

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/326

TITLE: **Parchem Construction Products Enterprise Agreement
2005**

I.R.C. NO: IRC5/6229

DATE APPROVED/COMMENCEMENT: 1 December 2005 / 1 December 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/96.

GAZETTAL REFERENCE: 23 December 2005

DATE TERMINATED:

NUMBER OF PAGES: 29

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees employed by Parchem Construction Products Pty Ltd, in the occupations/trades identified in the Agreement, who are situated at the Wyong, New South Wales site, who fall within the coverage of the Storemen and Packers General (State) Award, Metal, Engineering and Associated Industries (State) Award.

PARTIES: Parchem Construction Products Pty Ltd -&- the National Union of Workers, New South Wales Branch

PARCHEM CONSTRUCTION PRODUCTS ENTERPRISE AGREEMENT 2005

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PARCHEM CONSTRUCTION PRODUCTS ENTERPRISE AGREEMENT 2005

1. Parties to this Agreement

An Enterprise Agreement, made in pursuance of the Industrial Relations Act of NSW, 1996 entered into on 1 December 2005 between Parchem Construction Products Pty Ltd of 7 Lucca Road, North Wyong of the one part and the Employees of Parchem Construction Products Pty Ltd at 7 Lucca Road, North Wyong together with the National Union of Workers (NSW Branch) the following occupations/trades:

- Warehousing
- Production
- Trades

2. Statements of Understanding

It is agreed by the parties as follows:

- | | | |
|-----|-------------------|---|
| 2.1 | Title: | This Agreement shall be known as the Parchem Construction Products Pty Ltd Enterprise Agreement. |
| 2.2 | Intention: | This Agreement shall only apply to Employees of Parchem Construction Products Pty Ltd in the occupations/trades identified in the Agreement, and who are situated at the Wyong, New South Wales site. |
| 2.3 | Duress: | This Agreement was not entered into under duress by any party to it. |

- 2.4 **Incident:** This Agreement shall regulate the terms and conditions of employment of Parchem Construction Products Pty Ltd Employees. Any terms and conditions not covered by this Agreement will be covered by the following awards:
- Storeman & Packers General (State) Award (Production) as at 5 October 2005.
 - Metal & Engineering Industry State Award (State) (Trades) as at 18 November 2005.
- 2.5 **Term:** This Agreement shall apply for a period of two (2) years from the date of certification.
- The parties agree to meet one (1) month prior to the end of this Agreement to discuss the next Agreement.
- 2.6 **No Further Claims:** The parties to the Enterprise Agreement will not make any further claims on the other during the term of this Agreement, except to remove ambiguity or uncertainty.
- 2.7 **Management's Intention:** It is Parchem's intention to manage its business in full co-operation and involvement of all Employees within the principal of Total Quality Management Philosophies.

3. Labour Flexibility

- 3.1 The Company may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training.
- 3.2 Employees shall comply with all reasonable requests to transfer or to perform any work provided for by this Enterprise Agreement.
- 3.3 Where plant and/or equipment and the layout are suitably arranged and it is safe to do so an operator with appropriate training will be required to operate and/or tend more than one process simultaneously. No operator will be required to operate plant or equipment in separate sections of the factory unless it is deemed safe to do so by both supervisor and Employee concerned.
- 3.4 Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to that Employee.
- 3.5 Employees shall not impose demarcation barriers between the work covered by this enterprise Agreement provided that it is agreed that the work lies within the scope of the skill and competence of the Employee concerned.
- 3.6 Employees shall not unreasonably impose any limitation on supervisors or technical personnel demonstrating the use of using equipment or machinery.
- 3.7 Employees shall not impose any restrictions or limitations on the review of work methods, provided that appropriate consultation between employer and Employees has taken place.
- 3.8 The Company will maintain a record of training undertaken by Employees.

4. Terms and Conditions of Employment

4.1 Tenure of Employment - Weekly and Part-time Employees

- (i) New Employees will be hired on the basis of a three (3) months probationary period of satisfactory performance of duties at the grade at which they were hired. Employment during this period of continuous service shall be from day-to-day.
- (ii) When an Employee is transferred into a higher grade that transfer shall be subject to a three (3) months probationary period of satisfactory performance of duties at that level. Further, if job performance falls below the expected standard, then the necessary counselling, and where necessary further training, will take place. This provision shall apply to those Employees appointed to Grade 4 and above.
- (iii) Leave Reserved: Parties have leave reserved to negotiate clause 4.1(ii) during this Agreement.

4.2 Definitions of Employment

- (i) "Weekly Employee" means an Employee who is employed by the week and paid by the week.
- (ii) "Shift Worker" means an Employee working a one (1), two (2) or three (3) shift system.
- (iii) "Night Shift" means a shift commencing before midnight and finishing at or before 8.00am.
- (iv) "Afternoon Shift" means a shift finishing after 7.00pm and at or before midnight.
- (v) "Temporary Employee" is an Employee who is engaged for a specified period of time or a specified task; the length of employment will be advised to the Employee at the time of engagement. Examples of Temporary Employees are those covering other Employees on Parental Leave, Long Service Leave, Workers Compensation and the like. Temporary Employees do not include contractors.

4.3 Terms of Engagement

- (i) The Company shall inform all Employees as to the terms of their engagement, whether they are employed as a permanent or temporary Employee on weekly, part-time or casual hire and their job grouping, within the first week of commencement.
- (ii) Unless specifically excluded within this Agreement a temporary Employee is entitled to the same terms and conditions of employment as a permanent Employee whether employed as a full-timer, part-timer or casual.
- (iii) Employees, excluding casuals, are required to give a minimum of one (1) weeks notice of resignation or forfeiture of up to one (1) weeks wages if the full notice is not given.

4.4 Termination of Employment

- (i) With the exception of casuals, probationary Employees and those engaged for a specific period or task and Employees dismissed for serious and wilful misconduct, the Company will provide the following notice of termination:

Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year and not more than 3 years	2 weeks
More than 3 years and not more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice will be increased by one (1) week if the Employee is over forty-five (45) years of age and has completed at least two (2) years of service.

