set in sub-paragraphs 8.2.3(a) and/or (b) will be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu of.
- (d) To calculate any payment in lieu of notice the rate of pay for the employee concerned will be used.

- (e) The period of notice in this clause will not apply in the case of dismissal for conduct that justifies instant dismissal, including theft or wilful neglect of duty, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (f) The period of notice in this clause will not apply in the case of redundancy. The period of notice in the case of redundancy is as outlined in Appendix D.



#### **8.2.4 Notice of Termination by Employee**

The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there will be no additional notice based on the age of the employee concerned.

If an employee fails to give notice the employer has the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

#### **8.2.5 Time off During Notice Period**

During the period of notice of termination given by the employer, an employee will be allowed up to one day's time-off without loss of pay for the purpose of seeking other employment. The time-off is to be taken at times that are convenient to the employee after consultation with the employer.

#### **8.2.6 Abandonment of Employment**

An employee who is absent from work without the consent of the employer is required to notify the employer of the reason for such absence within 48 hours of its commencement. Any employee who fails to comply with this requirement will be treated to have abandoned their employment unless proof to the satisfaction of the employer of inability to give such notice is produced within seven days of the start of the absence. Termination of employment by abandonment will operate from the date of the last attendance at work.

#### **8.3 Stand Down Provisions**

The employer will have the right to deduct payment for any day during which an employee cannot be usefully employed because of any strike or through any breakdown of machinery; or any stoppage of work by any cause for which the employer cannot reasonably be held responsible. This provision overrides any other relevant provision.

The term "usefully employed" means that there is useful work available which falls within the terms of the employee's contract of employment, although work of the type upon which the employee is usually employed or was last employed is not available.

In any event, an employee prior to having wages deducted in accordance with this clause will have the opportunity to elect to take any accumulated annual leave or rostered days off.

Consultation will occur between the Company and the union and employees concerned prior to the implementation of this provision. If no agreement is reached the parent award provision or legislation will apply.

#### **8.4 Related Matters**

##### **8.4.1. Reasonable Overtime**

The employer may require an employee to work reasonable overtime at overtime rates and the employee will work overtime in accordance with such requirement.



##### **8.4.2 Notice to Change Shift**

The employer may require (by the giving of two weeks notice) any employee to transfer from one shift to another shift and the employee will transfer in accordance with such requirement. In requiring such a transfer the employer shall consider the individual circumstances of an employee who is unwilling to transfer on account of illness, incapacity, domestic or pressing necessity.

Volunteers will be sought in the classification(s) concerned prior to any transfer.

- 8.4.3**
- (a) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, if such duties are not designed to promote de-skilling.
  - (b) An employer may direct an employee to carry out duties and use tools and equipment as may be required if the employee has been properly trained to do so.
  - (c) Any direction issued by an employer under provisions (a) and (b) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

(d) It is the intention of the parties that this provision be applied in a commonsense manner with emphasis being on the following circumstances for its use:

- emergency requirements
- absences due to leave
- peak requirements

If an employee of the same classification is available on site that employee shall be used at first instance.

If any dispute arises in connection with the implementation of this clause, the parties shall apply the procedure as contained in clause 12 of this agreement.

(e) The delegate will be advised if this provision is actioned, as a matter of priority.



#### **8.4.4 Notice to Change RDO**

The employer may required (by the giving of two weeks' notice) any employee to change their lay day (Rostered Day Off) and the employee will change in accordance with such requirement. In requiring such a change, the employer shall consider the individual circumstances of any employee who is unwilling to change on account of illness, incapacity, domestic or pressing necessity, but this will not negate the right of the employer to effect the change.

Volunteers will be sought in the classification(s) concerned prior to any change.

#### **8.4.5 Searches**

An employer has the right at all times to search any employee or the belongings and locker of such employee. If considered necessary by the employer this may involve the employee in turning out pockets, drawing tight clothing, or opening bags, parcels, car boots or the like. Except in the case of a general search the employee concerned shall have the right to have the search carried out in the presence of another employee who is:

- (i) readily available in the immediate area; and
- (ii) willing to participate in the search.

