

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/91

TITLE: **Soul Pattinson Manufacturing Kingsgrove Enterprise Agreement 2003 (No.2)**

I.R.C. NO: IRC3/6236

DATE APPROVED/COMMENCEMENT: 21 November 2003

TERM: 22 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/306

GAZETTAL REFERENCE: 21 May 2004

DATE TERMINATED:

NUMBER OF PAGES: 29

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Soul Pattinson (Manufacturing) Pty Ltd at the Kingsgrove manufacturing operation who fall within the coverage of the Drug Factories (State) Award, the Miscellaneous Workers' - General Services (State) Award, the Clerical and Administrative Employees (State) Award, the metal , Engineering and Associated Industries (State) Award, the Storemen and Packers, Wholesale Drug Stores (State) Award and the Commercial Travellers, &c. (State) Award

PARTIES: Soul Pattinson (Manufacturing) Pty Ltd -&- the National Union of Workers, New South Wales Branch

SOUL PATTINSON MANUFACTURING KINGSGROVE ENTERPRISE AGREEMENT 2003

An Enterprise Agreement, made pursuant to the *NSW Industrial Relations Act*, entered into between:

Soul Pattinson (Manufacturing) Pty Ltd 19A Garema Circuit Kingsgrove NSW 2208

and

employees of Soul Pattinson Manufacturing Kingsgrove Site otherwise covered under a NSW State Award represented by their elected Consultative Committee

and

National Union of Workers, New South Wales Branch

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1.1 Agreement Title

This agreement shall be known as the Soul Pattinson Manufacturing Kingsgrove Enterprise Agreement 2003 (No. 2).

1.2 Arrangement

This Agreement is arranged as follows:

Part 1 APPLICATION AND OPERATION OF AGREEMENT

- 1.1 Agreement Title
- 1.2 Arrangement
- 1.3 Commencement date of agreement and period of operation
- 1.4 Coverage of Agreement
- 1.5 Definitions
- 1.6 Parties Bound
- 1.7 Relationship with other awards
- 1.8 Transfer of Business
- 1.9 Contract Labour

Part 2 AGREEMENT OBJECTIVES

- 2.1 Objectives and Commitments
- 2.2 No Further Claims
- 2.3 Re-negotiation of Agreement

Part 3 COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

- 3.1 Grievance and dispute prevention and settlement
- 3.2 Essential Medicines

Part 4 EMPLOYMENT CONDITIONS

- 4.1 Transfer of Employees
- 4.2 Training and Development

- 4.3 Employment Contract and Categories
- 4.4 Employee Counselling and Corrective Guidance Procedure
- 4.5 Termination of Employment
- 4.6 Abandonment of Employment
- 4.7 Redundancy
- 4.8 Anti-Discrimination

Part 5 WAGES AND RELATED MATTERS

- 5.1 Wage Increases
- 5.2 Allowances
- 5.3 Time and Payment of Wages
- 5.4 Superannuation
- 5.5 Classification Structure

Part 6 HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

- 6.1 Hours of Work
- 6.2 Meal Breaks
- 6.3 Wash Up Time
- 6.4 Rostered Days Off
- 6.5 Overtime
- 6.6 Shift Work

Part 7 LEAVE CONDITIONS

- 7.1 Annual Leave
- 7.2 Sick Leave
- 7.3 Bereavement Leave
- 7.4 Personal/Carer's Leave
- 7.5 Long Service Leave
- 7.6 Jury Service
- 7.7 Parental Leave
- 7.8 Blood Donors Leave
- 7.9 Public Holidays
- 7.10 Picnic Day
- 7.11 Sick Leave Incentive

Part 8 GENERAL CONDITIONS

Part 9 AGREEMENT COMPLIANCE, OTHER CONDITIONS AND UNION RELATED MATTERS

- 9.1 Unions
- 9.2 Copy of agreement
- 9.3 Signatories

Attachments:

Schedule 1: Classification Structure

Schedule 2a: Classification Structure wage rates as @ 24.9.03

Schedule 2b: Classification Structure wage rates as @ 24.9.04

1.3 Commencement Date of Agreement and Period of Operation

This agreement shall come into operation from the date of approval by the Industrial Relations Commission of NSW and shall remain in force until 24.9.05.

This agreement rescinds, terminates and replaces the Soul Pattinson Manufacturing Kingsgrove Enterprise Agreement 2001 (No1).

1.4 Coverage of Agreement

This agreement shall apply to Soul Pattinson Manufacturing operations at 19A Garema Circuit, Kingsgrove NSW. This Agreement will continue in force when the operation at 19A Garema Circuit, Kingsgrove moves to another site during the term of the Agreement. This Agreement applies in respect of all employees at the Kingsgrove Manufacturing operation who are covered by the:

Drug Factories (State) Award
Miscellaneous Workers - General Services (State) Award
Clerical & Administrative Employees (State) Award NSW
Metal & Engineering Industry (NSW) Award
Storemen and Packers (Wholesale Drug Stores) (State) Award
Commercial Travelers (State) Award

1.5 Definitions

- (a) Refer to 'definitions' in the above appropriate Awards.
- (b) "API Group of Companies" includes Soul Pattinson (Manufacturing) Pty Ltd ("SP"), Australian Pharmaceutical Industries Limited ("API") and a related body corporate of SP or API as defined in the *Corporations Act*."