- (ii) The Company may dismiss any Employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases, pay shall be paid up to the time of dismissal only.
- (iii) On the termination of the employment, the Company shall give the Employee a statement recording the period of employment, class of work employed upon and when employment terminated.

4.5 Time and Wage Records

- (i) All Employees covered by this Enterprise Agreement are required to use the time clock to record their time of commencing and finishing work. No Employee is permitted to knowingly use another Employee's time card.
- (ii) Wages shall be paid weekly into the Employee's nominated bank or other account, as agreed, not later than 6.00pm on the normal pay day (Thursday).
- (iii) Casual Employees' wages shall be paid into the Employee's nominated bank or other account weekly or on the day of termination of services if earlier than the normal pay day.
- (iv) We are aware of problems in the past with banks not transferring funds as agreed. The Company is prepared to look at individual cases and reimburse reasonable costs as a result of late transfer of wages to the Company's bank. The company cannot be held responsible for the banks internal procedures.

4.6 Abandonment of Employment

The absence of an Employee from work for a continuous period exceeding three (3) working days without the consent of the Company and without notification to the Company, shall be prima-facie evidence that the Employee has abandoned their employment. During the period of absence the Company will contact the Employee by phone or registered mail to determine the reason for their absence from work. If the Employee has not contacted the Company within seven (7) days after the expiry of the three (3) working days to contact the Company to explain their absence, their employment may be terminated.

4.7 Standing Down of Employees

- (i) The Company shall not be required to pay for any time an Employee cannot be usefully employed because of any strike or through any breakdown in machinery, or any stoppage of work through any cause for which the Company cannot be reasonably held responsible, provided that the Company must apply

to the Industrial Relations Commission of NSW for a stand down order pursuant to the Industrial Relations Act of NSW.

- (ii) An Employee who is stood down under this clause shall be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding such stand down.

4.8 Union Membership

- (i) The Company will encourage Union membership, and recognises the right of an employee to join or not join a union.
- (ii) The Company recognises that the Union represents all employees covered by this Agreement.
- (iii) The employer will provide Union Membership Forms and introduce the new employee to the Delegate prior to starting work.

4.9 Contracting Work

It is not the Company's intention to contract work currently done in-house. The Company however reserves the right to have work done in the most efficient manner, including contracting work.

5. **Part-time Employees**

- 5.1 A part-time Employee means a person who is employed to work regular days and hours which are less than the hours worked by a full-time Employee, provided that in any week they shall be employed for a minimum of eighteen (18) hours. The Company shall talk to the Union prior to employing part-time employees.
- 5.2 Unless specifically excluded within this Agreement a part-time Employee is entitled, on a pro-rata basis, to the same terms and conditions of employment as a full-time Employee.
- 5.3 Subject to Clause 9, part-time Employees shall be paid at an hourly rate equal to the appropriate minimum weekly rate shown against the job group level, divided by thirty-eight (38).
- 5.4 Entitlement to overtime will be based on meeting the same criteria as full-time Employees.

6. **Casual Employees**

- 6.1 A casual Employee is a person engaged by the hour and paid as such, provided that on any ordinary working day they shall be employed for a minimum of four (4) hours.
- 6.2 Subject to Clause 9, casual Employees shall be paid at an hourly rate equal to the appropriate minimum weekly rate shown against the job group level, divided by thirty-eight (38) hours.
- 6.3 A casual Employee shall be paid twenty (20) per cent loading in addition to their normal hourly base rate to compensate them for the non-payment of Sick Leave, Public Holidays, Annual Leave Loading. In addition a ¹/₁₂ loading will be added to the hourly rate as payment for Annual Leave.
- 6.4 A casual can be terminated by an hours notice provided that a casual who is dismissed without notice for malingering, inefficiency, neglect of duty or misconduct will be paid up to the time of dismissal only.

- 6.5 A casual whose normal hours of work on any one day are reduced through no fault of theirs without notice prior to the day of work, shall be paid for the hours originally rostered.
- 6.6 Entitlement to overtime will be based on meeting the same criteria as full-time Employees.
- 6.7 The Company agrees to offer casual employees suitable permanent positions within the Company, providing they have continuous service with the company over a twelve (12) month period.

Continuous service is defined as continuous engagement with Parchem Construction Products Pty Ltd for a regular number of hours each week.

Agreed breaks of employment during the twelve (12) month period are:

- (i) Up to two (2) week taken at the casual's request taken as weekly blocks.
- (ii) Factory shut down over Christmas/New Year.
- (iii) Factory shut down over Easter break.

Non-agreed breaks include:

- (i) Lack of work due to downturn in business - over a five (5) week period.
- (ii) Ill health over a ten (10) day period covered with relevant certificate in accordance with relevant site practices.
- (iii) Injury outside work over a twelve (12) week period supported by relevant medical certificate.

7. Labour Hire Arrangements

- 7.1 Wherever possible, the Company shall provide one (1) months notice to the labour suppliers in the event of a reduction, and shall give four (4) weeks notice to casual employees employed for longer than six (6) months.
- 7.2 The Company shall ensure labour hire employees are paid in accordance with the rates of pay set out in this Agreement.

