

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/285

TITLE: **Reckitt Benckiser (Wetherill Park) Enterprise Agreement
2005-2006**

I.R.C. NO: IRC5/4242

DATE APPROVED/COMMENCEMENT: 25 August 2005 / 25 August 2005

TERM: 18

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 21 October 2005

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Reckitt Benckiser (Wetherill Park) Pty Ltd, located at 27-33 Frank Street, Wetherill Park NSW 2164, who fall within the coverage of the Soap and Candle Makers (State) Consolidated Award.

PARTIES: Reckitt Benckiser (Wetherill Park) Pty Ltd -&- The Australian Workers' Union, New South Wales

RECKITT BENCKISER (WETHERILL PARK) ENTERPRISE AGREEMENT 2005-2006

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APPENDIX

1. Title

This Agreement shall be known as the Reckitt Benckiser (Wetherill Park) Enterprise Agreement 2005-2006 (The "Agreement").

2. Parties and Persons Bound to this Agreement

- i) Reckitt Benckiser (Wetherill Park) Pty Ltd [A.C.N. 000 041 305]. (Known as the "Company").
- ii) The Australian Workers' Union, Greater New South Wales Branch (the "AWU");

And

- iii) The employees employed by the company to work at its premises located at 27-33 Frank Street Wetherill Park whose employment would be regulated by the Candle and Soap Makers N.S.W. state award (the "Award").

3. Geographical Application

This Agreement applies at the company premises located at 27-33 Frank Street, Wetherill Park in New South Wales.

4. Terms of the Agreement

This Agreement comes into operation on the date of the approval by the Industrial Relations Commission and remains in force until 1/2/2007.

5. Inconsistency Between the Award and This Agreement

To the extent that there is any inconsistency between the agreement and the Award then the terms of this agreement will prevail.

Where the agreement is silent then the conditions of the parent Award, namely the Soap and Candle Makers (State) Consolidated Award, shall apply.

The intent of this Agreement is to replace all previous Agreements.

6. Renegotiation

The parties to this agreement agree to commence negotiations for a new agreement no later than 3 months prior to the expiry of this agreement

7. Definitions

"Adult employee" means an employee of an age of 18 years or more.

"Casual employee" means an employee engaged on an hourly basis on work of a temporary or short-term nature or in substitution for regular employees absent or on leave. The minimum rate to be paid to adult casual employees shall be 15% in addition to the hourly equivalent of their respective rate as classified with a minimum of 4 hours.

"Part-time employee" means an employee engaged on a weekly basis for a regular number of hours each week, less than 38.

8. Engagement

Employees may be engaged as weekly employees or casual employees or part-time employees and are to be advised of their class of engagement at the time of employment.

i. Weekly

Employees engaged on a weekly basis may be terminated or may terminate their employment by one week's notice given at anytime during the week or the payment or forfeiture, as the case may be, of one week's ordinary wages.

ii. Part-time

a. Employees engaged on a part-time basis maybe terminated or may terminate their employment by one week's notice given at any time during the week or the payment or forfeiture, as the case may be, of the one week's ordinary wages.

b. The weekly wages shall be worked at the same time and on the same days of the week, and all time worked outside of these hours shall be paid overtime. The employer has the right to vary these hours on one week's notice.

- c. Such an employee for working ordinary time shall be paid per hour on thirty eighth of the weekly rate as prescribed by this agreement.

iii. Casual

- a. Employees engaged on an hourly basis may be terminated or may terminate their employment by one hour's notice given at any time during the day or the payment or forfeiture, as the case may be, of one hour's ordinary wages.
- b. An employee shall only be engaged on a casual basis, where one of the following circumstances exists:
 - 1. Where a regular position is available, an employee may be engaged as a casual for a probation period of 2 weeks.
 - 2. Where an employee is engaged on a temporary basis to perform irregular occurring work or to relieve regular employees while on leave or absences of any nature.
 - 3. Where in special circumstances at the discretion of the employer (following consultation with the union delegates) contract casuals are required to fill peaks in demand or other special circumstances.

iv. Dismissal

Notwithstanding the respective notices of termination of this clause, the employer shall have the right to instantly dismiss the employee for misconduct or refusal of duty, in which case wages shall only be paid up to the time of dismissal, at the wage rate then applying.

v. Mutual Agreement

Nothing in this clause shall prevent a mutual agreement being reached between any employee and the employer for the required period of notice to be waived or reduced.