## 8.5 Job Security

The Company recognises the importance of providing its employees with a stable and secure working environment. The consultative structures in the enterprise agreement are aimed at making us more efficient and competitive. Our continuous improvement is the long term answer to providing job security.

Thereafter, and as part of the Company's planning process, management will discuss with its employees and the union, on a regular basis, any planned changes prior to implementation as per the consultative clause 11.3(2).

In relation to the labour flexibility provision, the intent of the Enterprise Agreement is to provide job security where practicable.

However, some issues may affect predicted establishment changes over and above those presented to the SBU - these include but are not limited to Federal and State taxation, market trends, brand mix, volume changes, legislation, work process changes, industry rationalisation, strategically sensitive items, security, new technology, Head Office Policy changes, and economic viability.

## 8.6 Recruitment

The parties to this Agreement agree, as far as practicable to ensure:

- a) all advertised vacancies are notified within each Department of Rothmans, and
- b) employee involvement in outside recruitment of shop floor jobs.

## 8.7 Work Clothing

- a) Employees when commencing employment will be issued free of charge with all items of clothing, including footwear, if such clothing is required by the employer for the performance of their duties.
- b) Overalls, uniforms, caps and other clothing supplied by the employer will remain the property of the employer, and will be:
  - i) worn as required by the employee during working hours
  - ii) replaced by the employer on return to it of existing issue, when it considers a further issue to be necessary
  - iii) paid for at cost price (or depreciated cost calculated at the rate of 8-1/3% for each month of use where the employee has completed three months' employment) by

the employee to whom they have been issued if they are lost during employment or not returned upon termination of employment and such price may be deducted by the employer from any wages or other monies payable by it to the employee.

- c) An employee required by the employer to launder overalls, uniforms or caps, etc. will be paid an allowance of \$5.00 in any pay week in which the employee performs any work for the employer.

### **8.8 Afternoon Shift Employees - Transport Home**

The Company will arrange for all employees engaged on afternoon shift appropriate transport home.

### **8.9 Union Delegates**

The employer will give recognition to an employee (elected or otherwise appointed by the union) to be the delegate representing the employees on the shift in the department in which such employee works.

The delegate will be allowed the necessary time during working hours to interview the employer's representative in that department on matters affecting the employees whom he represents. On approval of a request by an accredited union representative, the delegate will also be allowed the necessary time to accompany that union representative in discussions on any matter which has not been resolved at departmental level.

The employer will not be bound to recognise or to continue to recognise as a delegate any employee in respect of whom it has received from the union's Branch Secretary a written notification that the union does not recognise that employee as a delegate.

### **8.10 Right Of Entry Of Union Officials**

For interviewing employees on legitimate union business and investigating complaints concerning the application of this agreement an accredited union representative may enter an employer's premises at a time reasonably convenient to the employer, provided the representative gives prior notice to the employer and does not interfere with work which is being done.

An accredited union representative will be the State President, the State Secretary, a Branch Secretary, or his/her accredited nominee.





## SECTION 9 - FURTHER AGREEMENTS AND SIGNATORIES

### 9.1. Negotiating The Next Agreement

The Parties agree to commence negotiations on a new Agreement prior to the expiration of this Agreement. These negotiations are to begin three (3) months prior to expiration date.

If the Parties fail to negotiate a new Agreement and this Agreement is terminated in accordance with the provisions of Chapter 2, Division 3 of the Industrial Relations Act (NSW), employees will revert to the appropriate award; provided that there is no reduction in the rates of pay applicable at the time the Agreement is terminated.

### 9.2 Endorsement of Agreement

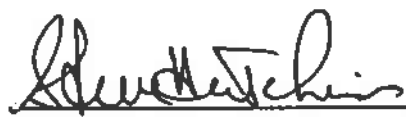
By their signatures affixed hereto, the



FOR THE COMPANY

FOR THE UNION

  
\_\_\_\_\_  
(signature)

  
\_\_\_\_\_  
(signature)

Dated 19<sup>th</sup>

day of August 1998

## Appendix A - Parent Award

- The Transport Industry (Mixed Enterprises) State Award



## Appendix B - Classification and Competency Structure

### Production Stream

#### **LEAF QUALITY COMPETENCY STANDARDS**

##### Induction Level

Undertake Rothmans Plant Familiarisation  
Apply Industry Knowledge in the Workplace