8. Grades and Grading Structure

8.1 Definition of Grades and Grading Structure

The grading structure, for the purposes of this Agreement, is comprised of six (6) grades as follows:

- | | |
|---------|--|
| Grade 1 | An Employee who performs those duties covered under Grade 2 during a period of training and direct supervision during the first three (3) months of employment. |
| Grade 2 | An Employee who is trained to perform those duties covered under the job descriptions of process worker and general hand. The Employee must demonstrate proficiency at one of the process worker jobs covered by this grade to qualify for training for those jobs covered under Grade 3. |
| Grade 3 | An Employee who is trained to perform those duties covered under job descriptions for filler operator, mixer operator, weigh up operator or storeperson. The Employee must demonstrate proficiency at three parts of two different strands (A, B, C or D) indicated under Clause 8.2 of this Agreement to qualify for consideration for training for those jobs covered under Grade 4. |

- Grade 4 An Employee who is employed to perform those duties covered under the job descriptions for senior storeperson, senior plant operator, senior weigh up operator or senior filler operator. Selection to Grade 4 is by application and acceptance. Jobs covered by Grade 4 are task based roles incorporating the responsibility for delegation of tasks to other personnel and responsibility for training those Employees.
- Grade 5 An Employee who is employed to perform those duties covered by the job descriptions for team leader or fitter. Selection to Grade 5 is by application and acceptance. Team Leader's roles incorporate responsibility for the training of other Employees in all aspects including health and safety training and organisation of and responsibility for the work of others. In order to progress to Grade 5 Level 2 the Employee will have demonstrated the ability to successfully run a second shift ie; afternoon or nightshift.
- Grade 6 An Employee who is employed to oversee the work of other maintenance Employees including contractors. This includes monitoring their work to ensure compliance with Occupational Health and Safety requirements. Selection to Grade 6 is by application and acceptance.

Grading Structure – 1 December 2005

Grade	Function	Minimum Req'mnt	Parts	Certification	Certification + 12 months
1.	Probationary Employee			615.14	645.90
2.	Process Worker - Powders * - Filling * - Mixers * General Hand - Maintenance	) ) 1 of) these *)	One part of One Stand Two parts of One Strand Three parts of One Strand	630.84 646.56 662.25	662.38 678.89 695.36
3. A	Filler Operator - Manual - Automatic - Extruder - Sausage	) ) 3 of) these *)	Range One Part of One Strand	677.95 - 787.86 677.95	711.85 - 827.25 711.85
B	Mixer Operator - Powders - Emer-Clad - Bowl Cleaning - Paint - Quality Compliance	) ) 3 of) these *))	Two Parts of One Strand Three Parts of One Strand	694.56 725.07	729.29 761.32
C	Weigh-up Operator - Powders - General	)	Three Parts of One Strand & One Part of Others	740.74	777.78
D	Storeperson - Raw Materials - Despatch - FG - Packaging - Label Prep	) ) 3 of) these*))	Three Parts of One Strand & Two Parts of Others Three Parts of One Strand & Three Parts of Others	764.30 787.86	802.52 827.25
4.	Senior Storesperson Plant Operator Senior	3D + 3C 3B + 3C	Range: These are minimum requirements to qualify	819.20 -850.65	860.16- 893.18

	Weigh-Up Operator Senior Filler Operator Senior	3C + 3D 3A + 3D	for training for these jobs (when available)		
5.	Fitter <ul style="list-style-type: none"> - Trade Certificate - Fabrication Skills - Pneumatic Skills - Hydraulics Skills Team Leader <ul style="list-style-type: none"> - Level 1 - Level 2 			866.36 874.21 885.20 897.75 866.34 897.74	909.68 917.92 929.46 942.64 909.66 942.63
6.	Fitter <ul style="list-style-type: none"> - Restricted Electrical - Maintenance Foreman			913.46 944.86	959.13 992.10

**Minimum requirements to qualify for next grade.*

8.3 Leave Reserved

Parties have leave reserved to negotiate a new grading structure during the life of the Agreement.

9. **Wages and Allowances**

9.1 Rates of Pay

(i) Wage Increases

Certification	Certification + 12 months
5.0%	5.0%

(ii) Extra Skills Margin

Additional job strands acquired as shown in Clause 8.2 under grading structure shall warrant the weekly pay increments shown therein.

(iii) Part-time Employees

A part-time Employee working ordinary time shall be paid one thirty-eighth ($\frac{1}{38}$) of the appropriate weekly wage from Clause 9.1(i) of this Agreement.

(iv) Casual Employees

A casual Employee for working ordinary time shall be paid one thirty-eighth ($\frac{1}{38}$) of the appropriate weekly wage from Clause 9.1(i) of this Agreement plus 20% plus one-twelfth ($\frac{1}{12}$) of the ordinary hourly rate payable in lieu of Annual Leave.

9.2 Allowances

	Certification	Certification + 12 months
Afternoon Shift (as defined)		
Night Shift (as defined)		
First Aid	9.54	10.02
Fork Lift	24.58	25.81
Meal Allowance	9.88	10.37

(i) Shift Work Allowances

Afternoon Shift (as defined) - 15%
Night Shift (as defined) - 30%

(ii) First Aid Allowance

Three (3) qualified first aid attendants, whose duties include first aid, shall receive a first aid allowance per week. The Company will encourage employees to obtain first aid certificates but will be bound by payment of first aiders by the above sentence.

(iii) Forklift Driving Allowance

Forklift driving allowance per week is incorporated in hourly rate of pay.

(iv) Banking Fee Allowance

Banking fee allowance is incorporated into the hourly rate of pay.

(v) Meal Money

An Employee required to work overtime for more than two (2) hours after his ordinary ceasing time, shall be paid the allowance in lieu of such meal and if he works for a further four (4) hours he shall be paid a further allowance for the second meal.

(vi) The monetary allowances in this clause will be increased by the same percentage as the across the board wage increases set out in Clause 9.1(i) above.

9.3 Attendance Bonus

Employees at the end of each four (4) week pay period shall be entitled to a payment of six (6) hours at ordinary time rate of pay, on the condition that.

(i) Those Employees who have taken in excess of two (2) hours paid or unpaid leave during that four (4) week pay period shall not be entitled to this payment. Paid leave herein excludes Annual Leave, Public Holidays and Long Service Leave for the purpose of this payment.

(ii) Payments are pro-rated to exclude any Annual Leave and Long Service Leave taken during that four (4) week period.

(iii) The Attendance Bonus will be paid to those employees who, as part of an approved return to work rehabilitation program, have to leave work to attend authorised treatments.

(iv) For employees who are undertaking a return to work rehabilitation plan on reduced hours, the entitlement to an Attendance Bonus will not be affected by the operation of the plan, but will be paid on reduced hours only.