9. Rates of Pay

- i. The adult rates of pay for the prescribed classifications are the total wage rates prescribed covering the work, conditions and disabilities associated with the operations and are contained in Appendix 1. The total wage rates are paid for all purposes of the agreement. Allowances are also contained in Appendix 1.

Employees in receipt of remuneration greater than their classification at the time of signing this agreement will continue to receive those amounts as long as they are employed by the employer.

- ii. There are no restrictions on work comprehended by this agreement being performed by any employee under this agreement, if requested any employee will subject to appropriate qualification perform any job covered by this agreement.

10. Hours of Work

- i. The ordinary hours of work shall be an average of 38 hours per week, to be worked in 5 days of not more than 8 hours per day, Monday to Friday inclusive.
- ii. Ordinary hours shall be worked between 7:00am and 5:00pm.
- iii. Work times

The daily starting and finishing times of day work shall be fixed by the employer and shall not be altered except on notice. The hours of work shall be 7:00am to 3:23pm.

iv. Work time changes

Nothing in this clause shall prevent altered work times where flexibility is required and mutual arrangements can be agreed, also where operational changes occur which require altered hours of work.

11. Overtime

- i. All overtime worked in excess of the ordinary hours of work, Monday to Friday, shall be paid at the rate of time and a half for the first 2 hours and double time thereafter, calculated on a daily basis. Time worked before and after the set ordinary hours of work, is overtime.
- ii. The employer may require any employee to work reasonable overtime and the employee shall work in accordance with such requirement.
- iii. Provided that no employee (other than a casual employee) shall be required to commence work on the day following completion of the previous days overtime, without having had at least 10 hours break.

Any employee so required shall be paid double time for all time worked until such employee has completed a 10 hour break.

An employee (other than a casual) who works so much overtime between the termination of his ordinary work on one day and the commencement of ordinary work on the next day so that the employee has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If in the instructions of the employer such an employee resume or continues work without having had such 10 consecutive hours off duty shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. The provisions of this subclause shall apply in the case of shift workers as if 8 hours are substituted for 10 hours when overtime is worked.

- iv. If an employee is required to work overtime for more than one hour but not more than 2 hours then the employee will be allowed a 10 minute paid break before commencement of overtime.
- v. If an employee is required to work more than 2 hours overtime then the employee will be allowed a 20 minute paid meal break before the commencement of overtime.

12. Saturday Work

- i. All time worked on a Saturday until noon shall be paid at time and a half for the first 2 hours and double time thereafter, and afternoon, at double time.
- ii. Minimum payment for 4 hours shall apply.

13. Sunday Work

- i. All time worked on a Sunday shall be at double time.
- ii. Minimum payment for 4 hours shall apply.

14. Public Holidays

- i. All time worked on a public holiday shall be paid at double time and a half.
- ii. Minimum payment for 4 hours shall apply.

15. Meal Breaks

Meal breaks during ordinary hours shall be of a minimum duration of 35 minutes and shall not be in excess of one hour between the hours of 12:00pm and 1:30pm. The times of meal breaks shall be specified by the employer and advise to employees and may be staggered to provide for continuous operation and shall not be altered except on one week's notice. Provided that no employee shall be required to work for more than 5 and a half hours without a break for a meal. Meal breaks in overtime shall be of 20 minutes duration.

16. Meal Allowance

- i. Any employee required to work overtime for any period in excess of one hour after or before the usual ceasing time either shall be supplied with a meal by the employer or shall be paid the sum specified in Appendix 1 and if required to work in excess of 4 hours overtime either shall be supplied with a further meal or shall be paid the sum specified in Appendix 1.
- ii. This clause shall not apply when an employee has been notified the previous day that they will be required to work overtime.
- iii. If such an employee is notified on the previous day that they will be required to work overtime and by reason of such notice has provided the employee with a meal and such overtime is cancelled the employee shall be allowed the sum specified in Appendix 1.

17. Morning Tea

Each employee shall be allowed a 15 minute morning tea break at such times and in such manner as shall not interfere with the continuous running of the operation.

18. Meal Break Provisions

Tea, coffee, milk, sugar and boiling water shall be provided free of charge by the employer to all employees during meal breaks, also morning tea breaks.

