

ENTERPRISE AGREEMENT

NO: E.A. 304 /1995

DATE REGISTERED: 25-8-95

PRICE: \$ 60-00



Enterprise Agreement
(NSW Industrial Relations Act, 1991)

Fosroc Expandite

Wyong Site

Date: 30 May 1995

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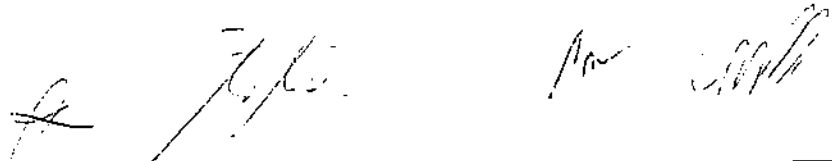
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Appendix I Definition of Skills

1. Parties to this Agreement

An Enterprise Agreement, made in pursuance of the NSW Industrial Relations Act, 1991 in accordance with the provision of Section 115-142 of the said Act entered into on 30 May 1995 between Fosroc Expandite of 33 Lucca Road, North Wyong of the one part and the employees of Fosroc Expandite at 33 Lucca Road whose signatures appear on page 23 of the document in the following occupations/trades:

- Fitters including Apprentices



2. Statements of Understanding

It is agreed by the parties as follows:

- (i) **Title:** This Agreement shall be known as the Fosroc Expandite Enterprise Agreement.
- (ii) **Intention:** This Agreement shall only apply to employees of Fosroc Expandite in the occupations/trades of Fitters and Apprentices who are situated at the Wyong, New South Wales site and shall have no application to Fosroc Expandite employees covered by any Federally registered Enterprise Agreement.
- (iii) **Duress:** This Agreement was not entered into under duress by any party to it.
- (iv) **Incident:** This Agreement shall regulate totally the terms and conditions of employment previously regulated by the following award:
- Metal and Engineering Industry State Award
- (v) **Term:** This Agreement shall apply for a period of two (2) years from the date of registration of the Agreement.
- (vi) **No Further Claims:** The parties to the Enterprise Agreement will not seek to vary the terms and conditions herein during the currency, except to remove ambiguity or uncertainty such variation shall be in accordance with the relevant sections of the Act. Such variation shall be in accordance with Section 125 and 134 of the Act.
- (vii) **Management's Intention:** It is Fosroc Expandite's intention to manage it's 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 is 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 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 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.

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, two or three 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 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.

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. Provided that 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. The employee then has a maximum of seven (7) days after the expiry of the three working days to contact the Company to explain their absence. The Company, however, has agreed that after seven days, but within a reasonable period of time, provided a legitimate reason has been given to the employer, that the employee will be reinstated to their original position and rate of pay.

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 where such stand down provisions are not permitted by an award that previously regulated employment, the Company must apply to the Industrial Relations Commission for a stand down order pursuant to Section 231 of the NSW Industrial Relations Act.
- (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.

5. **Part-time Employees**

- (i) A part-time employee means a person who is employed to work regular days and hours which are less than the days and hours worked by a full-time employee. Provided that in any week they shall be employed for a minimum of eighteen (18) hours.

- (ii) 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.
- (iii) 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 38.

ie; daily hours in excess of normal full working hours.

- (iv) Entitlement to overtime will be based on meeting the same criteria as full-time employees.

6. Casual Employees

- (i) 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 hours.
- (ii) 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 38 hours.
- (iii) A casual employee shall be paid 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.
- (iv) 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.
- (v) 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.
- (vi) Entitlement to overtime will be based on meeting the same criteria as full-time employees.

7. Apprenticeships & Traineeships

See Industrial and Commercial Training Act, 1989.

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 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 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 leaders 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.
- 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.

8.2 Grading Structure

Grade	Function	*Minimum Req'ment	Wage (Incl. 5%)
1.	Probationary Employee		390
2.	Process Worker - Powders * - Filling * - Mixers * General Hand - Maintenance)) 1 of) these	One part = 400 Two parts = 410 Three parts = 420
3.	A Filler Operator - Manual - Automatic - Extruder)) 3 of) these	430 - 500 430 - A,B,C,D One Part
	B Mixer Operator - Powders - PUWS - WET - Bowl Cleaning))) 3 of) these	440 - A,B,C,D Two Parts of One Strand 460 - A,B,C,D Three Parts of One Strand
	C Weigh-up Operator - Paint - Quality Compliance - Powders - General))))	470 - A,B,C,D Three Parts of One Strand & One Part of Others
	D Storeperson - Raw Materials - Despatch - FG - Packaging - Label Prep))) 3 of) these))	485 - A,B,C,D Three Parts of One Strand & Two Parts of Others 500 - A,B,C,D Three Parts of One Strand & Three Parts of Others
4.	Senior Storesperson Plant Operator Senior Weigh-Up Operator Senior Filler Operator Senior	3D + 3C 3B + 3C 3C + 3D 3A + 3D	Range : 520 - 540 These are minimum requirements to qualify for training for these jobs (when available)
5.	Fitter - Trade Certificate - Fabrication Skills - Pneumatic Skills - Hydraulics Skills		550 555 562 570
	Team Leader		550
6.	Fitter - Restricted Electrical Licence		580
	- Maintenance Foreman		600