(v) Payment will be made in the week following the four (4) week period of bonus accrual.

10. Hours of Work

10.1 Ordinary Hours

(i) The ordinary hours of work shall be thirty-eight (38) hours per week not exceeding ten (10) hours in any twenty-four (24) hour period or five (5) days per week, between 6.00am and 7.00pm, Monday to Friday. Changes to ordinary hours of work shall only be by Agreement with those Employees concerned and with the Union Delegates being consulted.

(ii) Where the Company requires an Employee or group of Employees to change the starting and/or finishing times of their ordinary hours of work it will give the Employee or Employees seven days notice.

If, however, the Company requires the Employee or Employees to make the change before the expiry of the seven (7) days notice and the Employee(s)

agree to do so then, in these circumstances, the Company will pay a 50% loading on the actual number of hours being the difference between the new commencing or finishing time and the old commencing or finishing time where the new commencing time is earlier than previously worked or finishing time is later than previously worked for the period up to when the formal notice, ie; seven days, takes effect.

eg;	Current spread of hours	6.00am - 4.00pm
	Proposed spread of hours	8.00am - 6.00pm

50% loading would be on the two (2) hours difference between 4.00pm and 6.00pm.

10.2 Shift Work

- (i) Afternoon shift shall be fixed ordinary working hours of between seven (7) hours minimum and ten (10) hours maximum per shift finishing after 7.00pm and at or before midnight.
- (ii) Night shift shall be fixed ordinary working hours of between seven (7) hours minimum and ten (10) hours maximum per shift to be worked between 7.00pm and 8.00am.
- (iii) Shifts may be worked on a one (1), two (2) or three (3) shift system, Monday to Friday inclusive.

10.3 Meal Breaks

- (i) Day workers shall be allowed an unpaid meal break of not less than half an hour nor more than one hour for a meal on each day of the week, Monday to Friday, provided that the lunch break may be staggered to suit the needs of the business, and may be changed by mutual consent.
- (ii) The period during which a meal break shall be taken may be altered by agreement between the Employee and the Company.
- (iii) Shift workers shall be allowed a paid meal break of thirty (30) minutes not later than five (5) hours after commencing work and after resumption of work from a previous meal break.

10.4 Rest Periods

- (i) Unless by mutual agreement between the Company and a majority of Employees a rest period during ordinary working hours shall be granted to each Employee after a period of not more than three (3) hours continuous duty at a time agreed with the Employee's supervisor. This rest period shall not exceed fifteen (15) and shall count as time off without deduction in pay. During such period, the Employee shall not leave the premises.
- (ii) These rest periods will be rostered so that the plant continues operation without downtime.

10.5 Washing Time

All Employees who are working in the powder plant shall be entitled to ten (10) minutes washing time at the end of each shift or during that shift at an agreed time with their supervisor.

11. Overtime

11.1 Monday - Friday Rates

All work worked before the usual commencing time or after the usual ceasing time each day or in excess of thirty eight (38) hours per week, shall be overtime and shall be paid for at the rate of time and a half for the first three (3) hours and double time thereafter. For the purpose of assessing overtime each day shall stand alone.

11.2 Saturday Rates

All time worked on Saturday shall be paid at a rate of time and a half for the first three (3) hours, double time thereafter.

11.3 Sunday Rates

All time worked on Sunday shall be paid at a rate of double time with a minimum of four (4) hours pay.

11.4 Call Back

An Employee recalled to work after leaving the Company's premises shall be paid for four (4) hours, at least, at the appropriate overtime rate. If during this time on-site circumstances arise that require the Employee to undertake additional work that is considered outside normal activities and therefore would be seen as emergency or unforeseen in its nature, then the additional work would be expected to be carried out within the original call back arrangements.

This clause does not apply to situations where it is customary for an Employee to return to the Company's premises to perform a specific job outside their normal working hours.

11.5 Time-off Between Commencing and Finishing

When overtime worked is necessary it shall be so arranged that Employees have at least ten (10) consecutive hours off duty between the work of successive days. The Employee, other than a casual, who works so much overtime that a ten (10) hour break is not possible before the commencement of their next days work, shall be released after completion of such overtime until they have had ten (10) hours off duty without loss of pay. If, on the instruction of the Company, such an Employee resumes or continues working without having had such ten (10) consecutive hours off duty, they shall be paid at double time rates until released from duty for such period and they then shall be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. This clause shall not apply to casual Employees.

11.6 Rest Periods

- (i) An Employee required to work overtime in excess of 1.5 hours shall be granted a paid crib break of ten (10) minutes at overtime rates; this rest period shall not be in addition to any other rest period.
- (ii) An Employee required to work overtime beyond the normal starting or finishing time shall be granted a paid crib break of twenty-five (25) minutes after five (5) hours of continuous overtime.
- (iii) The rest periods and meal breaks on days where overtime is worked other than on ordinary days of work shall be the same as those shown in Clause 10.3(i) and Clause 10.4(i).

- (iv) These meal periods will be rostered so that the plant continues operation without downtime.

12. Sick Leave

- 12.1 Employees are entitled to eight (8) days sick leave per year.
- 12.2 Any Employee other than a casual Employee who, having at least three (3) months service with the Company, is absent from duty as a result of personal ill health or accident shall be entitled to five (5) days ordinary pay in the first full year of service, and eight (8) days ordinary pay for every subsequent full year of service to be paid as sick pay.

Part-time employees have a proportional entitlement.
- 12.3 Payment will be made for three days of sick leave taken in each anniversary year of employment without the need for the employee to provide evidence of illness.
- 12.4 However, for each day of sick leave taken in addition to the three days referred to in clause 12.3 above, payment of sick leave is conditional upon the Employee producing or forwarding within forty-eight (48) hours of the commencement of the sick leave evidence of illness satisfactory to the Company in the form of a medical certificate from a duly qualified medical practitioner.
- 12.5 For any absence due to sick leave prior to or following rostered days off or normal non-working days, a medical certificate must be produced.
- 12.6 If an Employee is absent from work, excepting on account of illness, a proportionate deduction shall be made from the Employee's wages for all time lost.
- 12.7 The Employee shall, wherever practical, inform the Company prior to the commencement of the shift or in any case within the first two (2) ordinary hours of the first day or shift of such absence, of their inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of their absence.
- 12.8 Sick Leave shall accumulate from year to year so that any balance at 31 December of each year shall be allowed in a subsequent year or years without diminution of Sick Leave prescribed in respect of that year.
- 12.9 The payment of any absence on Sick Leave in accordance with this clause during the first three (3) months of employment of an Employee may be withheld by the Company until the Employee completes such three (3) months of employment, at which time the payment shall be made.