19. Mixed Functions

- i. The employer may require an employee to temporarily perform work other than for which the employee was engaged, or to perform work other than which is usually performed under this agreement.
- ii. Where an employee is required to perform work which is classified at a higher rate, the employee shall be paid for the whole or the time period on such work.

Provided that the employee shall be paid for the whole of a day if the employee works on the higher classification for 2 hours or more, or for the whole of the week if such higher classification work is performed over 10 ordinary hours in any pay week.

- iii. An employee shall not suffer any reduction in wage rate where the employee performs work on a lower classification wage rate.

20. Public Holidays

- i. Any employee engaged on a weekly basis shall be entitled, without loss of wages, to the following public holidays:

New Year's Day

Australia Day

Good Friday

Easter Monday

Easter Saturday

Anzac Day

Queen's Birthday

Eight-Hour Day

Christmas Day

Boxing Day

Picnic Day

And all other days gazetted by public holidays for the State of New South Wales.

- ii. The picnic day shall be taken annually on a day determined by mutual agreement at least one month before the first Monday in March between the employer and the employees. If there is no agreement it will be taken on the first Monday in March.

An employee who is absent the working day preceding or following a public holiday or a picnic day will be required to present proof by way of a doctor's certificate or statutory declaration that the employee was unable to attend for work on the day in question.

21. Annual Leave

- i. See *Annual Holidays Act 1944*
- ii. In addition to the entitlement accruing under subclause 21i of this clause, during a period of annual leave an employee shall receive a 25% loading calculated on the rate of wage prescribed by clause 9, Rates of Pay, of this agreement.

22. Dispute Settlement Procedure

Subject to the *Industrial Relations Act 1996* any grievance, dispute or claim arising out of a matter relating to this agreement shall be dealt with in the following manner:

- i. Should any matter arise which gives cause for concern to an employee, the employee shall, if possible, raise such matter with his immediate supervisor.
- ii. If the matter remains unresolved by the end of the shift, it shall be referred to the union delegate who shall consult with the appropriate representative of the management.
- iii. If the matter remains unresolved within 24 hours, it shall be referred to the secretary of the union (or his representative). The official shall discuss it with a senior representative of the employer.
- iv. If the matter remains unresolved, it shall be submitted to the NSW Industrial Commission for resolution.
- v. While the above procedure is being followed, work shall continue normally as prior to commencement of dispute in accordance with this agreement.
- vi. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- vii. The parties shall, at all times, confer in good faith without undue delay.

- viii. During the discussions, the "status quo" shall remain and work shall proceed without stoppage or the imposition of any ban, limitation or restriction. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- ix. If a dispute arises as to safety, subclause 22i to 22viii do not apply, the unsafe area of work practice is immediately isolated and the occupational health and safety committee shall meet as soon as practicable to determine a solution. During the discussions there shall be no ban, limitation or restriction of any other area.

23. Rostered Days Off

The employees have agreed to work to an additional 23 minutes per day and in return receive one rostered day off per calendar month. The employer shall publish at least every 6 months a roster notifying the employees of the rostered days off. The employer may alter such roster day with at least one month's notice or by mutual agreement with individual employees.

24. Sick Leave

An employee who after not less than 3 months' continuous in current employment is unable to attend for duty during ordinary working hours by reason for personal illness or personal incapacity (including incapacity resulting from injury within the *Workers' Compensation Act 1944*, as amended) not due to their own serious or wilful misconduct, shall be entitled to be paid at ordinary time rate of pay for the time of such non-attendance subject to the following:

- i. The employer shall, within 24 hours of commencement of such absence, inform the employer the nature of the injury or illness and the estimated duration of the absence.
- ii. The employee shall prove to the satisfaction of the employer, by the production of a medical certificate or other satisfactory evidence, that the employee was unable, on account of such illness or injury, to attend for duty in the day or days for which sick leave is claimed.
- iii. Subject to paragraph iv, v and vi of this clause, an employee shall be entitled to the following sick leave:
 - a. An employee in the first year of service shall be entitled to 5 days' sick leave.
 - b. An employee in the second year of service and thereafter shall be entitled to 10 days sick leave per year.
- iv. The rights under this clause shall accumulate from year to year so long as the employment continues with the employer so that any part of the sick leave entitlement which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions described by this clause in a subsequent year of continued employment.

Any rights which accumulate pursuant to this sub-clause shall be available to the employee for an unlimited period.