* Minimum requirements to qualify for next grade.

9. Wages and Allowances

9.1 Rates of Pay: Upon implementation of this Agreement all existing rates of pay will be increased by a minimum 5%.

(i) Weekly: The rates of pay for each Grade shall be as follows:

Job Grade	Current Rate of Pay	On Agreement	
		Minimum	Maximum
5	496.70	550	570
6	496.70	580	600

(ii) From the first full pay period, on or after the first anniversary of the implementation of this Enterprise Agreement ie; 31.05.96 the rates of pay of all employees will be increased by 3%. Similarly a further 2% wage increase will occur six months later ie; 31.11.96.

At both times the wage ranges for the various grades will increase accordingly.

(iii) Extra Skills Margin

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

(iv) Part-time Employees

A part-time employee working ordinary time shall be paid one thirty-eighth of the appropriate weekly wage from Clause 9.1(i) of this Agreement.

(v) Casual Employees

A casual employee for working ordinary time shall be paid one thirty-eighth of the appropriate weekly wage from Clause 9.1(i) of this Agreement plus 20% plus one-twelfth of the ordinary hourly rate payable in lieu of Annual Leave.

(vi) Apprentices

The under mentioned percentages will be applied to the minimum rate of pay shown against the job group covering the classification of fitter as shown in Job Grade 5 above.

Year 1	=	42%
Year 2	=	55%
Year 3	=	75%
Year 4	=	88%

9.2 Allowances

(i) Shift Work Allowances

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

(ii) First Aid Allowance

A qualified first aid attendant, whose duties include first aid, shall receive an allowance of \$5.90 per week.

(iii) Forklift Driving Allowance

Forklift driving allowance is \$15.00 per week incorporated in hourly rate of pay. For employees Grade 5 and above the forklift driving licence allowance has been incorporated into the weekly wage under this Agreement.

(iv) Carbon Black Allowance

An allowance of \$5 per day shall be paid to those employees handling carbon black in the windscreen sealant plant for all time worked.

(v) Tool Allowance - Tradespersons & Apprentices

Tradespersons shall be paid an allowance of \$12.00 per week for supplying and maintaining tools ordinarily required in the performance of their work as trades persons.

This allowance shall apply to apprentices on the same percentage bases as set out in Clause 9.1 sub-clause (vi) of this Agreement.

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

9.3 Attendance Bonus

Employees at the end of each four week pay period shall be entitled to a payment of six (6) hours at ordinary time rate of day provide that:

- (i) Those employees who have taken in excess of four hours paid or unpaid leave during that four 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 week period.

10. Hours of Work

10.1 Ordinary Hours

- (i) The ordinary hours of work shall be 38 hours per week not exceeding ten (10) hours in any twenty four hour period or five 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 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 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, two or three or 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 minutes not later than five 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 hours continuous duty at a time agreed with the employee's supervisor. This rest period shall not exceed fifteen minutes in the morning and ten minutes in the afternoon 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 All employees who are working in the powder plant shall be entitled to ten minutes washing time and windscreen sealant plant fifteen minutes 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 hours and double time thereafter. For the purpose of assessing overtime each day shall stand alone.

11.2 Sunday Rates

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

11.3 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.

11.4 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 consecutive hours off duty between the work of successive days. The employee, other than a casual, who works so much overtime that a ten 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 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 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 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 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 minutes after five 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.

11.7 Meal Money

An employee required to work overtime for more than two (2) hours after his ordinary ceasing time, shall be paid the sum of \$6.50 in lieu of such meal and if he works for a further four (4) hours he shall be paid a further sum of \$6.50 for the second meal.

