

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/143

TITLE: Melcann Limited - NSW Division Enterprise Agreement 2000

I.R.C. NO: 00/1623

DATE APPROVED/COMMENCEMENT: 3 May 2000

TERM: 31 March 2001

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

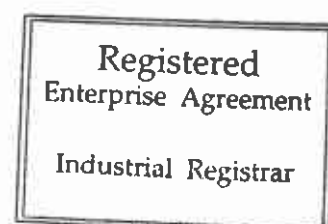
DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged in the bagging, warehousing and distribution of cement products and other products in the Melcann range

PARTIES: Melcann Limited NSW Division -&- National Union of Workers, New South Wales Branch



MELCANN LIMITED - NSW DIVISION

ENTERPRISE AGREEMENT 2000

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1. AGREEMENT FORMALITIES:

This Agreement shall be binding upon Melcann Limited, Highgate Street, Auburn, New South Wales, and its employees engaged in the bagging, warehousing and distribution of cement products and other products in the Melcann range. The Agreement is made between Melcann Limited and the National Union of Workers, NSW Branch.

2. DATE AND PERIOD OF OPERATION:

This Agreement shall take effect from the first pay period commencing on or after the date of this agreement's registration under the provisions of the Industrial Relations' Act 1996, and shall be in force from 1 April 2000 until 31 March 2001.

3. RELATIONSHIP TO PARENT AWARD:

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

4. AIMS OF THE AGREEMENT:

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

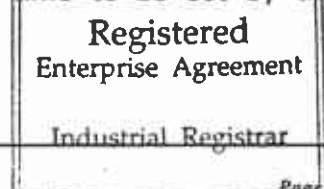
establish a framework for achieving ongoing productivity improvements in the company.

provide a mechanism whereby employees are rewarded for their contribution to improved performance of the company.

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

5. HOURS OF WORK:

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



Day Shift: Starting time between 5.30 a.m. and 9.00 a.m.

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

Start and finishing times are to be recorded on the Bundy Clock, or alternative arrangement should the Bundy Clock be out of order.

6. SHIFT WORK:

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

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

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

7. OVERTIME:

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

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

8. MEAL BREAKS:

Employee meal breaks are to be staggered to enable some staff to be available at all times. The company provides a 10 minute morning tea-break (paid) and a 30 minute lunch break (unpaid).

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

9. WASH-UP TIMES:

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

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10. WAGE RATES, ALLOWANCES AND CONDITIONS:

Wage rates, based on current levels of pay, will be as follows from 1 April 2000.

CLASSIFICATION	WEEKLY WAGE
Warehouse and Production	1/4/00
Storeman/Packer - Level 1	\$546.48
Storeman/Packer - Level 2	\$579.42
Storeman/Packer - Level 3	\$593.91
Storeman/Packer - Level 4	\$617.47
Storeman/Packer - Level 5	\$641.24

* **Casuals, whether Melcann or Agency Casuals, shall be paid in accordance with these classifications plus award loadings.**

MEAL ALLOWANCES will be increased to **\$8.50** and payable when less than twenty-four (24) hours is given regarding overtime.

11. PART-TIME EMPLOYEES:

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

12. PROBATION PERIOD:

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

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13. COUNSELLING AND DISCIPLINARY PROCEDURES:

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

Step 1 - Counselling:

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

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

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

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

Step 2 - Severe Reprimand and Final Warning:

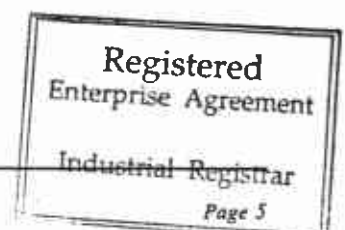
If the offence or conduct is repeated or continues, a severe reprimand and final warning will be necessary. Once again, the offence (and/or new offence), or unsatisfactory conduct should be restated and the employee warned that failure to improve within a given period, normally around six (6) months,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

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

Step 3 - Dismissal:

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

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



- (i) Prior to actually dismissing any employee in these circumstances, the procedures are reviewed between the supervisor and department manager and union delegate.
- In this review, the manager will satisfy himself/herself that all steps in the procedure have been faithfully followed and that the employee has absolutely failed to respond to earlier counselling and formal reprimands and that dismissal is now not only justified but also necessary.
- (ii) Having decided on dismissal, the employee should be invited into the privacy of an office and if a member of a union, the attendance of the union delegate must be arranged or a duly appointed union representative.
- (iii) Restate the offence or problem giving rise to the dismissal and restate the corrective action which was previously agreed upon.
- (iv) Advise the employee that he/she has failed to comply with previously agreed corrective action(s), dismissal has resulted as a consequence.