##### Entry Specialised - Level 2

Perform Computations - Entry  
Use a Computer to Access and Input Data  
Operating Automated Measuring Instruments  
Monitor Process & Product for Deviation & Faults  
Perform Inspection (Basic)  
Defect Classifications  
Record Data on Control Charts  
Work with Others in a Team  
Undertake Housekeeping in the workplace - 2  
Maintain Quality Standards - 2  
Use Basic Workplace Communication - 2  
Contribute to OH&S in the Work Environment - 1  
Plan a Complete Activity  
Perform Calibrations

##### Advanced Specialised - Level 3

Perform Advanced Statistical Quality Control  
Write Reports  
Perform Inspections (Advanced)  
Advanced Quality  
Advanced Computer Applications  
Contribute to OH&S in the Work Environment - 3  
Communicate in the Workplace - 3  
Maintain Quality Standards<sup>4</sup> - 3  
Participate in Work in a Team Environment - 3  
Undertake Housekeeping in the Workplace



## LEAF PROCESSING COMPETENCY STANDARDS

Numbers following the unit of competency in Leaf Processing, Cigarette & Filter Making and Cigarette Packing relate to Rothmans Classification Levels, eg. Workplace Communication (Level 3).



### Induction Level

Undertake Rothmans Plant Familiarisation  
Apply Industry Knowledge in the Workplace

*There will be no pay increase for these two units of competency. These may be completed at any stage during Level 2 training.*

### Level 2 Production

Handle Materials in the Workplace  
Maintain Quality Standards  
Contribute to OH&S in the Work Environment  
Undertake Housekeeping in the Workplace  
Monitor and Optimise Equipment Operations  
Teamwork  
Workplace Communication  
Prepare Materials for Production

### Level 2 Production Forklift

*All competency units must be completed at the previous level.*

Workload Shifting Equipment.

### Level 3 Production

*All competency units must be completed at the previous level.*

Input and Monitor Production Control Data  
Teamwork  
Workplace Communication  
Monitor and Optimise Equipment Operations  
Monitor and Control Product Quality  
Undertake Housekeeping in the Workplace  
Select and Prepare Production Materials  
Co-ordinate OH&S in Work Environment

### Level 4 Production

*All competency units must be completed at the previous level.*

Teamwork  
Monitor and Optimise Complex Equipment Operations  
Workplace Communication  
Diagnose & Isolate Complex Faults and Defects  
Input and Monitor & Respond to Production Controls  
Monitor OH&S in Work Environment  
Advanced Quality

## LEAF ASSEMBLY COMPETENCY STANDARDS

Numbers following the unit of competency in Leaf Processing, Cigarette & Filter Making and Cigarette Packing relate to Rothmans Classification Levels, eg. Workplace Communication (**Level 3**).

### Induction Level

Undertake Rothmans Plant Familiarisation  
Apply Industry Knowledge in the Workplace

*There will be no pay increase for these two units of competency. These may be completed at any stage during Level 2 training.*



### Level 2 Assembly

Work Load Shifting Equipment  
Select and Prepare Production Materials  
Teamwork  
Handle Materials in the Workplace - Skill Level 3  
Workplace Communication  
Co-ordinate OH&S in the Work Environment - Skill Level 4  
Undertake Housekeeping in the Workplace

### Level 3 Assembly

*All competency units must be completed at the previous level.*

Teamwork  
Prepare Production Process  
Work Load Shifting Equipment  
Monitor and Control Product Quality  
Perform Assembly Computations  
Undertake Warehouse Processing  
Workplace Communication  
Locate and Position Product and Equipment - Skill Level 6  
Monitor & Optimise Equipment Operations (Level 2 Production)

### Level 4 Assembly

*All competency units must be completed at the previous level.*

Workplace Communication  
Teamwork  
Monitor Production Materials Preparation  
Monitor and Maintain Housekeeping in the Workplace  
Monitor OH&S in the Work Environment  
Carry Out Administrative Duties