1.6 Parties Bound

This Agreement shall be binding on Soul Pattinson (Manufacturing) Pty Ltd, in respect of all their employees at 19A Garema Circuit, Kingsgrove NSW and employees who are covered by the awards listed above and the National Union of Workers New South Wales Branch.

1.7 Relationship With Other Awards

This Agreement shall be read and interpreted wholly in conjunction with the awards listed in 1.4, provided that where there is an inconsistency, the Agreement shall take precedence to the extent of the inconsistency.

1.8 Transfer of Business

'Transfer of business' means the transfer, transmission, conveyance, assignment or succession, whether by agreement or by operation of law, of the whole or any part of the business, undertaking or establishment to which this Enterprise Agreement applies.

Despite any contrary provision of this Enterprise Agreement, or any other operation of law or agreement, in the event of a transfer of business:

- (a) this Enterprise Agreement shall bind the successor; and
- (b) an employee shall not be taken to have been terminated by the Company if the employee becomes an employee of the successor;
- (c) the continuity of an employee's employment is taken not to have been broken where the employee becomes an employee of the successor; and

- (d) a period of service with the Company is taken to have been a period of employment with the successor. A period of service with the Company includes service that is taken to be service with the Company as a result of any previous transfer of the business, but this clause does not entitle an employee to claim the benefit from more than one employer in respect of the same period of service.

1.9 Contract Labour

The Company is committed to its employees and does not intend to contract out its existing work force. The Company retains the right to use contract and casual labour to meet peak demands, during recruitment programs, and to meet other business requirements.

Agency Casuals

Casuals employed by labour hire companies, but who undertake work of the same nature as employees covered by this Agreement will be paid no less than the level 1 pay rate set out in Schedule 2.

PART 2 AGREEMENT OBJECTIVES

2.1 Objectives and Commitments

Objectives

The objective of this agreement is to establish the manufacturing operation of Soul Pattinson (Manufacturing) Pty Limited as a viable production operation in a competitive market and for the operation to be responsive to customer needs with timely, quality product, efficiently produced and delivered.

The parties agree that the objectives are based on participation, teamwork, trust, devolved responsibilities and to achieve real improvement they must ensure that the objectives will be met by:

- a. working flexibly to minimize the effect of fluctuating levels of demand on costs and job security;
- b. training to broaden existing skills and develop new ones to provide better, more satisfying jobs, access to career advancement and the ability to work across different jobs, subject only to restrictions imposed by the level of training and statutory requirements;
- c. empowering employees to allow them to assume greater responsibility for their work and its quality;
- d. adherence at all times to Good Manufacturing Practice;
- e. establishing and maintaining consultative and participative processes that encourage all employees and management to deal with barriers affecting productivity;
- f. developing a sense of teamwork across the site that leads to improvement in productivity issues such as cost, quality, work organization, product delivery and training;
- g. Providing a process of excellence and continuous improvement;
- h. Providing the best available service to customers, for whom we manufacture pharmaceuticals and OTC products and value added services;
- i. Increasing productivity without additional costs to customers;
- j. Improving quality, efficiency and minimising waste;
- k. Continuing to work together in a spirit of co-operation;
- l. Providing for the orderly conduct of industrial relations at the Company's premises;

- m. Providing for the orderly and fair conduct of grievance and dispute resolution without the necessity for industrial action;
- n. Reviewing conditions of employment in line with community and industry standards;
- o. Providing conditions of employment which satisfy both the operational requirements and capacity of the Company, recognising that beneficial outcomes are co-dependent;
- p. Providing remuneration of employees which is appropriate to the business and marketplace in which the Company operates and competes;
- q. Providing appropriate balance of interests between the Company and its employees;
- r. Promoting safety, health and welfare in the workplace.

Commitment

- (i) The employee's recognise that the Company must function effectively in a competitive market, continually improving sales growth and profitability in order to provide for continuing employment, excellent benefits and working conditions.
- (ii) The essential nature of our business is to manufacture pharmaceuticals and OTC products for pharmacies, hospitals and other suppliers.
- (iii) The employees and the Company will continue to work together in a spirit of co-operation.

2.2 No Further Claims

It is an essential condition of this agreement that whilst it remains in operation:

There shall be no further claims during the life of this Agreement including, further wage increases (award or over award) including those related to State Wage Decisions and/or economic adjustments, except as provided under the terms of this Agreement. Any increase arising from any decision (including State Wage Decisions and/or economic adjustments) shall be fully absorbed into the rates paid as specified in this Agreement.

2.3 Renegotiation of Agreement

The Parties agree to commence negotiations for a new Enterprise Agreement to succeed this agreement two months before the normal expiry date of this agreement. The Parties intend to conclude these negotiations prior to the normal expiry date.