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

Misconduct and improper behaviour such as:

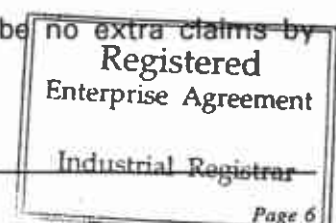
Theft;
Striking or threatening another employee;
Fabrication of Records;
Consumption of alcohol or non-prescribed drugs during working hours.
Gross insubordination;
Conduct which causes risk to the health and safety of himself/herself or to others;
Other conduct or actions which are so serious as to reflect a rejection of the employment contract.

14. GRIEVANCE / DISPUTE PROCEDURE:

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

15. NO EXTRA CLAIMS:

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



16. RE-NEGOTIATION OF NEW AGREEMENT:

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

17. CONSULTATIVE TEAM:

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

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

The team structure shall be in place by April 1997 with formal charters being developed reflecting the acceptance of consultation as the norm for the workplace.

18. ROLE OF THE CONSULTATIVE TEAM:

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

- * increase the competitiveness of the company and its products.
- * increase the quality of working life for all company employees, particularly in the areas of job design, skill formation, training and the working environment, both physical and mental.
- * improve productivity and efficiency of the company and job security.
- * ensure that employees are able to work in a co-operative atmosphere in which the worth, dignity and skills of each individual within the company are respected and appreciated.
- * ensure enterprise plans complement overall corporate strategies, introduction of new technology, employee training, redesign of work, etc.

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Issues which may be considered by the Consultative Team are:

- * quality of product;
- * reduced turnover of staff, absenteeism and other lost time;
- * the best use of technologies and training for employees;
- * management techniques, through self-managed work teams and greater flexibility;
- * product waste;
- * production costs;
- * maintenance of a good environment;
- * Occupational Health & Safety and Work Care.

19. CONSULTATIVE PROCEDURES:

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

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

20. TRAINING:

Training firstly must be relevant to the needs of Melcann Limited and consistent with the overall plans of Melcann and the industry.

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

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

Training will be conducted primarily on the job, however, some off the job training may be required.

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


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


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

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


21. SIGNATORIES TO AGREEMENT:

SIGNED FOR AND ON BEHALF OF MELCANN LIMITED, NSW DIVISION.

Signed:  Date: 7th APRIL 2000

Witnessed by:  Date: 7th APRIL 2000

SIGNED FOR AND ON BEHALF OF THE NATIONAL UNION OF WORKERS, NSW BRANCH

Signed:  Date: 7/4/00

Witnessed by:  Date: 7 April 2000



22. CLASSIFICATION DESCRIPTIONS:

LEVEL 1W:

An employee at this level will generally be a new employee with less than twelve months experience and/or less than six months service with the company. The employee will receive on-the-job training and basic O.H.&S. and QA training. After six months, an assessment of their competency will be made and if all is in order, the employee will be elevated to Level 2W.

TYPICAL TASKS:

Load and unload trucks using a forklift
Pick and assemble orders
General housekeeping

TRAINING:

Personnel Induction
Basic O.H.&S. Training by O.H.&S. committee member
Introduction to Melcann's Quality Assurance Policy.

LEVEL 2W:

An employee at this level will have in excess of twelve months experience as a Storeman and Packer and successfully completed all on the job training and relevant training courses required at Level 1. As a general rule, employees will be at this level for a minimum of twelve months and successfully completed all tasks and training prior to elevating to Level 3W. Depending on an employee's expertise and performance, the time period may be less than twelve months.

TYPICAL TASKS:

All duties performed by Level 1W Employees
Exposure to Pallet Repair Operation
Exposure to Dry Mix Plant Operations
Exposure to Cement Bagging Operations

TRAINING:

O.H.&S. Induction Course
QA Induction Course
Manual Handling Course
First-aid Certificate
Tool Box Training Courses
Pallet Repair Operators' Training (on the job training).