13. Holidays

- 13.1 All Employees, excluding casuals, shall be entitled to the following holidays without loss of pay:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas and Boxing Day or any day or days observed as such and all gazetted Public Holidays observed throughout the State.
- 13.2 Where a public holiday falls on the weekday an employee is rostered off, the employee shall be granted an alternate day off in lieu of the public holiday. If the public holiday falls on a Friday and the employee's rostered day off is a Friday then the employee will be granted an alternate public holiday on the Thursday before the

public holiday. If the public holiday falls on a Monday and the employee's rostered day off is a Monday then the employee will be granted an alternate public holiday on the following Tuesday.

- 13.3 By agreement between Parchem Construction Products Pty Ltd and the majority of Employees covered by this Agreement, other days may be substituted for the holidays stated in Clause 13.1 above.
- 13.4 An additional holiday (previously referred to as the "picnic day") to be agreed between the Company and the majority of Employees covered by this Agreement shall be granted.
- 13.5 Any Employee who is absent without leave or reasonable excuse which, where possible, should be supported by appropriate documentation, eg; Doctor's Certificate, on the working day proceeding or the working day succeeding a holiday shall not be entitled to payment for such holiday.
- 13.6 All time worked on any of the above holidays shall be paid at a rate of double time and one half with a minimum of four (4) hours pay.
- 13.7 Part-time Employees only have an entitlement to be paid for Public Holidays if they would normally work on that day.

14. Accident Pay

See Workers Compensation Act, 1987.

15. Annual Leave

- 15.1 See Annual Holiday Act, 1944, as amended.
- 15.2 The Company shall inform employees six (6) months before any intended annual closedown. These dates will be subject to confirmation one (1) month prior to actual closedown.

16. Annual Leave Loading

- 16.1 When Employees take Annual Leave to which they have an entitlement to, (leave taken in advance is excluded from this sub-clause) they shall be paid an Annual Leave Loading of 17.5% based on the ordinary rate of pay they would have received had they not been on Annual Leave. In case of shift workers, they are entitled to the greater of the 17.5% or the shift allowance for the period of the Annual Leave.
- 16.2 Where leave is taken in advance, then on the anniversary of the person's employment a calculation will be made as in Clause 16.1 above. The difference between this calculation and the rate of pay used to pay the Annual Leave will be paid in the next pay period after the anniversary date.
- 16.3 Where the services of a person are terminated by the Company for reasons other than misconduct, any pay-out of outstanding Annual Leave entitlement (excluding that which is accruing) shall be calculated in accordance with Clause 16.1 above.
- 16.4 Leave loading is not paid on that leave which is accruing at the date of resignation.

17. Long Service Leave

See Long Service Leave Act, NSW, 1955, as amended.

18. Compassionate Leave

- 18.1 An Employee shall be entitled to a maximum of five (5) consecutive days 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, step-child, grandparents, grandchildren or parents-in-law. For the purposes of this sub-clause the words "father" and "mother" shall include foster father or mother and step-father or step-mother. For the purpose of this clause the words "wife" and "husband" shall include de facto and/or same sex partners.
- 18.2 Provided further, an Employee shall be entitled to a maximum of five (5) 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, father or mother and where such Employee travels outside of Australia to attend the funeral.

19. Jury Service

An Employee shall be allowed leave of absence during any periods when required to attend for jury service. During such leave of absence, an Employee shall have the difference between jury expenses or fees received and the Employee's normal pay made up by the Company. Documentation must be produced in order for payment to be processed.

An Employee shall be required to produce to the Company proof of requirement to attend and attendance on jury service and shall give the Company notice of such requirement as soon as practicable after receiving notification to attend for jury service.

20. Parental Leave

In respect of the following leave:

- Adoption
- Maternity
- Paternity

See Industrial Relations Act of NSW, 1996.

21. Family Emergency Leave

- 21.1 Employees, excluding casuals, required to look after the health and welfare needs of immediate family members at short notice are allowed up to five (5) days a year to do so. This leave may be paid, (i.e.; taken from accumulated Sick Leave owing to the Employee) or unpaid, upon proof of family illness (such as a medical certificate or Statutory Declaration) supplied to the company.
- 21.2 Employees taking such leave are required to advise their manager as soon as possible of their absence and likely length of time off.

22. Implementation of Grading Structure

- 22.1 The grading classification of a new Employee will be based on an assessment on skills acquired. This assessment will be conducted jointly by the Employee's supervisor, the Employee, and the Production Manager.
- 22.2 The grading classification of existing Employees will be based on an assessment of the skills currently held. This assessment will be conducted jointly by the Employee's supervisor, the Employee, and the Production Manager
- 22.3 Consistent with their classification, all Employees will assist other Employees in gaining new skills.

- 22.4 All Employees are required to carry out training of other Employees where that is stated as a responsibility of their grade.
- 22.5 It is not compulsory for Employees to increase their individual skills level.
- 22.6 All Employees are responsible for their own safety and for the safety of others.
- 22.7 In the event of a dispute over the grading of an Employee, refer to Clause 26 Dispute Settlement Procedure.
- 22.8 All Employees will have their grading classification reviewed at least once a year with their Supervisor and the Production Manager.
- 22.9 The Consultative Committee to have responsibility for training matters and re-classification of Employees. The final decision rests with management.