PART 3 COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and Disputes Prevention and Settlement

- (a) Procedure Relating to a Grievance of an Individual Employee:
 - (i) The employee shall notify their immediate supervisor/manager of the concern and outline their desired solution.
 - (ii) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussions and resolution at higher levels of authority.
 - (iii) Reasonable time limits must be allowed for discussions at each level of authority.
 - (iv) At the conclusion of each stage of discussions the Company must provide a response to the employee's grievance, including reasons for the decision.
 - (v) While the concern is being finalised, normal work must continue.

- (vi) The employee may be represented by an industrial organisation of employees.
- (b) Procedures for a dispute between the Company and the employees:
 - (i) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussions and resolution at higher levels of authority.
 - (ii) Reasonable time limits must be allowed for discussions at each level of authority.
 - (iii) While the concern is being finalised, normal work must continue.
 - (iv) The Company may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.
- (c) Should the matter not be resolved having followed the above procedure, either party may refer the matter to the Industrial Relations Commission of NSW.

3.2 Essential Medicines

The union and employees recognize the Company's obligation to manufacture, package and distribute life saving essential medicines and pharmacy only products at all times. The union and employees agree not to disrupt, interfere with or stop receipt, manufacture, testing and distribution of essential medicines and pharmacy only products at any time and commit to ensuring minimum levels of experienced employees are maintained during the manufacturing process to meet this objective.

The term "experienced employees" means employees with substantial experience in the manufacture, testing, packaging or dispatch of products.

PART 4 EMPLOYMENT CONDITIONS

4.1 Transfer of Employees

When an employee is required to report for work at a place other than their usual place of work, they shall be paid all fares reasonably incurred in excess of those they normally would incur attending at their usual place of work and returning home and shall be paid all travelling time in excess of that taken to reach their usual place of work and returning home. Traveling time shall be paid for at single time.

The above shall apply only to an employee temporarily transferred from their usual place of work. A temporary transfer shall mean periods of employment at places other than the usual place of work up to a maximum of four consecutive weeks.

An employee transferred from working place to working place during ordinary working hours, shall be paid for the time spent in traveling as for time worked and shall receive reimbursement of fares incurred in such transfer.

Where the transfer involves an employee being absent overnight from their normal place of abode, they shall be reimbursed for reasonable expenses incurred for accommodation and travel to and from the place to which the employee is transferred.

Where an employee is required to use private vehicle on behalf of the Company such employee shall be paid the current mileage rate.

Any temporary transfer shall be on a voluntary basis.

4.2 Training and Development

The Company is committed to the ongoing development of the skills of its employees.

The Company will continue to apply resources to appropriate training programmes which will develop skills and competencies for its employees to better meet the needs of the organization.

Competency based training and/or assessment may be undertaken before or after the normal days work where required. These sessions may last up to two hours and will be paid at single time.

Where training is to occur outside of an employee's normal rostered hours, reasonable notice will be given, and this will be at least three days prior to the training. Where the employee and the Company agree the notice may be less than three days. Notice will include advice about the duration of the training period.

Participation in training is on a voluntary basis. The Company understands, that from time to time an employee may not be available for training or assessment outside normal hours and where possible such important commitments of staff will be taken into account. All reasonable attempts will be made to train employees during ordinary hours.

The Company supports employees undertaking external studies relevant to their employment. Where the Company has approved the study leave, no deductions will be made from pays for employees requiring time off work to sit for examinations relevant to their employment.

4.3 Employment Contract and Categories

Permanent employees

Permanent employees shall be engaged by the week and shall be paid weekly. All time absent from work shall be deducted from the employee's wages, except absence without deduction of pay in accordance with Part 7 (Leave) of this Agreement.

- (i) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- (ii) The Company may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- (iii) Any direction issued by the Company pursuant to subclause (i) and (ii) shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.
- (iv) An employee shall perform all tasks which are incidental or related to their normal work.

Part-time employees

- (i) Part-time employees may be employed.
- (ii) The ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for weekly employees but shall not in any case be less than twenty hours per week.
- (iii) Part-time employees shall be paid at an hourly rate of pay which shall be at the rate of one thirty eighth of the weekly wage of the appropriate classification.
- (iv) All other provisions of this Agreement with respect to annual leave, sick leave, and holidays shall apply to part-time employees.
- (v) The Company may not employ more than 25 per cent of their employees as part-timers.
- (vi) Notwithstanding the above, the union and the Company may agree, in writing, to observe other conditions in order to meet special cases.

Casual employees

- (i) Casual employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38 plus 17.5% calculated to the nearest half cent with a minimum payment on any one day of four hours. In addition to this, casual employees will receive an additional 1/12th of their ordinary casual hourly rate, in lieu of annual leave.
- (ii) The Company may not employ more than 25 per cent of their employees as casuals.
- (iii) Notwithstanding the above the union and the Company may agree in writing to observe other conditions in order to meet special cases.

Probationary employment

The Company may initially engage a full-time employee or part-time employee for a period of up to three months probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and the duration of the probation period. The full Counselling and Disciplinary process only applies to permanent employees who have completed probation.