12. Sick Leave

- 12.1 Any employee other than a casual employee who, having at least three months' service with the Company, is absent from duty as a result of personal ill health or accident shall be entitled to 40 hours ordinary pay in the first full year of service, and 64 hours ordinary pay for every subsequent full year of service to be paid as sick pay.
- 12.2 Payment of sick pay is conditional on such employee producing or forwarding within 48 hours of the commencement of absences exceeding one ordinary working day and absences prior to or following rostered days off or normal non-working days, Monday to Friday, evidence satisfactory to the Company, that is Doctor's Certificate or Statutory Declaration, that his or her non-attendance was due to personal ill health or accident necessitating such absence.
- 12.3 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.
- 12.4 The employee shall, wherever practical, inform the Company prior to the commencement of the shift or in any case within the first two 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.
- 12.5 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.

- 12.6 The payment of any absence on Sick Leave in accordance with this clause during the first three months of employment of an employee may be withheld by the Company until the employee completes such three 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, Eight Hour Day, Christmas and Boxing Day or any day or days observed as such and all gazetted Public Holidays observed throughout the State.

- 13.2 By agreement between Fosroc Expandite and the majority of employees covered by this Agreement other days may be substituted for the holidays stated in Clause 13.1 above.

- 13.3 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.

- 13.4 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.

- 13.5 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.

- 13.6 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

See Annual Holiday Act, 1944, as amended.

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 17¹/₂% based on the ordinary rate of pay they would have received had they not been on Annual Leave. In the case of shift workers, they are entitled to the greater of the 17¹/₂% 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 persons 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 three (3) 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 "wife" and "husband" 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.

18.2 Provided further, an employee shall be entitled to a maximum of three (3) 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.

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 NSW Industrial Relations Act, 1991.

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, ie; taken from accumulated Sick Leave owing to the employee or unpaid.

- 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 and the employee.
- 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 and the employee.
- 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.

23. Superannuation

23.1 Definitions

- (i) "Eligible Employee" means an employee who is or becomes a member of the Superannuation Trust of Australia or Part B of the Company Fund, and is:
1. a weekly or part-time employee with no less than four (4) weeks continuous service with the employer; or
 2. 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) "Act" means the Occupational Superannuation Standards Act, 1987.
- (iv) "Regulations" means the Occupational Superannuation Standards Regulations.

23.2 Employer Contributions

- (i) 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.
1. 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.

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 Superannuation Trust of Australia or Part B of the Company Fund. 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 in sub-clause (ii) of Clause 23.2.

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 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, 9 9 1 1 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) 4 weeks severance pay.
- (ii) 3 weeks pay for each year of service calculated to completed years up to a maximum of 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.

24.6 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 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. Safety Procedures

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

25.1 An employee or employees considering a work practice or condition to be unsafe or unhealthy shall contact in the first instance their supervisor.

25.2 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.

25.3 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 representation shall prohibit the work practice or condition temporarily, until Clause 25.4 has been completed.

25.4 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.

26. 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:

26.1 The matter shall first be discussed between the employee(s) with the immediate supervisor.

- 26.2 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.
- 26.3 If the parties are still unable to resolve the matter, it may be referred to the NSW Industrial Relations Commission.
- 26.4 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.
- 26.5 Sensible time limits should be allowed in dealing with the problem/dispute, with the parties maintaining regular contact.
- 26.6 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.

27. Disciplinary Process

- 27.1 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 another employee present at any time during the above process.
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 If after a reasonable time has elapsed and the employee has failed to resolved the issue(s), their services will be terminated.
- 27.6 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. Training

28.1 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.

28.2 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.

28.3 (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.

28.4 Any disputes arising in relation to in this clause shall be subject to the provisions of Clause 26, Disputes Settlement Procedure.

29. 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:

- 29.1 Identifying what job training each person requires to bring them up to the desired multi-skilling levels and how long should this training take.
- 29.2 How do we implement the basic "what you need to know to do your job properly" training programme?
- 29.3 The need to establish competency standards for each job.
- 29.4 The need also to establish job performance criteria for each job.
- 29.5 The Consultative Committee is responsible for formatting a review procedure for progress against job grading structure.

30. Miscellaneous

30.1 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.

30.2 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.

30.3 Workplace Rehabilitation

Fosroc Expandite's Rehabilitation Policy and Procedures shall apply in compliance with Workers' Compensation Act, NSW, 1987. Fosroc Expandite 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. SIGNATURES

Signed for and on behalf of Fosroc Expandite
Tradespersons covered by this Agreement

DIETER WENK *Dieter Wenk* 30.5.95

ALLEN PHILLIPS *Allen Phillips* 30-5-95

Signed and sealed for and on behalf of Fosroc
Expandite

PAUL McGRATH *P. McGrath* 30/5/95.

COLIN DAVIS *Colin Davis* 30/5/95.

APPENDIX I

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.