

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA97/140**

**TITLE: James Hardie Building Systems Pty Limited Camellia Portable Building Hire Yard Enterprise Agreement 1997**

**I.R.C. NO: 97 | 2171**

**DATE APPROVED/COMMENCEMENT: 13 May 1997 and commenced from the first pay period on or after 13 May 1997**

**TERM: Expires 1 September 1999**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 30**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: To apply to all employees within the scope of the Joiners (State) Award 1993**

**PARTIES: James Hardie Building Systems Pty Limited -&- Construction, Forestry, Mining and Energy Union (New South Wales Branch)**





**James Hardie  
Building Systems**

Registered  
Enterprise Agreement  
Industrial Registrar

**JAMES HARDIE BUILDING SYSTEMS  
PTY LIMITED (NSW)  
CAMELLIA PORTABLE BUILDING HIRE YARD**

**CERTIFIED AGREEMENT 1997**

**1. TITLE:**

This agreement shall be known as the James Hardie Building Systems Pty Limited Camellia Portable Building Hire Yard Certified Agreement 1997.

**2. ARRANGEMENT:**

1. Title
2. Arrangement
3. Application
4. Duration
5. Relationship with Award
6. Objectives
7. Means of Meeting Objectives
8. Wages:
  - Appendix 1 - Wages Schedule
  - Appendix 2 - Broad Banded Skill Based Classification (based on award)
9. Payment of Wages
10. No Extra Claims
11. Superannuation
12. Redundancy / Retrenchment
13. Clothing
14. Use of Temporary Labour
15. Subcontract Companies
16. RDO Flexibilities
17. Consultative Mechanisms
18. Dispute Settlement Procedure
19. Family Leave
20. Environmental Health & Safety
21. Drugs & Alcohol
  - Appendix 3 - James Hardie Drugs & Alcohol Policy (Draft)
22. Rehabilitation
23. Affirmative Action and Anti Discrimination
24. Picnic Day
25. Signatories



**3. APPLICATION**

This Agreement shall apply to James Hardie Building Systems Camellia Portable Building Hire Yard in respect of all employees employed on work within the scope of the NSW Joiners (State) Award (JSA).

The Parties to this Agreement are:

**James Hardie Building Systems Pty Limited (NSW) (JHBS)**

and the

**Construction, Forestry, Mining & Energy Union (Construction & General Division) (CFMEU)**

and all employees engaged on work within the scope of the NSW Joiners (State) award of the

**James Hardie Building Systems Camellia Portable Building Hire Yard.**



**4. DURATION**

This Agreement shall operate from the beginning of the first pay period to commence on or after the Date of Ratification and shall remain in effect until 1 September 1999.

**5. RELATIONSHIP WITH AWARD**

This Agreement shall be read and is to be interpreted in conjunction with the Joiners (State) Award. Provided that where there is any inconsistency, this agreement shall take precedence to the extent of the inconsistency.

This Agreement applies to apprentices and where the terms of this Agreement are silent the provisions of the appropriate Award shall continue to apply.

## 6. OBJECTIVES

The Objectives of this Agreement are to:

- (i) Contribute to the creation of a secure future for the Company and its Employees by:
  - a. Increasing the efficiency and performance of the Company by the effective utilisation of the skills and commitment of the Employees, thereby maximising the flexibility of the workforce and reducing lost time.
  - b. Enhancing a Company culture which fosters all Employees endeavouring to meet business requirements and ensures client satisfaction.
- (ii) Improve the job security/continuity of employment of employees and the opportunity for advancement to a higher classification level by ongoing training and skills improvement, as appropriate.
- (iii) Improve the living standard and job satisfaction of Employees.
- (iv) Maintain a safe working environment. All parties are committed to the safe operation of plant and equipment, to the observance of safe working practices, the correct and proper use of all protective equipment, to the safety and good health of all employees and to the provision of a safe and healthy workplace.
- (v) Build upon the good communication within the Company to enhance the teamwork, trust and shared commitment to the well being of the Company and its competitiveness within the Industry.



## 7. MEANS OF MEETING OBJECTIVES

### a. Client Satisfaction

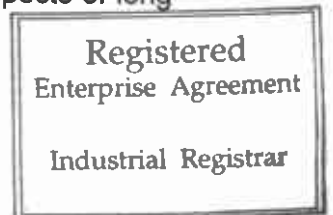
The Parties to this Agreement acknowledge that high client satisfaction leading to good client relationships is important to the survival, success and growth of James Hardie Building Systems and therefore its ability to offer continuity of employment to Employees, therefore;

All Parties recognise and are committed to completing work commitments on time within budgets and to a high standard to ensure the long term viability of the Company and thereby the prospects of long term employment of Employees.