LEVEL 3W:

An employee at this level will have undertaken sufficient training to perform work within the scope of this level in addition to the work of lower levels. The employee should possess a sound level of interpersonal and communication skills and be competent in the understanding of regulations relating to handling and storage of products and loading of vehicles. The employee should also possess a sound knowledge of O.H.&S. requirements, be responsible for the quality control of work of other employees and be able to work with little or no supervision.

TYPICAL TASKS:

All duties associated with Levels 1W, 2W and 3W
Be responsible for checking of trucks prior to dispatch
Supervision of employees.
Liaise with transport companies
Organise paperwork
Inventory Control
Training
O.H.&S. Committee Training Course
QA Internal Auditing Course
Computer Skills Course
Tool Box Training Courses
Supervision Course

LEVEL 5W:

An employee at this level may undertake work at all lower levels and at the request of the employer, complete the Warehouse and Distribution Course at TAFE or similar courses at approved training institutes, such as the Australian Institute of Management or Materials Handling.

Experience will also be recognised at this level for those employees not willing to undertake more advanced courses.

Employees at this level should be able to implement quality control techniques and procedures, assist in the providing of on-the-job training and have a sound knowledge of the company's operations and products.

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LEVEL 1P

An employee at this level will generally be a new employee with less than twelve months experience and/or less than six months service with the company. The employee will receive on-the-job training and basic O.H.&S. and QA training. After six months, an assessment of their competency will be made and if all is in order, the employee will be elevated to Level 2P.

TYPICAL TASKS:

General cleaning
Exposure to Dry Mix Bagging Operations
Forklift[™] Driver

TRAINING:

Personnel Induction
Basic O.H.&S. Training by O.H.&S. committee member
Introduction to Melcann's Quality Assurance Policy.

LEVEL 2P:

An employee at this level will have successfully completed all on-the-job training and relevant training courses required at Level 1P. An employee at this level will acquire a good knowledge of the Dry Mix Plant operations as well as the pallet repair operations and be given exposure to the Cement Packer Palletiser operations. It is envisaged that at this level, an employee will commence training for a Front-end Loader Licence.

TYPICAL TASKS:

Forklift driving
General cleaning/housekeeping
Dry Mix Bagging / Palletising
Dry Mix Plant Operations (Mix settings, etc)
Pallet Repair Operations
Exposure to Cement Packer

TRAINING:

O.H.&S. Induction Course
QA Induction Course
Manual Handling Course
First-aid Certificate
Tool Box Training Courses
Pallet Repair Operators Training
Front-end Loader Training

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LEVEL 3P:

An employee at this level has successfully completed all on-the-job training and training courses required at Levels 1P and 2P. The employee should now be very familiar with most aspects of the Dry Mix Plant, Pallet Repair Operations and have some knowledge of the Cement Packer. The employee should also be responsible for the quality of their own work and be able to work in a team environment. The employee should have also successfully obtained his/her Front-end Loader Licence and be able to do front line maintenance. In addition, the employee should be competent with loading and unloading of trucks and be familiar with some warehouse functions.

TYPICAL TASKS:

All duties performed at Levels 1P and 2P
Ability to order raw materials
Ability to record production figures
Be able to identify and correct (if possible) problems with plants
Ability to load and unload trucks.

- TRAINING:

O.H.&S. Induction Course (refresher course)
First-Aid Re-certification Course
Manual Handling Refresher Course
Tool Box Training Courses

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LEVEL 4P:

An employee at this level will have undertaken sufficient training to perform work within the scope of this level in addition to the work of lower levels.

The employee should have a sound knowledge of the Dry Mix Plant, Pallet Repair Operations and the Cement Packer. The employee should also possess a sound knowledge of O.H.&S. requirements and be responsible for the quality control of work of other employees and be able to work with little or no supervision. The employee should also be able to discuss and assist contractors with problems with machinery, etc.

TYPICAL TASKS:

All duties associated with Levels 1P, 2P & 3P.

Be responsible for production output and frontline maintenance.

Supervision of employees.

Liaise with contractors.

Complete production report.