- v. When an employee has completed 3 months continuous service, that employee shall be entitled retrospectively to sick leave taken in accordance with this clause during that 3 months' continuous service.
- vi. On termination of employment, any sick leave accrued in accordance with this clause from 1st June 1990 which remains untaken shall be paid out to the employee at the wage rate appearing in Appendix 1.

25. Bereavement Leave

- i. An employee on weekly hiring shall be entitled to a maximum of 2 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, stepchild or parents-in-law.

- ii. Provided further, an employee on weekly hiring shall be entitled to a maximum 2 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 sick employee travels outside of Australia to attend the funeral.
- iii. The right to such paid leave shall be dependent on compliance with the following conditions:
 - a. The employee shall give the employer notice of their intention to take such leave as soon as reasonable practicable after the death of sick relation.
 - b. Satisfactory evidence of such a death shall be furnished by the employee to his employer if required.
 - c. The employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of leave entitlement under this agreement or otherwise.
- iv. For the purpose of this clause the words "husband" or "wife" shall include a person who was living with the employee as a de facto husband or wife immediately prior to the death of the person.

26. Jury Service

An employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

27. Redundancy

The following provisions shall apply to employees made redundant following full consultation with the appropriate union.

- i. 4 weeks payment in lieu of notice.
- ii. 4 weeks pay for each completed year of service and pro-rata payment for part years worked after the first year.
- iii. Payment of outstanding annual leave plus annual leave loading on such entitlement.
- iv. Payment of pro-rata long service leave after 2 years unused.
- v. Sick leave accumulated prior to 15th May 2000 will be paid out. Sick leave accumulated post 15th May 2000 will not be paid out.
- vi. Should an employee elect to transfer to West Ryde, they will be covered by special transition arrangements. These are:
 - a. An employee transferring to a vacancy at the West Ryde site will be subject to a three month probation period. If termination is initiated by the Company during the probationary period (through no fault of the employee), the employee will receive the severance payments as they would have applied to the previous work classification; and,
 - b. An employee who after transferring to the vacancy and within a period of 3 months, experiences difficulty attending work or in performing the work, the employee will be able to elect to terminate his/her employment. The employee will receive the severance payment benefits as they would have applied to them at the Wetherill Park site.

28. No AWA's

The parties agree that no employee, including apprentices and trainees, shall be employed other than under the terms of this agreement and a workplace certified agreement. To avoid doubt, this means that no employee covered by this agreement shall be offered an Australian Workplace Agreement.

29. Duress

This agreement was not entered into under any form of duress upon any of the parties.

30. Superannuation

Superannuation is payable in accordance with Clause 34 of the Soap and Candle makers (State) Award.

31. Signatories

The undersigned parties approved the terms contained in this Agreement and agree that it gives effect to the agreement reached between them.

I am the Regional Supply Director of Reckitt Benckiser (Wetherill Park) and am authorised to approve the terms contained within this Agreement on the Company's behalf and have approved those terms.

For Reckitt Benckiser (Wetherill Park) Pty Ltd

Date

I am an officer of the Australian Workers Union, New South Wales Branch, and am authorised to approve the terms contained within the Agreement on its behalf and have approved those terms.

Signature

Name

Date

APPENDIX 1

Classification	Rates of Pay Per Week Effective 1/2/05 (increase of \$30per week)	Rates of Pay Per Week Effective 1/2/06 (increase of \$22 per week)
Process Worker	\$637.80	\$659.80
Batch maker (Powder)	\$684.15	\$706.15
Batch maker (Liquid & Powder)	\$714.40	\$736.40
Forklift/Storeperson	\$660.30	\$682.30

The rate of pay for juniors shall be:

At 17 years and under	75% of adult rate
At 18 years of age	100%

And calculated to the nearest 5 cents, and broken part of 5 cents.

i. Leading Hands

A Leading Hand appointed in charge of other employees shall be paid the following amounts in addition to the rate prescribed in sub-clause (i):

In charge of 3 to 6 employees	\$20.20
In charge of 7 to 10 employees	\$25.50
In charge of 11 to 15 employees	\$30.15
In charge of more than 15 employees	\$37.35

ii. Employees engaged in confined space cleaning pits, tanks, vats and/or stumps and/or evaporator tubes shall be paid 78 cents per hour in addition to the ordinary rates.

iii. Employees required to empty bags of soda ash by hand shall be paid 77 cents per hour in addition to their ordinary rates whilst on such work.

iv. Meal allowance is \$8.80.