Probationary employment forms part of an employee's period of continuous service.

4.4 Employee Counselling and Corrective Guidance Procedure

Step 1 - Counselling

The immediate Supervisor or Manager concerned should:

- (i) Inform the employee that this will be a counselling meeting and ask them if they would like a colleague or the union delegate, if appropriate, to be present.
- (ii) Discuss the problem with the employee.
- (iii) Remind employee of the standards of performance, attendance or conduct etc. expected and allow an opportunity for the employee to state their case.
- (iv) Agree on specific action and standards required to be taken and establish a time frame for implementation (the time frame may vary depending on circumstances).
- (v) A record of counselling session should be documented and the employee should be requested to sign this record as a true record of the discussion.

Should the employee refuse to sign, a note to that effect should be placed on the record of discussion. The refusal will not invalidate the counselling or warning.

A copy should then be retained by the Supervisor/Manager, a copy put on the employee's personnel file and a copy given to the employee.

Should the same situation or problem occur within a reasonable period, the procedure set out in Step 2 below should then be followed:

Step 2 - First Written Warning

- (i) Inform the employee that this will be a counselling meeting and ask them if they would like a colleague or the union delegate, if appropriate, to be present.
- (ii) Review previous situation.
- (iii) Indicate insufficient responses to previous counselling and give the employee an opportunity to explain the reason why.

- (iv) Indicate to employee the consequence of continued lack of improvement.
- (v) Discuss possible solutions to the problem and, where possible, agree a solution.
- (vi) Identify action to be taken and establish a timeframe for implementation.
- (vii) A record of the counselling session should be documented and the employee should be requested to sign this record as a true record of the discussion. A copy should be retained by the Supervisor/Manager, a copy put on the employee's personnel file and a copy given to the employee.

Should the employee refuse to sign, a note to that effect should be placed on the record of discussion. A refusal will not invalidate the counselling or warning.

- (viii) Human Resources will document a letter to the employee from the relevant Supervisor/Manager confirming the outcome which was determined at the meeting.

Should the same situation again occur within a reasonable period the procedure in Step 3 should be followed.

Step 3 - Second Written Warning

Prior to proceeding to a second written warning, the Supervisor/Manager concerned must consult their Department/General Manager and the Human Resources Manager

- (i) Inform the employee that this will be a counselling meeting and ask them if they would like to have a colleague or the union delegate, if appropriate, present.
- (ii) Restate the offence.
- (iii) Restate the agreed corrective action.
- (iv) Allow the employee an opportunity to respond and explain their position. Consider the defence raised.
- (v) Indicate to the employee the action now being taken, i.e. a second written warning will now be issued (if that is the decision).
- (vi) Warn the employee that further repetition of the offence or failure to improve may result in a final warning and ultimately in termination of employment.
- (vii) A record of counselling session should be documented and the employee should be requested to sign this record as a true record of the discussion.

Should the employee refuse to sign, a note to that effect should be placed on the record of discussion. The refusal will not invalidate the counselling or warning. A copy should then be retained by the Supervisor/Manager, a copy put on the employee's personnel file and a copy given to the employee.

- (viii) Human Resources will document a letter to the employee from the relevant Supervisor/Manager confirming the outcome of the meeting.

Should the same situation occur within a reasonable period, the procedure in Step 4 should be followed.

Step 4 - Final Warning

If the offence or conduct is repeated or continues, a final warning will be necessary. Once again the offence or unsatisfactory conduct should be restated and the employee warned that failure to improve within a reasonable period could result in dismissal. Final warnings should proceed and be recorded as in Step 3 above.

Step 5 - Dismissal

If dismissal is being considered, the action should be discussed between the Department Manager, the General Manager and the Human Resources Manager prior to any action being taken. The Manager should always ensure that they are accompanied by the Human Resources Manager or another Manager whilst effecting dismissals.

Prior to actually dismissing any employee in these circumstances, the employee may initially be stood down on pay, whilst the matters giving rise to the possible dismissal are reviewed between the Supervisor and their immediate Manager. In this review the Supervisor's Manager will satisfy themselves that all steps in the procedure have been followed and that the employee has failed to respond to earlier counselling and formal reprimands and that dismissal is now justifiable and necessary.

Having determined that dismissal could be an outcome the following procedure must be observed:

- (i) The employee should be invited into the privacy of an office and informed that this will be a counselling meeting and that termination is being considered. Ask them if they would like to have a colleague or the union delegate, if appropriate present.
- (ii) Restate the offence or problem giving rise to the present proposed dismissal and restate the corrective action which was previously agreed upon.
- (iii) Advise the employee that as they have failed to comply with previously agreed corrective action, dismissal is being considered as a last resort. Ask the employee if there are any reasons they can give that termination should not proceed. Consider any issues raised and decide the outcome.
- (iv) Submit a record of interview to the Human Resources Department stating the reason for dismissal.

Serious and Wilful Misconduct

There are some situations of serious and/or wilful misconduct which warrant consideration of dismissal without application of the warning process.