### b. Quality Assurance

The Parties to this Agreement are committed to:

- The implementation and maintenance of the James Hardie Building Systems Quality Assurance System;
- Completing work on time and satisfying the Clients Quality requirements and specifications;
- Eliminating defects and unnecessary rectification, short orders and service call outs;
- The minimisation of waste and scrap material;
- The principal of continuous improvement process and participation in workplace quality, improvement teams and improvement process ideas.



## 8. WAGES

Wage increases and skill based classification applicable under this agreement are as per Appendix 1 and Appendix 2.

Wage increases under this agreement are as follows upon :



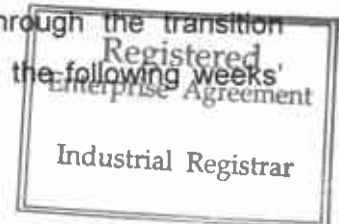
- a. Ratification of agreement ..... 7.5%
  - 1st March 1998 ..... 2.5%
  - 1st March 1999 ..... 2.5%
  
- b. Subject to achievement of productivity improvements and improvements to environmental health and safety and housekeeping. A further 1.5% increase effective 1st September 1997 subject to the following conditions:
  - (i) A minimum of two (2) months incident free compliance with all Environment, Health and Safety requirements, particularly with personal protection (eye, ear and dust) and the safe use of electrical leads and equipment.
  
  - (ii) A minimum of two (2) months compliance for every employee to maintain the whole work preparation and maintenance areas in accordance with an agreed "housekeeping standard".
  
  - (iii) The Safety Consultative Committee will monitor and keep reports from random audits conducted by the Safety Consultative Committee, the Hire Fleet Manager and the QA/EH&S Manager. These will be reported on at each monthly meeting and will be binding on the parties as the minimum criteria for this additional payment.
  
  - (iv) A minimum of four (4) reviews will need to achieve a pass standard during a two (2) month period as assessed by the above in order for this additional payment to be made.

**9. PAYMENT OF WAGES**

The Parties to this Agreement agree that there will be a change from a weekly pay period to a fortnightly pay period. This will continue to be paid by means of Electronic Funds Transfer into a bank account designated by the employee.

On written request from at least 3 employees, deductions for Union fees may be made direct from the payroll and forwarded to the Union.

The parties recognise that prior notice and consultation including assistance with budgetary planning for Employees will form an important part of the implementation. Existing employees will be assisted through the transition period of two weeks where required with an advance on the following weeks' pay where necessary.



**10. NO EXTRA CLAIMS**

It is a Term of this Agreement that the Union and each of the Employees bound by this Agreement will not pursue any extra claims for the Duration of this Agreement.

**11. SUPERANNUATION**

The parties agree that :

- Employees currently members of C+BUSS can remain in the fund or transfer to James Hardie Securiplan by agreement.
- Employees currently members of James Hardie Securiplan and any new employees will remain or become members of James Hardie Securiplan.
- The Company will comply with any future change in superannuation legislation which addresses choice of fund membership.



## 12. REDUNDANCY / RETRENCHMENT

The Company recognises NSW state legislation in conjunction with the Joiner's State Award as covering redundancy payment for employees covered by this agreement. Any decision regarding selection of employees will be made considering a range of factors including, but not restricted to, length of service, the skills and efficiency of workers, the required skills available within the existing workforce and changes in the operational direction of the business.

## 13. CLOTHING

Permanent full time employees will become eligible for the following clothing issue after 4 weeks employment with the Company :

- (i) One (1) bluey jacket only, with a maximum of one (1) every two years, replacement based on fair wear and tear basis, provided that it is produced to the Company as proof of required replacement.
- (ii) Initial issue : Five (5) sets of shirts; three (3) sets of shorts or trousers or overalls or bib and brace; or any combination of the above. Sets will be replaced on a fair wear and tear basis after a minimum of twelve (12) months.
- (iii) Safety boots: will be provided on commencement of employment and replaced on fair wear and tear basis, provided they can be produced to the Company as proof of required replacement.