Inventory of Raw Materials.

TRAINING:

O.H.&S. Committee Training

QA Internal Auditing Course

Tool Box Training Courses

Supervision Course

Computer Skills Course (optional)

LEVEL 5P:

An employee at this level may undertake work at all lower levels and have a trade qualification. At the request of the employer, the employee may be asked to undertake further education, such as Engineering Certificate.

Experience will also be recognised at this level for those employees unable to undertake further education.

Employees at this level should be able to implement quality control techniques and procedures, assist in the providing of on-the-job training and have a sound knowledge of the company's operations and products.



SKILLS REQUIRED	WAREHOUSE	PLANT
LEVEL 1 EMPLOYEE		
Industrial Cleaning	YES	
Industrial Vacuum Cleaner		YES
General Housekeeping	YES	
Use Dry Mix Packer		YES
Use Dry Mix Palletiser		YES
General Forklift Driving	YES	YES
Load / Unload Trucks	YES	
Pick & Assemble Orders	YES	
Environmental Control	YES	YES
LEVEL 2 EMPLOYEE		
All Level 1 Duties	YES	YES
Dry Mix Plant Exposure	YES	
Cement Bagging Exposure	YES	YES
Pallet Repair Exposure	YES	
Basic First-Aid	YES	YES
Dry Mix Plant Operations		YES
Load / Unload Trucks	YES	YES
Front-End Loader Experience		YES
Pallet Repair Operations		YES
OH&S Induction	YES	YES
QA Induction	YES	YES
LEVEL 3 EMPLOYEE		
All Level 1 and 2 Duties	YES	YES
Basic Keyboard & Computer Skills	YES	YES
Receipt Goods on Computer	YES	
Input Stock Transfers	YES	
Pallet Repair Relief	YES	
Dry Mix Plant Relief	YES	
Order Raw Materials		YES
Record Production Figures		YES
Front Line Maintenance		YES
Front-End Loader Licence		YES
Identify Plant Problems		YES
Assist With Repairs to Plant		YES
LEVEL 4 EMPLOYEES		
All Level 1, 2 and 3 Duties	YES	YES
Checking Trucks	YES	
Supervision	YES	YES
Liaise With Transport Companies	YES	
Organise Paperwork	YES	
Inventory Control	YES	YES
O.H. & S. Training Course	YES	YES
QA Internal Auditing Course	YES	YES
Liaise With Contractors		YES
Production Output		YES
LEVEL 5 EMPLOYEES		
All Level 1, 2, 3, and 4 Duties	YES	YES
Assist in Training	YES	YES
TAFE or Further Education	YES	YES
Quality Control	YES	

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OCCUPATIONAL HEALTH AND SAFETY POLICY

1. Melcann Limited is committed to achieving a safe work environment and every manager and employee of the company has an important responsibility to see that work is carried out with due regard to health and safety.
2. The company recognises its responsibilities under the Occupational Health and Safety Legislation to ensure that all reasonable and practical measures are taken care for the health and safety of all persons employed at any workplace of the company during the course of their employment.
3. Regulations and Codes of Practice, including its responsibility to:
 - (a) provide and maintain plant and equipment in a practical and safe working condition;
 - (b) provide and maintain a safe system of work which minimises any risk to the health of employees;
 - (c) arrange a safe use, handling, storage and transport of articles and substances so there is a minimum risk to the health of employees;
 - (d) train and educate employees to work safely and to minimise risks to health;
 - (e) provide, in and around the workplace, safe access to, and means of exit from, the workplace;
 - (f) provide, so far as is practicable, a safe working environment, with adequate facilities and arrangements for the welfare of employees;
 - (g) appoint, where necessary, a Safety Supervisor, whose duties are prescribed by law;
 - (h) provide proper medical, health and first-aid services, as required by regulation and codes of practice;
 - (i) keep proper control of noise levels, of any chemicals, fumes and any other hazardous materials, as required by law;
 - (j) investigate the circumstances of any accidents which may occur; examine the cause of such accidents; and consider and adopt methods of preventing recurrences;
 - (k) take measures to minimise the risks, and harmful effects, of fires and explosions;