Serious and/or wilful misconduct could include, but is not restricted to, theft, fraud, violence, drunkenness or being under the influence of illicit drugs, refusal to obey reasonable instruction, willful damage to Company property, fighting, reckless disregard of safety regulations or other criminal acts against the Company, its employees, contractors or customers, etc.

Step 1 - Suspension and Investigation

- (i) When an employee is believed to have committed any of these offences they are to be immediately suspended, with pay.
- (ii) A full investigation should then be conducted to gather all relevant information including:
 - interviewing any witnesses
 - taking of witness statements
 - a review of the employee's previous conduct or performance.

The Manager should contact the Human Resources Manager prior to interviewing witnesses.

- (iii) The Manager and the relevant Human Resources Manager, where appropriate, should then interview the employee and provide them with the precise details of the allegation(s).
- (iv) The employee should be given the opportunity to have a colleague or the union delegate, if appropriate, at the meeting.
- (v) The employee must be provided with an opportunity to clearly explain and defend themselves against any allegation(s) made.
- (vi) All the information gathered needs to be carefully considered before a decision is made. The Manager must confer with the Human Resources Manager and General Manager before making a final decision.

4.5 Termination of Employment

Except in the case of misconduct the employment of any employee may be terminated by one week's notice on either side or by the payment or forfeiture (as the case may be) of one week's wages in lieu of such notice.

An employee whose employment is terminated by the Company on the working day immediately preceding a holiday or holidays, otherwise than for misconduct, shall be paid for such holiday or holidays.

Instant or summary dismissal

Notwithstanding the provisions above, the Company shall have the right to dismiss an employee without notice for conduct that justified instant dismissal, including inefficiency or neglect of duty, dishonesty, misconduct, fighting, refusing duty or absence from work without reasonable cause, and in such cases the wages shall be paid up to the time of dismissal only.

If an employee commits any of these offences they are to be suspended immediately, with pay. The Supervisor or Manager then contacts the Human Resources Manager who assists with an immediate inquiry before deciding whether the dismissal is to be upheld.

Statement of employment

The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the position held by the employee.

Employment Separation Certificate

The Company shall provide to the employee whose employment has been terminated, an "Employment Separation Certificate" in the form required by the Department of Social Security.

4.6 Abandonment of Employment

An employee who is absent from work for five working days without notifying the Company of the reason for the absence may be deemed to have abandoned their employment.

For the purpose of this clause abandonment of employment will be regarded as misconduct and the employee may have their employment terminated accordingly.

4.7 Redundancy

Definitions

"Redundant" means the situation where a position has become surplus to the Company's labour requirements as a result of the operational requirements of the Company and an employee's employment terminates as a result. A position will not be redundant when the Company simply relocates its operations from Kingsgrove.

"Week's Pay" means the normal weekly ordinary time rate of pay, including non-variable allowances.

Selection for Redundancy

Selection for redundancy will be based on the following criteria:

- (a) The Company will decide which positions are no longer required.
- (b) Volunteers will be invited from amongst the potential redundant employees.
- (c) Employees with skills that are critical for the Company to retain will not be eligible for redundancy.

- (d) If there are more volunteers than required at the time, those to go first will be selected based on length of service, with preference being given to longer serving staff who have contributed to the organization over a longer period of time;
- (e) If there are too few volunteers than required at a particular time, selection for redundancy will be on the basis of the employees with the shortest period of service being the first to go, taking into account the skills required by the organisation.
- (f) Employees who are potentially redundant will be notified of their status and given the opportunity to be considered for other employment with the Company. Those employees who seek other employment will be assessed to determine whether they have the necessary competencies to take on the role for which they would like to be considered. If an employee is offered and accepts another position their employment with the Company will continue.
- (g) Redundancy is not available to employees
 - (i) who simply choose to no longer work for the organization.
 - (ii) who are offered suitable, comparable alternative employment within the API Group of Companies.
 - (iii) who are dismissed due to poor performance or misconduct.

Leaving Before Company-nominated Date

Unless agreed to by the Company, staff who leave before the company-nominated date will not be paid in accordance with this Agreement's redundancy provisions, but only in accordance with the relevant Award redundancy provisions.

Requests for early departure will be considered subject to the needs of the business being met. Employees seeking to leave early will need to prove to the satisfaction of the Company that they have good reason to need to leave early (eg. obtained other employment) and their skills are not required by the Company. Skills will be deemed to be required if either casual labour or overtime is needed to replace them.

Interview Leave

The Company will grant paid leave, up to 38 hours during the notice period (pro rata for part-time staff), for the purpose of seeking other employment. An employee will be required to provide proof of attendance to receive payment for the time absent. An employee granted leave to attend an interview should only be absent from work for the reasonable period of time it takes to attend the interview and return to work.

Annual Leave

All accrued annual leave, including 17.5% leave loading, will be paid to redundant employees, calculated up until the date of termination.

Long Service Leave

Pro rata long service leave will be paid out to all employees with at least 5 years continuous service with the Company.