## QUALITY ASSURANCE COMPETENCY STANDARDS

### Entry Level (Level 1)

Communication  
General Safety  
Housekeeping  
Industry Knowledge  
Plant Familiarisation  
Quality  
Team Work



### Entry Specialised (Level 2)

Apply Sampling Techniques & Procedures  
Basic Inspection  
Contribute to Occupational Health & Safety in the Work Environment (1)  
Fault Classifications  
Goods Isolation  
Identify Goods with Inspection Status  
Investigation of Integrity of Identification  
Measure Assurance  
Monitor Process & Product for Deviation & Faults  
Operating Automated Measuring Instruments  
Perform Computations Entry  
Plan to Undertake a Routine Task  
Record Data on Control Charts  
Undertake Housekeeping in the Workplace (2)  
Use a Computer to Access and Input Data  
Use Basic Workplace Communications (2)  
Verify Materials Used in Production  
Work with Others in a Team

### Advanced Specialised (Level 3)

Advanced Quality  
Apply Quality Techniques  
Brand Change (start-up)  
Communication  
Comprehensive Teamwork  
Conduct a Machine Capability Study  
Conduct Repeatability and Reproducibility Test  
Contribute to Occupational Health & Safety in the Workplace Environment (2)  
Investigate Nonconforming Goods  
Nonconforming Goods Disposal  
Perform Inspection Advanced  
Perform Computations Advanced  
Plan a Complete Activity  
Revise Control Chart Limits  
Undertake Housekeeping in the Workplace (3)

## CIGARETTE PACKING COMPETENCY STANDARDS

Numbers following the unit of competency in Leaf Processing, Cigarette & Filter Making and Cigarette Packing relate to Rothmans Classification Levels, eg. Workplace Communication (Level 3).

### Induction Level

Undertake Rothmans Plant Familiarisation  
Apply Industry Knowledge in the Workplace

*There will be no pay increase for these two units of competency. These may be completed at any stage during Level 2 training.*



### Level 2

Handle Materials in the Workplace  
Workplace Communication  
Teamwork  
Maintain Quality Standards  
Contribute to OH&S in the Work Environment  
Undertake Housekeeping in the Workplace  
Participate in Basic Production Processes

### Level 3

*All competency units must be completed at the previous level.*

Contribute to OH&S in the Work Environment  
Workplace Communication  
Teamwork  
Maintain Quality Standards  
Handle Materials in the Workplace  
Prepare Production Processes  
Monitor & Optimise Equipment Operations  
Undertake Housekeeping in the Workplace

### Level 4

*All competency units must be completed at the previous level.*

Monitor & Optimise Equipment Operations  
Isolate & Rectify Equipment Faults & Defects  
Undertake Housekeeping in the Workplace  
Prepare Production Processes

### Level 5

*All competency units must be completed at the previous level.*

Prepare Complex Production Processes  
Monitor & Optimise Complex Equipment Operations  
Undertake First Line Production Maintenance  
Diagnose & Isolate Complex Faults & Defects  
Workplace Communication  
Teamwork  
Monitor and Control Product Quality  
Contribute to OH&S in the Work Environment

### Specialisation Units

#### Training

Provide Workplace Skills Training  
Assist in Development & Deliver Training in the Workplace

#### Team Leader

*All competency units at Level 2 & Materials Handling must be completed.*

Advanced Computer Applications  
Workplace Communication (Level 5)  
Assist in Development and Deliver Training in the Workplace  
Teamwork (Level 5)

#### Materials and Product Handling

*All competency units at Level 2 must be completed.*

Use Computer to Access and Input Data  
Handle Materials in the Workplace (Level 3)  
Work Load Shifting Equipment  
Undertake Inventory Procedures  
Examine and Assess Product Quality  
Contribute to OHS in the Work Environment (Level 5)  
Undertake Housekeeping in the Workplace (Level 3)



#### Mentholator

*All competency units at Level 2 must be completed.*

Handle Materials in the Workplace (Level 3)  
Workplace Communication (Level 3)  
Teamwork (Level 3)  
Maintain Quality Standards (Level 3)  
Contribute to OHS in the Work Environment (Level 5)  
Prepare Production Processes (Level 3)  
Monitor & Optimise Equipment Operations (Level 3)  
Undertake Housekeeping in the Workplace (Level 3)