23. Superannuation

23.1 Definitions

- (i) "Eligible Employee" means an Employee who is or becomes a member of the ANZ Super Advantage Fund or Labour Union Co-Operative Retirement Fund (LUCRF) or any other Fund of the Employee's choice, and is:
- a) a weekly or part-time Employee with no less than four (4) weeks continuous service with the employer; or
 - b) a casual Employee who has:
 - had a start with the employer on thirty (30) days in a period no greater than one (1) year preceding the operation of this Agreement; and
 - worked an average, in the case of junior Employees, of at least twelve (12) hours per week and in the case of adult Employees at least six (6) hours per week with the employer during the one (1) month immediately preceding any day the employer would (but for this definition) be required to make the superannuation contributions prescribed in sub-clause (ii) hereof.
- (ii) "Ordinary Time Earnings" means an Employee's classification rate in this Agreement, any over award payment, tool allowance, leading hand allowance and shift loading including weekend and Public Holiday rates, where the shift worked in part of the ordinary hours.

All other allowances and payments are excluded.

- (iii) Employees are able to exercise choice of superannuation funds in accordance with the provisions of the Federal "Choice of Superannuation" legislation

23.2 Employer Contributions

The Company will make a superannuation contribution for each Employee in line with the existing percentages determined by the Federal Government's Superannuation Charge Legislation for as long as that legislation remains valid.

Upon completion of the qualifying periods specified in sub-clause 1 of Clause 23.1(i) hereof, contributions on behalf of each eligible Employee shall apply from the date of

the Employee's commencement of employment with the employer subject to the operative date of this Agreement.

The Company agrees to employee superannuation salary sacrifice. This means the Employee can increase his/her personal contribution if they wish without the company incurring costs.

23.3 Fund Membership

The Company shall make the Employee aware of his/her entitlements under this Agreement and offer the Employee the opportunity to become a member of the ANZ Super Advantage Fund or LUCRF or any other fund of the employee's choosing. An Employee will be required to properly complete the necessary application forms to become a member of the appropriate fund in order to be entitled to the contributions prescribed above.

23.4 Absence From Work

(i) Paid Leave

Contributions shall continue whilst a member of a fund is absent on paid leave, such as Annual Leave, Long Service Leave, Public Holidays, Jury Service, Sick Leave and Bereavement Leave.

(ii) Unpaid Leave

Contributions shall not be required to be made in respect of any absence from work without pay.

(iii) Work Related Injury and Sickness

In the event of an eligible Employee's absence from work due to work related injury or sickness, contributions shall continue for the period of the absence (subject to a maximum of fifty-two (52) weeks total absence for each injury or sickness) provided that the Employee is receiving payments in accordance with the provisions of an Award or an Industrial Agreement dealing with accident pay.

24. Termination of Employment caused by Mechanisation, Technology and/or Redundancy

It is the Company's objective wherever possible to avoid reductions in Employee numbers through forced redundancies. Rather, where circumstances arise which force such reductions, extensive discussion with all Employees would take place to canvas alternatives such as natural attrition, voluntary redundancy and the like.

In the event that the company is unable to find satisfactory alternatives and it means Employees are made redundant, the following provisions shall apply.

24.1 Definition of Redundancy

Entitlement to redundancy occurs where the Company no longer wishes the job an Employee is doing to be done by that Employee or anyone else but excludes the ordinary and customary turnover of Employees, summary dismissal and termination arising from poor work performance and the like, as well as casuals and Employees engaged for a specific period of time or for a specified task or tasks.

24.2 Notice

Every effort will be made to inform Employees as early as practicable of their impending redundancy. The redundant Employee will be given a minimum of four (4) weeks notice in writing of the termination (or in the case of an Employee over 45 years of age and who has completed at least two (2) years service, an extra week). If the Company fails to give the minimum notice then it will pay the difference between the actual notice given and the four (4) weeks.

24.3 Leaving During the Notice Period

An Employee who has the opportunity of obtaining alternative employment outside the Company, after being given notice, shall be entitled to be paid up to their last day of employment and receive their full entitlement to severance pay provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

24.4 Alternative Employment

An Employee will not be entitled to the provisions of this clause if they are found and offered alternative employment within the Company suitable to their ability and reject same without good and sufficient reason.

24.5 Severance Pay

In addition to the notice provided for in Clause 24.2, an Employee terminated in accordance with this clause shall be entitled to the following payment:

- (i) Four (4) weeks severance pay.
- (ii) Three (3) weeks pay for each year of service calculated to completed years up to a maximum of fifty-two (52) weeks.

Leave is reserved for either party to discuss the quantum of severance pay during the life of this Agreement if deemed necessary.

24.6 Time Off During Notice Period

During the period of notice an Employee shall be allowed up to one (1) day time off without loss of pay during each week of notice for the purpose of seeking other employment.

Such time off shall be arranged in consultation with the departmental manager.

24.7 Assistance

The Company will advise relevant Government agencies of the situation and, where appropriate, arrange visits to the site by agency officers to discuss entitlements etc. with Employees concerned.

24.8 Employees with Less Than One (1) Year's Service

This clause shall not apply to Employees with less than one (1) year's continuous service, except to give relevant Employees an indication of the impending redundancy and assist in seeking alternative employment through Government agencies.

25. Transmission of Business

Where a business is before or after the date of this agreement, transmitted from an employer (in this clause called the transmitter) to another employer (in this clause called the transmittee) and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:

- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (iii) This Agreement shall apply to any successor, assignee or transmittee of all or any of the work.

In this clause business includes trade, process, business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning."

26. Safety Procedures

In the event of a dispute arising concerning an alleged unsafe or unhealthy practice the following procedure shall be adopted:

- 26.1 An Employee or Employees considering a work practice or condition to be unsafe or unhealthy shall contact in the first instance their supervisor.
- 26.2 If the matter is not satisfactorily resolved the Employee may request the Union Delegate or member of the Safety Committee to take up the matter with an appropriate Company Representative.
- 26.3 If no satisfactory resolution of the safety or health question is reached and avenues of conciliation are exhausted, the Delegate or Union representation and Company Representative shall prohibit the work practice or condition temporarily, until stage 25.4 has been completed.
- 26.4 The final decision on the practice shall be made, in the case of disagreement between the parties, by an Inspector of the WorkCover Authority or other Governmental Authority, whichever may be appropriate.