## 14. USE OF TEMPORARY LABOUR

The Parties to this Agreement agree that the Company can use temporary labour at its discretion to meet peak demands or provide relief for employees engaged in other activities (eg Worker's Compensation, training sessions, annual leave). Temporary labour includes casuals and bona fide labour hire agency employees whose minimum wage rates will be as provided in this document. It is not the intention of this Clause to result in the reduction of our core labour team.



## 15. SUBCONTRACT COMPANIES

The Parties agree that when necessary to meet peak and specialist trade work requirements additional labour resources are able to be sourced from registered Pty Ltd subcontract fixing companies, partnerships or specialist trade contracting companies. It is not the intention of this clause to result in the reduction of our core labour team.

## 16. RDO FLEXIBILITES

It is a term of this Agreement that the Company will be able to utilise increased flexibility on Rostered Days Off, (RDO'S). Employees with the agreement of their supervisors may take their RDO on or before or after the designated industry RDO. Where an employee elects they may accumulate RDO's to a maximum of five (5) RDO's in a 12 month period. A request must be made with reasonable notice (seven (7) days or by mutual agreement each way) and agreement obtained from the employee's supervisor to accumulate or take banked RDO's. Agreement will be subject to operational requirements but will not be unreasonably withheld. At the end of a twelve (12) month period, RDO's in excess of 5 may have to be taken.



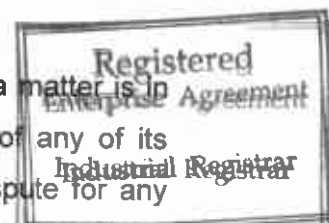
## 17. CONSULTATIVE MECHANISM

The Parties to this Agreement recognise that:

- a. The existing Workplace Mechanisms whereby the Company and its Employees consult and inform each other about Enterprise issues have led to the drawing up of this Agreement;
- b. These Mechanisms will continue to be used to implement this Agreement and assess and monitor the progress in achieving the objectives of this Agreement.

## 18. DISPUTE SETTLEMENT PROCEDURE

- a. This Agreement embodies a commitment as a condition of this Agreement from both unions and employees to the avoidance of industrial action or work stoppages while the dispute procedures are being followed. The parties agree to follow these procedures without exception. These procedures provide for the settlement of disputes by means firstly of mediation and conciliation, and where necessary by arbitration.
- b. The union parties to this Agreement undertake that when a matter is in dispute between the union, or unions and the employer of any of its members or a matter arises which is likely to cause a dispute for any reason whatsoever, the procedures contained in this clause shall be followed without exception.
- c. Where any matter is in dispute, the following principles and procedures will apply :
- (i) Disputes on any work related or industrial matter will be dealt with as close to the source as possible.
  - (ii) If the issue remains unresolved the employee or their representative may then submit the issue to the appropriate senior management person.
  - (iii) If the issue remains unresolved the relevant employee representative may have direct discussion with the appropriate senior management person.
  - (iv) Should the matter remain unresolved after the direct discussions between the representative and management, there shall be a 48 hour cooling off period.
  - (v) After the cooling off period, discussions will resume with the appropriate company and union representative in attendance.
  - (vi) Should these negotiations fail then the matter should be referred to the Australian Industrial Relations Commission for hearing and resolution.
  - (vii) Whilst the above procedures are being followed, work shall continue normally.



- (viii) Environment, Health and Safety issues should be dealt with immediately in accordance with EH&S Policy and relevant legislation and in accordance with the principles and procedures above.
- (ix) Each party must ensure each step of the above procedure is followed within a reasonable time frame.

## **19. FAMILY LEAVE**

The parties recognise the importance of the family and will abide by the relevant legislation in regard to Family Leave and employee obligations in respect of notification and medical certificate requirements.

## **20. ENVIRONMENT, HEALTH & SAFETY**

The parties to this Agreement are committed to ensuring that a safe and healthy working environment is maintained and to Safety Committee and First Aid training in the workplace to comply with WorkCover regulations. This will be achieved through consultation, agreed minimum standards, training and the adherence to appropriate Legislative requirements, the James Hardie Environment, Health & Safety Manual and agreed Codes of Practice.

## **21. DRUGS & ALCOHOL**

Any incidents concerning drugs and/or alcohol shall be dealt with in accordance with the James Hardie policy. (A copy of the current draft James Hardie policy document is attached in Appendix 3 for information.)

## **22. REHABILITATION**

The Parties agree to abide by the James Hardie Building Systems, NSW Regional Workplace Rehabilitation Policy.



**23. AFFIRMATIVE ACTION AND ANTI DISCRIMINATION**

The parties commit to support the Affirmative Action & Anti discrimination policies as appropriate in the workplace.