Superannuation

Superannuation benefits will be paid in accordance with the current provisions of the fund trust deed.

Notice

Employees that are notified as being potentially redundant will be made redundant at a time that is notified to the employee.

The Company will endeavour to provide redundant employees with as much notice as practicable of their employment's termination. However, redundant employees will be given at least 4 weeks notice, or a payment of 4 weeks at ordinary time, or a combination of actual notice and payment in lieu of the balance of actual notice.

Employees over 45 years of age and who have completed at least five years service will receive an extra week's notice, or payment in lieu.

Severance Payments

Employees who are redundant will receive a severance payment as follows:

Years of Service	Severance Payment
Less than 1 year	No payment
More than 1 year	4 weeks
More than 2 years	8 weeks
More than 3 years	12 weeks
More than 4 years	16 weeks
More than 5 years	20 weeks
More than 6 years	24 weeks
More than 7 years	28 weeks
More than 8 years	32 weeks
More than 9 years	36 weeks
More than 10 years	40 weeks
More than 11 years	44 weeks
More than 12 years	48 weeks
13 years and more	52 weeks

Employees with 14 or more years completed service will receive an additional 1 week's severance payment for each complete year of service over 13 years, to a maximum of 15 more weeks pay.

Certificate of Service

All employees will be issued with a certificate of service at the time of the termination of their employment. This will be supported, where required, by a verbal reference.

Disputes Procedure

It is agreed that the resolution of disputes and grievances need to be handled in an open and constructive manner that avoids adverse impact on the customers, the business and the employees.

Disputes arising from the application of this clause will be resolved following the Grievance and dispute prevention and settlement process in this Agreement, Clause 3.1.

Without prejudice to either party, work will continue in accordance with the Agreement while the matters in dispute are being dealt with in accordance with these procedures.

4.8 Anti-Discrimination

It is the intention of the parties to this Enterprise Agreement to achieve the principle object in s.3(c) of the *Industrial Relations Act* 1996 by helping to prevent and eliminate discrimination on the basis of sex, marital status, disability, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity, and association with, or relating to, a person identified on the basis of any of the above attributes.

Accordingly, in fulfilling their obligations under the Grievance & Dispute Prevention and Settlement Clause (3.1), the parties to the Agreement must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to affect:

- (i) any different treatment (or treatment having different effects) which is specifically exempted under the *Anti-Discrimination Act 1977*;
- (ii) an employee, employer or registered organisation, pursuing the matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission.

PART 5 WAGES AND RELATED MATTERS

5.1 Wage Increases

The following increases to wages and allowances will be effective from the first full pay period after the following dates, subject to the approval of this Agreement by the Industrial Relations Commission of New South Wales.

4% effective 24.09.03

4% effective 24.09.04

5.2 Allowances

Forklift Allowance

A storeperson and/or packer who in the course of their employment operates a forklift shall be paid an allowance (as per Rate Schedule) while so employed.

Part Forklift Allowance

A manufacturing employee required to use a forklift as part of their normal duties will be paid a part Forklift Allowance (as per Rate Schedule) to compensate for use of a forklift on occasions. This amount takes into consideration the irregular usage of a forklift. This payment will be made for as long as the employee's duties include driving a forklift.

Meal Allowance

An employee who is required to work overtime for any period in excess of one and one-half hour after the fixed finishing time, shall be paid a meal allowance (as per Rate Schedule).

First Aid Allowance

The Company shall appoint employees holding a current Senior First Aid Certificate, issued by a recognized first aid provider, to administer first-aid. Such certificated employees will be paid when appointed an allowance (as per Rate Schedule).

Dirty Work Allowance

Where an employee is required to perform work of an unusually dirty, dusty and/or offensive nature, the Company will provide for the use of such employees, showers with hot and cold water. Such employees shall be paid extra per hour (as per Rate Schedule) whilst engaged in such work. Such employees shall be allowed ten minutes off prior to ceasing time for cleansing purposes.

Rates

The following are the current allowances effective first full pay period commencing on or after 24.09.03 and will increase in line with the Enterprise Agreement increases.

Type of Allowance	Amount Paid
Shift Allowance (Afternoon/Morning)	\$13.80 per shift
Shift Allowance (Night)	\$18.58 per shift

Meal Allowance	\$9.83
First Aid Allowance	\$12.53 per week
Forklift Allowance (Storespeople)	\$22.16 per week (\$0.58 per hour)
Part Forklift Allowance (site specific for casual use by manufacturing staff)	\$11.66 per week
Dirty Work Allowance	42 cents per hour

5.3 Time and Payment of Wages

The current pay period is Monday to Sunday with pays being available the following Thursday.

Each employee shall receive a pay slip showing details of all payments and deductions.

Upon termination of employment, wages due to an employee shall be paid into the employee's bank account within 24 hours.