- (l) consult with the elected health and safety representatives and the development, maintenance and continuing review of safety measures in force, in or on the workplace.
4. The company shall also endeavour to make every employee aware of their responsibilities and obligations. These responsibilities and obligations include:
- (a) to take reasonable care for the health and safety of themselves and for the health and safety of other employees, and of any other persons who may be affected by their acts or omissions in or about the workplace;
 - (b) to assist management to discharge its safety duties;
 - (c) to work safely, and in so doing, avoid any risks;
 - (d) to keep the workplace tidy;

In particular, employees must remember:

- (i) to inform the supervisor if potential risks are noticed or if improvements to health and safety are possible;
- (ii) to use the protective equipment provided for their protection;
- (iii) not to remove or otherwise interfere with any guard unless it is part of one's duty to do so in the course of maintenance or repair;
- (iv) to ask for supervisor guidance, follow any instructions given and ensure that the job can be done safely.

The primary responsibility for prevention of accidents or risks to health rests with the company's management. Under Occupational, Health and Safety Regulations, employees are expected to play their part by avoiding hazards and acting safely at all times.

BARRY BUCHANAN
N.S.W. Manager

GEORGE MAKAROFF
Chairman O.H. & S. Committee



1 April 1997

DRUGS AND ALCOHOL POLICY

INTRODUCTION

Melcann Limited provides a work environment which aims to ensure the health, safety, respect, and productivity of all employees. The use of drugs and alcohol may impair an individual's capacity to perform their job safely, efficiently and with the respect for work colleagues and customers.

The use of such substances may result in the risk of injury or a threat to the well-being of the impaired employee, other employees, customers or any other parties. Melcann Limited will adopt a preventative and rehabilitative approach and genuinely assist and support workers who have an alcohol or drug-related problem. This assistance will take the form of guidance, time off work, if necessary, to attend rehabilitation programs, counselling assistance programs and education.

Employee Assistance Programs have been developed and are continually reviewed to cover the issues of alcohol, drugs and various other personal problems.

POLICY

The policy is that no employee is to commence work, or to work while under the influence of alcohol or drugs. The purpose of this policy is to maintain a safe working environment free from the effects of the use of alcohol and drugs.

COMPANY VEHICLES

Company vehicles are not to be driven by anyone under the influence of alcohol or drugs. Melcann Limited will accept no liability for any damage to a company vehicle, injury to any person, or damage to any third party, incurred while the driver of the Melcann Limited vehicle is in breach of this policy or of the law. All liabilities shall rest with driver concerned.

PRESCRIPTION DRUGS

If you take prescription drugs, please check with the doctor to establish if the use of the drug will impact on work performance or the ability to work in a safe manner. If so, please obtain this advice in writing and provide this to your manager.

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COUNSELLING AND DISCIPLINARY PROCEDURES

Step 1 - Assistance & Guidance:

Employees will be interviewed, with a relevant representative if requested, and advised of the incident leading to this interview. The employee will be counselled as to the effect alcohol or drugs has in the workplace and that their position may be in jeopardy should preventative action not be taken.

The employee will also be advised that Melcann Limited will provide assistance and support to help them overcome their problem as per the Employee Assistance Program.

A review of the employee's progress will be made after three (3) months.

Step 2 - Final Warning:

The employee will be made aware that this is the final warning Melcann Limited will give regarding this problem and that a further incident may lead to dismissal. The employee will be given a formal offer of assistance through professional counselling and rehabilitation programs which may include time off work. Consideration will be given to those employees genuinely seeking assistance for their problem, i.e. involved in a rehabilitation program.

All details of their performance and the impact on a safe working environment will be stated.

The employee's position will be reviewed in six (6) months.

Step 3 - Dismissal:

Should assistance, counselling and final warning prove to be ineffective, there will be no alternative but to dismiss the employee.

Should this action become necessary, it should involve, when possible, the State Manager, Department Manager, Supervisor and Union Delegate with the following procedure being observed:

- (i) All parties should satisfy themselves that all steps have been taken to rehabilitate the employee;
- (ii) The reason for the dismissal is restated to the employee with referrals for future counselling and rehabilitation programs that the employee may wish to ensue following their termination.

BARRY BUCHANAN
N.S.W. Manager

GEORGE MAKAROFF
Chairman O.H. & S.
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