**24. PICNIC DAY**

The Parties agree to recognise the Industry Picnic Day as the 1st Monday of December. The Company is committed to the provision of the Joiner's State Award regarding picnic day.



25. SIGNATORIES

The James Hardie Building Systems Pty Limited (NSW)  
Camellia Portable Building Hire Yard  
Certified Agreement:

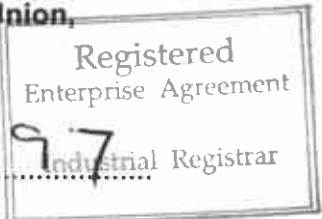
For and on behalf of James Hardie Building Systems Pty Limited (NSW) Camellia  
Portable Building Hire Yard

Signed by BK McBride Date 27-3-97

Witness for the Company Wason Date 27-3-97

For and on behalf of The Construction, Forestry, Mining and Energy Union,  
Construction and General Division (CFMEU)

Signed by L. Balf Date 7-4-97



Witness for the CFMEU L. Flaherty Date 7/4/97

James Hardie Building Systems Pty Limited (NSW) Camellia Portable Building  
Hire Yard employees party to this agreement :

Signed [Signature]

Signed [Signature]

Signed R.E. Davis

Signed [Signature]

Signed [Signature]

Signed [Signature]

Signed [Signature]

Signed .....

## APPENDIX 1

### WAGE SCHEDULE JAMES HARDIE BUILDING SYSTEMS PTY LIMITED CAMELLIA PORTABLE BUILDING HIRE YARD

*(Increase effective from first full pay period on or after dates listed)*

Classification	Group	Award Base	Effective From Date of Agreement 7.5%	EH & S House-keeping Component 1.9.97 1.5% Subject to Clause 8	Effective from 1.3.98 2.5%	Effective from 1.3.99 2.5%
Carpenter	6	496.65	533.90	541.90	555.45	569.35
Joiner	5	475.75	511.45	519.10	532.10	545.40
Assembler A	4	431.30	463.65	470.60	482.35	494.40
Assembler B	3	405.10	435.45	442.00	453.05	464.40

Leading Hand / tool allowance as per award excluded from table above.



## APPENDIX : 2

### JSA

#### **BROADBANDED GROUP/LEVEL 2** **(Relativity to Broadbanded Group/Level 5 : 82%)**

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at level 1 and to the level of their skill and training.

1. perform work as directed;
2. exercise limited discretion and utilise basic fault finding skills in the course of their work;
3. work in a safe manner so as not to injure themselves or other employees;
4. understand and undertake basic quality control/assurance procedures subject to supervision;
5. whilst undertaking structured training perform work within the scope of that training subject to safety and training requirements.



Indicative of the tasks which an employee at this level may perform are the following;

- \* repetitive fixing of pre-made components or parts of any article in pre determined ways, using basic written, spoken and or diagrammatic instructions;
- \* repetition work on automatic, semi automatic or single purpose machines or equipment;
- \* uses selected hand tools and hand operated power tools;
- \* maintains simple records;
- \* manual handling skills;
- \* uses hand trolleys and pallet trucks;
- \* problem solving skills'

#### **BROADBANDED GROUP/LEVEL 3** **[Relativity to Broadbanded Group/Level 5 : 87.4%]**



An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at level 2 and to the level of their skill and training.

1. Perform work as directed;
2. exercise limited discretion and utilise basic fault finding skills in the course of their work;
3. work in a safe manner so as not to injure themselves or other employees;
- 4 understand and undertake basic quality control/assurance procedures subject to supervision;
5. perform routine duties which may involve the use of machinery or tools;
6. Whilst understanding structured training perform work within the scope of that training subject to safety and training requirements;



Indicative of the tasks which an employee at this level may perform are the following;

- \* produce standard components operating machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level 2;
- \* ability to interpret and follow standard procedures;
- \* operates flexibility between assembly stations;
- \* receiving, despatching, distributing, sorting, checking, packing, documenting and recording of goods, materials and components;
- \* basic inventory control in the context of a production process;
- \* basic keyboard skills;
- \* operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead crane and winch operations;
- \* ability to measure accurately;
- \* assists one or more tradespersons [i.e. level 5 and above]
- \* problem solving skills.

**BROADBANDED GROUP/LEVEL 4**  
**[Relativity to Broadbanded Group/Level 5 : 92.4%]**

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at level 3 and to the level of their skill and training.