Where payment is made by Electronic Funds Transfer and cannot be made within the prescribed period for reasons over which the employer has no control (eg. Bank or Company systems failure) the employee will notify the Human Resources Manager of such non-payment and provide any necessary verification of non-payment. The employee may then elect to be paid by cheque or to be paid by Electronic Funds Transfer within 48 hours of notification without penalty being imposed upon the Company. In such circumstances, cash may be made available based on individual need and the Company will compensate employees for any bank penalty imposed on the employee as a result of the EFT delay. Proof of any penalties claimed must be provided by the employee.

5.4 Superannuation

Preamble

The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

Notwithstanding the above, the following provisions also apply:

Definitions

"Fund" - In this clause all references to "fund" shall mean the Retail Employees Superannuation Trust (REST), Labor Union Co-operative Retirement Fund (LUCRF), or the API Retirement Fund.

"Ordinary time earnings" - In this clause the term "ordinary time earnings" shall include the employee's weekly pay rate and any allowances where such allowances are part of the employee's normal earnings, excluding overtime, travel, meals or annual leave loading.

In the case of a part-time employee, the number of ordinary hours worked in each week multiplied by the hourly rate of the employee, plus any allowances, excluding overtime, travel, meals or annual leaving loading, are part of the employees normal earnings for ordinary hours of work.

In the case of a casual employee, the number of ordinary hours worked in each week multiplied by the hourly rate for the employee for ordinary hours of work including, where applicable, any allowances, plus 17 and a half per cent of that amount, for ordinary hours of work.

"Approved superannuation scheme" - For the purposes of this clause, "approved superannuation scheme" means a scheme which complies with the *Occupational Superannuation Standards Act and Regulations* and any other relevant Government requirements. Currently the schemes are the Retail Employees Superannuation Trust (REST), Labor Union Co-operative Retirement Fund (LUCRF) and the API Retirement Fund. All new employees have the option of joining these funds only.

"Employee" means an employee under the terms of this Agreement who has satisfied the requirements in the clause below.

"Eligible employees" means:

- (i) a weekly employee (including a part-time employee) who has had four (4) weeks continuous service with the Company; or
- (ii) a casual employee, who has had 76 hours or four (4) weeks' service with the Company, whichever period is the longer.

Remitting Payments

The Company shall remit to the Trustee of the fund all payments due in respect of their employees immediately at the conclusion of each calendar month or at such other times and in such manner as may be agreed in writing between the Trustee and the Company.

Records

The Company shall retain all records relating to the calculation of payments due to the fund in respect of each employee and such records shall be retained for a period of six years. They shall be available for inspection by:

- (i) the officials of the union; or
- (ii) representatives of the Trustee.

Statement of Contributions

The employer shall provide to each employee a yearly statement setting out the amount of contributions made on the employee's behalf into the fund, together with details of any authorised employee contributions.

Employee Contributions

Employees employed in the industry who may wish to make contributions to the fund additional to those being paid by the Company shall be entitled to authorise their employer to pay into the fund from the employee's wages, amounts specified by the employee in accordance with the fund trust deed and rules.

Statement of Service

For the purpose of ensuring that an employee may prove their service in the industry so as to become an eligible employee, each employer shall, if requested by an employee, provide such an employee with a written statement setting out the dates of employment with the employer.

Company Contributions

The Company will contribute to the fund on behalf of all employees, subject to them meeting minimum earnings requirements determined by legislation. The following minimum amounts of superannuation will apply:

Financial Year	% of employees
ordinary time earnings	
1 July 2000 - 30 June 2002	8%
1 July 2002 - subsequent years	9%

5.5 Classification Structure

Employees covered by this Agreement will be classified and paid in accordance with the site classification structure in Schedule 1. The classification structure in Schedule 1 will replace all classification structures previously used within the operations.

The classification structure has been developed in accordance with the following principles:

It was developed by the Company in consultation with relevant employees from different parts of the business and union representatives;

It is competency based;

It will encourage employees to acquire new skills;

It will recognize each employee's existing skills and qualifications;

It will recognise multi-skilling;

No employee's current wage will be reduced as a result of the implementation of the classification structure.

The system has been developed in line with nationally recognised units of competency and reflects the scope of functions performed on site. Accordingly, structures have been developed for the following functions:

AREA	FUNCTIONS COVERED	RANGE OF LEVELS
PACKAGING	Includes all staff involved in the packaging process	1 - 6
MANUFACTURING	Includes staff involved in Liquids and / or Solids manufacturing processes and dispensary	1 - 6
MAINTENANCE	Includes Cleaners, Line Setters, Fitters & plant maintenance staff	1 - 6
WAREHOUSING	Includes staff involved in the receipt, despatch and storage of stock and materials	1 - 5
TECHNICAL SERVICES	Includes laboratory staff, QA Finished Goods Auditor and incoming materials samplers	1 - 5

CLASSIFICATION LEVELS

The classification levels set out in this structure are based on analysis of the knowledge, responsibilities, communication skills, work context, technical skills, education and training required in each position.

Classification levels detail Core Competencies required at each level and may also detail Specialist and/or Optional Competencies required

New employees will generally be classified as Level 1 (Entry Level) on commencement of their employment and will be assessed against the Classification Structure during their probationary period. New employees may receive a pay rate equivalent to a higher level if they can demonstrate through previous work experience and training a level of competency higher than that required at Level 1 within the structure.