## **CIGARETTE & FILTER MAKING COMPETENCY STANDARDS**

*Numbers following the unit of competency in Leaf Processing, Cigarette & Filter Making and Cigarette Packing relate to Rothmans Classification Levels, eg. Workplace Communication (Level 3).*

### **Induction Level**

Undertake Rothmans Plant Familiarisation  
Apply Industry Knowledge in the Workplace

*There will be no pay increase for these two units of competency. These may be completed at any stage during Level 2 training.*

### **Level 2**

Workplace Communication  
Handle Materials in the Workplace  
Participate in Basic Production Processes  
Teamwork  
Maintain Quality Standards  
Contribute to OH&S in the Work Environment  
Undertake Housekeeping in the Workplace



### **Specialisation Units**

#### **Forklift**

*All competency units at Level 2 must be completed.*

Work Load-shifting Equipment  
Prepare Production Processes (Level 3)

#### **Level 3**

*All competency units at Level 2 must be completed.*

Teamwork  
Undertake Housekeeping in the Workplace  
Maintain Quality Standards  
Contribute to OH&S in the Work Environment  
Handle Materials in the Workplace  
Workplace Communication  
Monitor & Optimise Equipment Operation  
Prepare Production Processes



### Specialisation Units

#### Infestation Control

*All competency units at Level 2 must be completed*

Control Infestation  
Workplace Communication (Level 3)  
Teamwork (Level 3)  
Contribute to OH&S in the Workplace (Level 5)  
Undertake Housekeeping in the Workplace (Level 3)  
Workload Shifting Equipment

#### Advanced Materials Ordering and Control

*All competency units at Level 2 must be completed.*

Undertake Inventory Procedures  
Advanced Computer Applications  
Teamwork (Level 3)  
Undertake Housekeeping in the Workplace (Level 3)  
Maintain Quality Standards (Level 3)  
Contribute to OH&S in the Work Environment (Level 3)  
Handle Materials in the Workplace (Level 3)  
Workplace Communication (Level 3)  
Work Loadshifting Equipment

#### Training

Assist in Development & Deliver Training in the Workplace

#### Level 4

*All competency units at Level 3 must be completed.*

Prepare Production Processes  
Isolate and Rectify Equipment Faults & Defects  
Monitor & Optimise Equipment Operations  
Undertake Housekeeping in the Workplace

#### Level 5

*All competency units must be completed at the previous level.*

Prepare Complex Production Processes  
Undertake First Line Production Maintenance  
Teamwork  
Diagnose & Isolate Complex Faults & Defects  
Monitor & Optimise Complex Equipment Operation  
Workplace Communication  
Monitor & Control Product Quality  
Contribute to OH&S in the Workplace

**Stores Stream**

**Level 1**

Quality  
Industry Knowledge  
Plant Familiarisation  
Communication  
Housekeeping  
Team Work  
General Safety  
Work Load Shifting Equipment



**Level 2**

Inventory Control 1  
Perform Emergency First Aid (Optional)  
Transport 1 (Specialised)  
Fumigation (Specialised)  
Materials Handling  
Work Load Shift Equipment 2 (Specialised)  
Contribute to OH&S in Work Environment 2  
Use Basic Workplace Communication 2  
Maintain Quality Standards 2  
Undertake Housekeeping in the Workplace 2

**Level 3**

Inventory Control 2  
Transport 2 (Specialised)  
Use Computer to Access and Input Data  
Interpret Technical Drawing (Specialised)  
Bar Code 1 (Specialised)  
Contribute to OHS in the Work Environment 3  
Communicate in the Workplace 3  
Maintain Quality Standards 3  
Participate in work in a Team Environment 3  
Undertake Housekeeping in the Workplace 3

**Level 4**

Inventory Control 3  
Enhanced Computer Skills  
Bar Code 2 (Specialised)  
Perform Emergency First aid (Specialised)  
Co-ordinate Work in a Team Environment 5  
Examine and Assess Service Quality 4

## Appendix C - Roster Patterns/Hours of Work



The individual department features are as follows:

**Leaf Processing:**

9 hour (paid) per day  
4 - day week  
1st start 6.00 am - 3.45 pm  
2nd start 6.30 am - 4.15pm  
3rd start 7.00 am - 4.45 pm  
Rippers: 6.00 am - 3.45 pm  
Monday - Thursday  
Rippers: 7.00 am - 4.45 pm  
Tuesday - Friday  
Afternoon: 4.10 pm - 1.55 am  
Monday to Thursday or Tuesday to Friday

**Making & Filter & Packing:**

9 hour (paid) per day  
4 - day week  
*Start & finish:*  
6.30 am - 4.15 pm & 4.10 pm - 1.55 am  
Monday to Thursday or Tuesday to Friday

**Materials:**

9 hour (paid) per day  
4 - day week  
*Start & finish:*  
6.30 am - 4.15 pm & 4.10 pm - 1.55 am  
Monday to Thursday or Tuesday to Friday

**Materials Stores - Storemen:**

9 hour (paid) per day  
4 - day week  
*Start & finish:*  
6.00 am - 3.45 pm & 3.45 pm - 1.30 am  
Monday to Thursday or Tuesday to Friday

**Engineers Store:**

9 hour (paid) per day  
4 - day week  
*Start & finish:*  
6.30 am - 4.15 pm & 4.10 pm - 1.55 am  
Lay days being Monday, Wednesday or Friday

**Materials Stores - Truck Drivers:**

9 hour (paid) per day  
4 - day week  
*Start & finish:*  
6.00 am - 3.45 pm & 3.45 pm - 1.30 am  
Monday to Thursday or Tues to Friday  
Lay day will be Monday or Friday

**Quality Assurance:**

9 hour (paid) per day  
4 - day week  
*Start & finish:*  
6.30 am - 4.15 pm & 4.10 pm - 1.55 am  
Monday to Thursday or Tuesday to Friday

## Appendix D - Redundancy Agreement

### REDUNDANCY AGREEMENT BETWEEN

ROTHMANS OF PALL MALL (AUSTRALIA) LIMITED

AND

TRANSPORT WORKERS UNION - NSW BRANCH



### PREAMBLE

This Redundancy Agreement shall apply to all employees covered under the terms and conditions of this Agreement.

1. **Notice Payment**

Five (5) weeks notice Payment for each retrenched employee.

2. **Termination Payment**

Eight (8) weeks termination payment for each retrenched employee.

3. **Retrenchment Pay**

Retrenchment pay for four (4) weeks shall be calculated on each completed year of continuous service and on a pro-rata basis per completed month during the final year of service.

4. **Annual Leave**

Annual Leave loading of 20% will be paid on all accrued Annual Leave.

5. **Sick Leave**

All accumulated Sick Leave will be paid in full on termination.

6. **Long Service Leave**

As per Long Service Leave Act for employees with more than twelve (12) months service, on pro-rata basis.

7. **Certificate of Service**

All retrenched employees shall be given two (2) Certificates of Service stating reason for termination, classification and length of service.

8. **Itemised Statement**

Retrenched employees shall be given an estimated itemised statement of all termination monies at least five (5) days prior to termination date, where practical.



9. **Time off for Job Interviews**

The Company will allow up to sixteen (16) hours off for employees, once notified of retrenchment, to attend job interviews. Provided that this period does not exceed four (4) hours on each occasion and that reasonable notice is given to the Company Manager and proof of attendance of such interviews is provided.

10. **Redundancy - Selection**

The parties recognise that the retention of skills is a critical aspect of any retrenchment programme. Therefore the parties agree that the Company will select employees to be made redundant based on an assessment of an employee's skills, performance and absenteeism. An expression of interest in redundancy will be called for from all employees in the relevant classifications and maybe used where two or more employees have equivalent assessments against the agreed selection criteria and the number of redundancies is limited.

If the Company elects to deviate from the selection criteria it will advise the relevant union.

11. **Superannuation**

Superannuation payments will be made in accordance with the R.P.M.A. Superannuation Fund Trust Deed as summarised in the R.P.M.A. Superannuation Fund - Part I Booklet.