1. perform work as directed;
2. exercise discretion and utilise basic fault finding in the course of their work;
3. work in safe manner so as not to injure themselves or other employees;
4. is responsible for the quality of their own work subject to limited supervision;
5. works from more complex standards and procedures;
6. whilst undertaking structured training perform work within the scope of that training subject to safety and training requirements;



Indicative of the tasks which an employee at this level may perform are the following:

- \* carries out tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions;
- \* operates materials handling equipment requiring a license or certificate;
- \* set up and operate and adjust machinery to produce more detailed components to exact specifications and standards;
- \* fix components or parts in pre-determined ways and is able to undertake simple rectification work to jobs in progress;
- \* provides assistance to other employees at this and other skill levels within their level of skill and training;
- \* any other tasks as directed in accordance with their level or skill of training;
- \* ability to complete simple clerical tasks;
- \* ability to select suitable methods for completing tasks and plan the order in which to complete them;

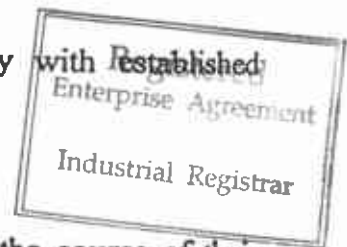
- \* keyboard skills at level higher than that of an employee at level 3;
- \* lubrication of production machinery equipment;
- \* problem solving skills.

**BROADBANDED GROUP/LEVEL 5**  
**[Relativity to Broadbanded Group/Level 5 : 100%]**

An employee to be classified at this level will hold a trade certificate. Tradesperson's Rights Certificate, or have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at level 4 and to the level of their skill and training.

1. understand and quality control techniques;
2. able to inspect products and/or materials for conformity operational standards;
3. exercise good interpersonal communication skills;
4. exercise discretion and utilise basic fault finding skills in the course of their work;
5. work in a safe manner so as not to injure themselves or other employees;
6. perform work under limited supervision either individual or in a team environment;
7. conducts training in conjunction with a skilled trainer as required;
8. whilst undertaking structured training perform work within the scope of that training subject to safety and training requirements.



Indicative of the tasks which an employee at this level may perform are the following:

- \* carries out tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions;
- \* select materials and operate machinery and/or equipment to produce articles in accordance with trade standards;
- \* identifies and initiates relevant action to obtain materials, tools and machinery requirements for a particular job;

- \* maintenance and use of hand held pneumatic, power and personal tools;
- \* understands and undertakes basic quality control/assistance procedures on the work of employees in lower classifications;
- \* assists in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
- \* exercises keyboard skills at a level higher than level 4;
- \* operates all lifting equipment incidental to his/her work;
- \* performs non trade tasks incidental to his/her work;
- \* performs work which, while primarily involving the trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- \* approves and passes first off samples and maintains quality of product;
- \* operates, sets up and adjusts all production machinery in a plant to the extent of his/her training;
- \* can perform a range of maintenance functions;
- \* understands and applies computer techniques as they relate to production process operations;
- \* high level of stores and inventory responsibility beyond the requirements of an employee at level 4;
- \* any other tasks as directed in accordance with their level of skill and training.

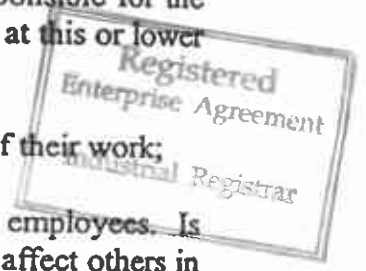


**BROADBANDED GROUP/LEVEL 6**  
**[Relativity to Broadbanded Group/Level 5 : 105%]**

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at level 5 and to the level of their skill and training:

1. perform work under general supervision either individually or within a team environment. Is able to examine, evaluate and develop solutions to problems within the scope of this level;
2. understand and implement quality control techniques and responsible for the quality of their work and is able to faults in the work of others at this or lower levels;
3. exercise discretion and utilise fault finding skills in the course of their work;
4. work in a safe manner so as not to injure themselves or other employees. Is able to identify hazards and unsafe work practices which may affect others in the team environment;
5. exercise good interpersonal skills.
6. provides guidance and assistance as part of a work team;
7. whilst undertaking structured perform work within the scope of that training subject to safety and training requirements.