27. Dispute Settlement Procedure

The objective of this procedure is to promote the resolution of disputes by measures based on consultation, co-operation and discussion and to avoid interruption to the performance of work and the consequential loss of production and wages.

In the event of any dispute, the following procedure will apply:

- 27.1 The matter shall first be discussed between the Employee(s) with their immediate supervisor.
- 27.2 In the event of failure to resolve the dispute, the matter shall then be referred to a management representative and an appropriate Union Representative and/or Officer of the Union, who will confer and attempt to reach a settlement.
- 27.3 If the parties are still unable to resolve the matter, it may be referred to the Industrial Relations Commission of NSW or its successor.

- 27.4 Whilst the procedure is being followed, work shall continue in accordance with existing custom and practice. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.
- 27.5 Sensible time limits should be allowed in dealing with the problem/dispute, with the parties maintaining regular contact.
- 27.6 Clause 25, Safety Procedures, will apply in lieu of this clause in the event of a dispute arising concerning an alleged unsafe or unhealthy practice.

28. Disciplinary Process

- 28.1 The purpose of having a disciplinary process is to provide a manager with a means of advising and discussing with an Employee any perceived deficiency in their behaviour or attitude affecting not only their work performance but others. The objective is to arrive at an agreed solution.

An Employee is entitled to have the Union Delegate present at any time during the above process.

- 28.2 In the first instance the manager, will discuss the issue(s) with the Employee concerned, ensuring the Employee is aware of the conduct or behaviour required and be made aware of the consequences should the incorrect behaviour continue. Both parties will agree on appropriate solution/courses of action. The manager will monitor the matter over the following month with the Employee concerned.
- 28.3 If the Employee's behaviour does not improve following the above discussion, a written warning will be given detailing the problem and required improvement, stating the problem and required improvement, stating what steps have been previously taken and the likely results if the Employee does not resolve the issue(s). The written warning should be signed by the Employee as recognition of having received it. A copy will be placed in their personnel file.
- 28.4 A final written warning will be issued if the Employee has failed to resolve the issue. Included in this letter is the warning that failure to resolve the issue(s) will result in dismissal. The written warning should be signed by the Employee as recognition of having received it. A copy will be placed in their personnel file.
- 28.5 If after a reasonable time has elapsed and the Employee has failed to resolve the issue(s), their services will be terminated.
- 28.6 All documentation relating to disciplinary action taken against an Employee that is filed in that persons personnel file will be destroyed after twelve (12) months provided the issue(s) does not arise within that time frame.
- 28.7 This clause shall not apply in cases of serious misconduct.

29. Training

- 29.1 The parties to this Agreement recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required.

Accordingly, the parties commit themselves to:

- (i) developing a more highly skilled and flexible workforce;
- (ii) providing every Employee with career opportunities through appropriate training to acquire additional skills; and

- (iii) removing barriers to the utilisation of skills acquired.
- 29.2 Following proper consultation, the Company shall develop a training programme consistent with:
 - (i) the current and future skill needs of the Company;
 - (ii) the size, structure and nature of the operations of the Company; and
 - (iii) the need to develop vocational skills relevant to the Company and through courses conducted by accredited educational institutions and providers.
- 29.3
 - (i) Where, as result of consultation with the Employee concerned, it is agreed that additional training in accordance with the programme developed pursuant to sub-clause (ii) of this Clause should be undertaken by an Employee, that if the training is undertaken during ordinary hours the Employee concerned shall not suffer any loss of pay. The Company shall not unreasonably withhold such paid training leave.
 - (ii) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Company's technical library) incurred in connection with the undertaking of training shall be reimburse by the Company upon production of evidence of such expenditure; provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress. Refer to Company Policy for further details.
 - (iii) Travel costs incurred by an Employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the Company.
- 29.4 Any disputes arising in relation to this clause shall be subject to the provisions of Clause 26 Disputes Settlement Procedure.
- 29.5 Apprenticeships & Traineeships

See Industrial Relations Act, 1996.

30. Transition to the Reshaping of the Work Place

The parties to this Enterprise Agreement see this document as establishing a sound base to work from in further reshaping the work place in line with our continuous improvement philosophy.

During the discussions on the Enterprise Agreement several key issues have been identified as being integral to achieving further benefits for all concerned. In broad terms these may be expressed as:

- 30.1 Identifying what job training each person requires to bring them up to the desired multi-skilling levels and how long should this training take.
- 30.2 How do we implement the basic "what you need to know to do your job properly" training programme?
- 30.3 The need to establish competency standards for each job.
- 30.4 The need also to establish job performance criteria for each job.

30.5 The Consultative Committee is responsible for formatting a review procedure for progress against job grading structure.

31. Miscellaneous

31.1 Protective Clothing

The Company shall provide overalls, safety boots and other protective wear as is necessary to comply with the Company's safety regulations. These items shall remain the property of the Company and shall be returned on termination of employment.

31.2 Site Meetings

Meetings to discuss this Agreement may be held during ordinary working hours, without loss of pay to the Employees attending, provided the time, date and duration of the meeting has previously been discussed and agreed between the Employees and the Company and providing such meetings have a direct bearing upon the implementation of this Agreement.

31.3 Workplace Rehabilitation

Parchem Construction Products Pty Ltd's Rehabilitation Policy and Procedures shall apply in compliance with Workers' Compensation Act, NSW, 1987. Parchem Construction Products Pty Ltd is committed to the prevention of occupational injury and illness, and the promotion of a healthy, safe work environment.

The Company aims to provide appropriate occupational rehabilitation, in the event of injury/illness to assist in easy, safe return to meaningful and productive work.

31.4 Trade Union Training Leave

The Senior Union Delegate or Co-Delegate shall be allowed leave without loss of pay to attend Trade Union training courses conducted by the relevant trade union training organisation.