Indicative of the task which an employee at this level may perform are the following:

- \* read, interpret and calculate information from production drawings, prints or plans;
- \* assists in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
- \* exercise trades and skills relevant to the requirements of the enterprise at a level higher than an employee at level 5;
- \* operates a wide range of complex machines or equipment in the workplace;
- \* ability to apply relevant legislation to work of self and others;
- \* any other tasks as directed in accordance with their level of skill and training.

**BROADBANDED GROUP/LEVEL 7**  
**[Relativity to Broadbanded Group/Level 5 : 110%]**

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at level 6 and to the level of their skill and training.

1. exercise the skills attained through satisfactory completion of the training and standard prescribed for this classification;
2. provide guidance and assistance as part of a work team;
3. assist in the provision of training in conjunction with supervisors and trainers;
4. understand and implements quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of other at this or lower levels;
5. work in a safe manner so as not to injure themselves or other employees. Is able to identify hazards and unsafe work practices which may affect others in the team;
6. exercise excellent interpersonal skills;
7. perform work under limited supervision either individually or in a team environment;
8. exercise discretion within their level of training;

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Indicative of the tasks which an employee at this level may perform are the following:

- \* exercises high precision trade skills using various materials and/or specialised techniques;
- \* perform operations on a CAD/CAM terminal in the performance of routine modifications.

**DRAFT**

**JAMES HARDIE INDUSTRIES LIMITED**

**ENVIRONMENT, HEALTH & SAFETY MANUAL**

Registered  
Enterprise Agreement  
Industrial Registrar

**HEALTH MODEL PROCEDURE**

**MP-OH-022, ISSUE A**

**DRUGS AND ALCOHOL**

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**DRAFT****1. GENERAL**

The Company recognises that the misuse of drugs and alcohol is a significant community problem with a potential impact upon the health and safety of company employees, the safety of the Company's operations, and the protection of the environment. It can also have significant negative impacts on operational and business decision making.

In accordance with the Company's commitment to safety, occupational health and the protection of the environment, minimum requirements for the management of alcohol and the misuse of drugs shall be adopted in all areas of the company's operations.

This procedures shall apply to all James Hardie employees.

**2. DEFINITIONS****Prohibited Drugs**

- Illegal Drugs
- Medically unauthorised use of prescription medications capable of causing dependency, alteration of mood, impairment of judgement, concentration or co-ordination.

**Impairment** - impairment of judgement, concentration or co-ordination.

**Working Hours** - the time between the commencement and the conclusion of activities on behalf of the company on any one working day. Normal working hours shall include lunch breaks and company business conducted away from company premises.

**Employee Assistance Programme** - a programme incorporating established procedures for the referral to specialist counselling services of employees with personal problems which may impact upon job performance.

**Approved Rehabilitation Programme** - a rehabilitation programme provided or recommended by an organisation with recognised expertise in the assessment treatment and rehabilitation of people suffering from misuse of drugs or alcohol. The organisation should be approved by a JH Occupational Physician.

Refer Volume 1 System Information section of James Hardie Environment Health and Safety Manual for definitions of other terms used in this procedure.

**3. REQUIREMENTS****3.1 The sale, possession, distribution or use of alcohol or controlled drugs**

THE SALE, DISTRIBUTION, POSSESSION OR CONSUMPTION OF ALCOHOL ON COMPANY PREMISES AND THE CONSUMPTION OF ALCOHOL DURING WORKING HOURS IS PROHIBITED WITHOUT THE AUTHORISATION OF A SITE OR DIVISION MANAGER (APPENDIX A).





DRAFT

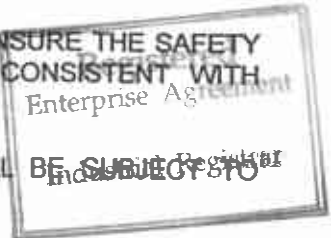
THE SALE, POSSESSION OR DISTRIBUTION OF CONTROLLED DRUGS ON COMPANY PREMISES OR THE USE OF PROHIBITED DRUGS DURING WORKING HOURS IS PROHIBITED.

NO PERSON SHALL ATTEND WORK IF IMPAIRED FROM THE USE OF ALCOHOL OR CONTROLLED DRUGS.

ANY CONTRACTOR WHO FAILS TO COMPLY WITH THESE REQUIREMENTS SHALL BE DENIED ACCESS TO COMPANY PREMISES.

THE RESPONSIBLE MANAGER SHALL TAKE APPROPRIATE MEASURES TO ENSURE THE SAFETY OF ANY VISITOR TO COMPANY PREMISES WHO MAY EXHIBIT SIGNS CONSISTENT WITH IMPAIRMENT FROM THE USE OF DRUGS AND ALCOHOL.

EMPLOYEES WHO FAIL TO COMPLY WITH THESE REQUIREMENTS SHALL BE SUBJECT TO DISCIPLINARY ACTION.



**3.2 Education**

EDUCATION ON THE HEALTH IMPLICATIONS OF MISUSE OF DRUGS AND ALCOHOL AND THE COMPANY PROCEDURE ON DRUGS AND ALCOHOL SHALL BE PROVIDED TO ALL EMPLOYEES (APPENDIX B).

All new employees shall receive induction training on this procedure on alcohol and the misuse of drugs.

Training records shall be maintained for at least 7 years.

Regular retraining shall be provided as part of an ongoing health promotion programme. Refer procedure MP-OH-018.

THE REQUIREMENTS OF THIS PROCEDURE SHALL BE INCORPORATED IN CONTRACTORS AGREEMENTS AND INTO THE INDUCTION OF INDIVIDUAL CONTRACTORS.

**3.3 Rehabilitation**

The Company recognises that the misuse of drugs and alcohol are treatable conditions. ASSISTANCE WITH THE REHABILITATION OF EMPLOYEES SUFFERING FROM PROBLEMS RELATED TO THE MISUSE OF DRUGS OR ALCOHOL WILL BE PROVIDED THROUGH THE JH OCCUPATIONAL HEALTH SERVICE AND/OR EMPLOYEE ASSISTANCE PROGRAMME.

EMPLOYEES WITH PROBLEMS RELATED TO THE MISUSE OF DRUGS OR ALCOHOL SHALL BE MANAGED IN ACCORDANCE WITH THE PRINCIPLES WHICH APPLY TO MANAGEMENT OF ANY EMPLOYEE WITH A PERSONAL OR MEDICAL PROBLEM.

An employee with problems related to the misuse of drugs or alcohol abuse may voluntarily seek assistance from:

- Their manager or supervisor
- A JH Occupational Health Nurse or Occupational Physician

**DRAFT****The Employee Assistance Programme**

- An industrial chaplain

A manager or supervisor shall refer an employee to a JH Occupational Physician or Employee Assistance Programme for assistance where there are reasonable grounds, based upon observations of deteriorating work performance, abnormal conduct or behaviour, or incidents in which safety is compromised.

AN EMPLOYEE'S SECURITY OF EMPLOYMENT SHALL NOT BE JEOPARDISED PROVIDED THAT:

- An incident had not occurred as a result of the employees behaviour that would be defined under JH's dismissal procedures.
- The employee agrees to participate in an approved rehabilitation programme.
- The employee progresses satisfactorily in an approved rehabilitation programme and achieves a satisfactory job performance in a reasonable period of time.
- A satisfactory job performance is maintained following completion of the rehabilitation programme.

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CONFIDENTIALITY OF MEDICAL INFORMATION SHALL BE MAINTAINED BUT ADVICE ON AN EMPLOYEE'S PROGRESS IN A REHABILITATION PROGRAMME SHALL BE PROVIDED TO MANAGEMENT.

AN EMPLOYEE SHALL BE ENTITLED TO ALL EXISTING BENEFITS RELATING TO ILLNESS WHILST SATISFACTORILY PARTICIPATING IN AN APPROVED REHABILITATION PROGRAMME.

An employee may be temporarily transferred from their normal position where continuation in that position may compromise health and safety of the Company's operations.

In the event of a recurrence following completion of the rehabilitation programme, the course of action shall be determined by management, based upon the advice of a JH Occupational Physician. Such action will be based on work performance criteria.

**4. RESPONSIBILITIES****Site or Division Manager**

- Allocation of responsibilities for the development of and compliance with procedures on alcohol and the misuse of drugs.

**JH Occupational Physician**

- Technical advice on the development of training programmes.
- Assessment of employees referred by management.
- Implementation and monitoring of rehabilitation.

**5. REFERENCES**

**5.1. James Hardie Group Documents**

GS9 EH&S Assurance.