The Senior Union Delegate or Co-Delegate shall, upon application in writing from the Union, be granted up to ten (10) days leave with pay each calendar year, non-cumulative, to attend Trade Union training courses.

The combined total leave taken by either shall not exceed ten (10) days.

32. SIGNATURES

Signed for and on behalf of the National Union of Workers

.....
Secretary

.....
Witness

**Signed for and on behalf of Parchem Construction
Products Pty Ltd Consultative Committee**

RON STAINES

JAMES MORRISON

**Signed and sealed for and on behalf of Parchem
Construction Products Pty Ltd**

JOHN MARTIN.....

COLIN DAVIS.....

APPENDIX I

ENTERPRISE AGREEMENT 1997

Key elements of the 1997 Enterprise Agreement 1997 were as follows:

Definitions of Skills

Jobs have been defined with reference to their relative skill and responsibility requirements; these skills have been sub-divided into various levels which are defined below:

M Manual Lifting/Dexterity

Physical effort required at a reasonably constant frequency in order to perform a job function.

N Numeracy

Basic arithmetic (addition, subtraction, multiplication) is a requirement of the job function.

L Literacy

1. Ability to speak and understand basic English and to read instructions in English is a requirement of the job function.

2. An ability to write instructions in English is a requirement of the job function.

3. Having been training in data entry is a requirement of the job function.

M Mechanical Aptitude

1. An ability to operate plant and equipment which does not require the need to make operating decisions.

2. An ability to operate plant and equipment which requires some degree of decision making which could impact on production rate or product quality.

3. An ability to operate plant and equipment of a complex nature under limited supervision following written procedures and work practices.
4. An ability to operate plant and equipment of a complex nature which requires the operator to make decisions. Some routine maintenance duties are incorporated at this skill level.
5. An ability to carry out general maintenance duties on all site plant and equipment including dismantling, repair, reassembling. A prerequisite of this level is an appropriate trade qualification and industrial experience (minimum 2 years).

O Organisation

1. The ability to organise products or materials in a processing or storage function is a requirement of the job function.
2. The ability to organise personnel and their work pattern is a requirement of the job function.
3. The ability to organise personnel and their work patterns and to carry out training of those personnel in operations of limited complexity is a requirement of the job function.
4. The ability to organise personnel and their work pattern to carry out training of personnel in operations of a more complex nature and in health and safety aspects of their job is a requirement of the job function.

SR Supervision Required

Controlled Supervision

Work that is performed follows clearly laid down procedures. There is supervisory control built into the function which relates to routine duties.

Direct Supervision

All work is planned, checked and overseen by a supervisor.

Limited Supervision

Routine work is planned but completed without direct supervision; completed work is subject to review and checking.

Occasional Supervision

Work is planned but performed independently with only general instruction; results are subject to occasional review by a supervisor.

No Supervision

Work is planned and carried out without supervision.

Degree of Responsibility

1. Responsible for own work performance only.
2. Responsible for own work, ensuring that correct materials and procedures are used. There is a need to enter confirmation checks onto documentation.

3. Some responsibility for plant or product, the plant being of limited complexity. This would include responsibility for issuing materials or dispatch of products or may extend to the minimal delegation of tasks to other personnel and to their production rates. There is a need to keep some records of daily production or stock movement.
4. Responsibility for plant or processes of moderate complexity or the responsibility for the delegation of tasks to other personnel and responsibility for their work and their training. There is a more detailed calculation and recording of material requirements and production output.
5. Responsibility for plant or process of a complex nature: or the responsibility for the operation of plant of moderate complexity with the added responsibility for the training of other personnel and organisation of and responsibility for their work. Full recording of outputs and completion of documentation is an essential aspect; or

The responsibility for general maintenance on plant and equipment of a complex nature. In performing this job function reasonable care for the health and safety of personnel is a key responsibility as is the maintenance of production rates.

6. Responsibility for the operation and maintenance of plant and equipment and for the training of other personnel and organisation of and responsibility for their work. Full recording of outputs and completion of documentation is an essential aspect.

APPENDIX II

ENTERPRISE AGREEMENT 1997

Key elements of the 1997 Enterprise Agreement 1997 were as follows:

The way we will increase productivity and flexibility will be by:

1. Rationalisation of Meal Breaks

Change the current four (4) meal breaks to three (3) without changing the total time of the breaks.

i.e.	8.00am -	8.15am	15 minute break
	10.15am -	10.30am	15 minute break
	1.00pm -	1.40pm	40 minute lunch

Note: Thirty (30) minutes of the lunch break will be unpaid.

2. Split Shift

Employees have agreed to operate the plant on a split shift basis to ensure a five (5) working day per week operation. This will operate by having two (2) crews, one crew working Monday to Thursday and the second crew working Tuesday to Friday, 9.5 hours per day.

Changes to the above arrangement shall only occur by agreement between the Company and Employees concerned, and with the Union Delegate being consulted.

The split shift arrangement will be initiated on a six (6) month trial basis.

Selection Criteria

Initially volunteers will be sought. If the volunteers do not have the skill base then, after consultation with Employees, the Company will select Employees to cover the split shift. Volunteers who do not have the necessary skills immediately will be offered training so that they could be considered in the future.

The Tuesday to Friday crew will remain unchanged for twelve (12) months. After twelve (12) months, if Employees want to move in and out of the crew, then the selection criteria above will be followed.

During the six (6) month trial, the Consultative Committee will regularly meet to review the operation and smooth implementation of the split shift.

At the end of the six (6) month trial, Employees can determine whether it was successful.

When successful, the split shift is to be adopted permanently and the first tier payment to be effective.

3. Grading Review

The Consultative Committee to have responsibility for training matters and re-classification of Employees. The final decision rests with management.

The Committee to review the grading structure and one of the first items to be discussed to be Grade 4.

4. Pay Slips

Pay slips to be provided by lunchtime on pay day.

5. Union Fees

The Company shall continue to deduct Union Membership from the wages of employees to remit these to the Union.