**5.2. Regulations and Codes**

**Victoria \***

Occupational Health and Safety Act 1985

**New South Wales \***

Occupational Health and Safety Act 1983

**Queensland \***

Workplace Health and Safety Act 1989

**South Australia \***

Occupational Health Safety & Welfare Act 1986

**Western Australia \***

Occupational Health Safety & Welfare Act 1984

**Tasmania \***

Industrial Safety Health & Welfare Act 1977

**Northern Territory \***

Work Health Act 1986

**Australian Capital Territory \***

Occupational Health & Safety Act 1989

*\*Delete whichever is not applicable.*

**5.3. JH Related Documents**

MP-OH-018 Health Promotion



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**5.4. Appendices**

- Appendix A Guidelines for the Authorisation of the distribution or consumption of alcohol.
- Appendix B Content of training programmes.
- Appendix C Guidelines for the management of employees with problems consistent with the misuse of alcohol or drugs.

**5.5. Attachments**

None.



## APPENDIX A

GUIDELINES FOR THE AUTHORISATION OF THE DISTRIBUTION OR  
CONSUMPTION OF ALCOHOL

1. Alcohol shall only be served or consumed on Company premises at an approved function.
2. An approved function shall be specifically authorised by a Site or Division manager.
3. The approved function shall have a clearly defined purpose.
4. An approved function on Company premises shall take place in a designated function area or conference centre.
5. An approved function shall take place wherever possible, at a time when the participants will not be required to resume their work duties at the conclusion of the function.
6. Alcohol shall be provided in such a manner as not to encourage consumption to a degree sufficient to compromise the safety of a participant, Company employees or the general public or to reduce his or her decision making capacity. Soft drinks and low alcohol beverages shall be offered at any function where alcohol is to be served.
7. The serving or consumption of alcohol by employees while engaged on Company business other than on Company premises shall be on the basis of written guidelines. Guidelines shall be authorised by a Site or Division Manager and shall be consistent with the principles which apply to an approved function.



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**APPENDIX B**  
**CONTENT OF TRAINING PROGRAMMES**

**1. All Employees**

- 1.1 The health implications of the misuse of drugs and alcohol.
- 1.2 The effects of the misuse of drugs and alcohol on safety and performance.
- 1.3 The early detection of problems related to the misuse of drugs and alcohol.
- 1.4 The provisions of the Company's procedures on the misuse of drugs and alcohol.

**2. Supervisors and Managers**

- 2.1 The responsibilities of managers for the implementation of the Company's procedures.
- 2.2 Recognition and documentation of performance or behavioural problems suggestive of a problem relating to the misuse of drugs or alcohol, including recognition of behaviour consistent with a person being acutely impaired by drugs or alcohol.
- 2.3 Referral procedures for specialist assistance.
- 2.4 Confidentiality and disciplinary procedures.
- 2.5 Reintegration of an employee into the workforce upon completion of rehabilitation.
- 2.6 Employee benefits while participating in the rehabilitation programme.

## APPENDIX C

**GUIDELINES FOR THE MANAGEMENT OF EMPLOYEES WITH PROBLEMS  
CONSISTENT WITH DRUG OR ALCOHOL ABUSE**

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1. An employee who has reasonable grounds based on observations of deteriorating work performance, abnormal conduct or behaviour or incidents in which safety is compromised to suspect a problem in another person shall bring the matter to the attention of their manager.
2. A manager who has reasonable grounds, based upon observations of deteriorating work performance, abnormal conduct or behaviour, incidents in which safety is compromised, or operating or business decisions are impaired to suspect a problem in an employee, should document all relevant observations.  
  
Where the manager believes that an employee has attended work unfit to perform their duties safely or effectively, the relevant observations shall be documented and the employee transported home or for appropriate medical assessment and assistance.
3. The manager should discuss the case with a JH Occupational Physician and the relevant human resources manager.
4. The manager should then discuss the problem with the employee. The discussion shall include the basis for the concern and the relevant company procedures.
5. The manager shall not attempt to diagnose the problem.
6. The employee should be referred to a JH Occupational Physician, a resource nominated by a JH Occupational Physician, or a Site Employee Assistance Programme.
7. Where a problem related to drug or alcohol abuse is confirmed, employees should be referred to an organisation with recognised expertise in the assessment, treatment and rehabilitation of people suffering from misuse of drugs or alcohol. The organisation should be approved by the JH Occupational Physician.
8. The JH Occupational Physician shall liaise with the organisation responsible for the rehabilitation of the employee to monitor progress.
9. The JH Occupational Physician should provide regular reports to management on the employee's progress. Confidentiality of medical information shall be maintained.
10. Upon completion of a rehabilitation programme, the JH Occupational Physician will determine the requirements for ongoing review after consideration of the nature of the initial problem and the work to which the employee will return.