CLASSIFICATION ASSESSMENT

Aim of the assessment

The aim of the assessment is to determine whether a person is fully competent in the work at a particular level, or whether some additional training or development is needed in one or more areas.

Conduct of the assessment

The assessment will be conducted in conjunction with the employee, by an accredited Workplace Assessor. In most cases this will be the employee's Supervisor or Manager. Workplace Assessors will be trained in appropriate techniques to ensure that a fair and impartial assessment takes place. Any disputes in relation to the assessment process should be referred to the employee's Manager who, in conjunction with the Human Resources Manager, will review the assessment procedure followed and investigate any discrepancies. The site Grievance Procedure should be followed in the event of a dispute not being resolved satisfactorily using this process.

Assessed as fully competent

When an employee is assessed as fully competent to progress up a level, and it is determined that these competencies will be utilised in the workplace, the employee's change in classification will be documented and their pay rate adjusted if necessary to the appropriate level. Employees must be assessed as competent in all areas and the competencies must be determined by the Company as need to be utilised before an employee progresses to the next level (as per Schedule 1).

Assessed as having a development need

When an employee is assessed and it is determined that further training or development is required before competency in all areas is reached, the Assessor will clearly identify and record what additional training and development is needed. On completion of the training, a further assessment on that aspect of the work will be carried out.

IMPLEMENTATION OF THE STRUCTURE

The assessment process will be conducted on the following basis:

Priority will be given to the assessment of those employees identified as being likely to be assessed at level 3 or above.

Once assessed as competent at a particular level, employees will receive the appropriate rate of pay for that level (as per Schedule 2). Any employee in receipt of a pay rate higher than that designated to their level under the structure, will remain on their current rate of pay. No reduction in wages will occur as a result of the implementation of this structure

Once assessed at a particular classification level, employees must consistently demonstrate the required level of competence.

Once assessed, all employees will have the opportunity to progress to level 4 within the structure. Employees will only progress to a level 5 or 6 within the structure if they are required, as part of their job, to perform all functions of that higher classification.

Employees must continue to perform all functions within the scope of their training and experience, including functions with competencies that fall into levels higher than that to which the employee is currently classified, without claiming additional pay or allowances.

PART 6 HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

6.1 Hours of Work

The ordinary hours of working, excluding shift workers, hereinafter provided for exclusive of meal hours, shall not exceed thirty eight per week, to be worked between the hours of 6am and 6pm Monday to Friday inclusive. Notwithstanding this provision, an employee may commence their ordinary hours up to 1 hour prior to 6am and be paid at ordinary pay rates, by mutual agreement.

Employees are required to be at their work station ready to begin work at their start time and not to leave their work station until their normal finish time, unless approved by their supervisor/manager.

The 38 hour week shall be worked in any of the following ways.

- (i) Four 8 hour days and one 6 hour day per week
- (ii) Nine and a half day fortnight
- (iii) 19 day month with RDO
- (iv) Actually work 7.6 hours per day, 5 days per week

- (v) Once having fixed the time for commencing and ceasing work it shall not be altered without consultation with employees. Following consultation, at least seven (7) days notice will be given to the employees concerned, or if a lesser period by mutual agreement between the Company and such employees. Where the majority of the employees in a section and the Company so agree, the commencing/finishing time may be altered to meet the needs of the operation and its customers.
- (vi) **Twelve Hour Engagements**
Following the consultation and agreement in writing with employees and the appropriate union(s), the company may introduce daily engagements of twelve ordinary hours.

6.2 Meal Breaks

- (i) **Lunch**

There shall be a meal break for lunch each day Monday to Friday, inclusive, between 11.45 am and 1.45 pm of 30 minutes, provided that no employee shall be required to work for more than 5 hours without a break.

An employee called upon to work during their meal break for lunch shall be paid at the rate of time and a half for all time worked during such break and shall be given, in the company's time, a crib time of not less than twenty minutes as a meal break. The said rate of time and a half shall continue until the commencement of the paid crib break or until the employee ceases work for the day, whichever is the earlier.

- (ii) **Meal Break During Overtime**

Where overtime exceeding one hour is to be worked a meal break for tea of thirty minutes shall be allowed between 5 pm and 7 pm; provided that a majority of employees may arrange with the company for all employees to continue to work for more than two hours beyond their usual finishing time without such meal break.

An employee, called upon to work during their meal break for tea, shall be paid at the rate of time and a half.

- (iii) **Rest Period**

A rest period of ten minutes shall be allowed for all employees in the first half of the shift, with a further rest period of 10 minutes to be taken in the second half of the shift and will count as time worked. Such rest pauses shall be taken at times which will not interfere with the continuity of work where continuity is necessary.

The ten minute rest period in the second half of the shift will generally commence ten minutes before finish time. The provision is already reflected in start and finish times.

6.3 Wash Up Times

All employees in the plant shall be entitled to wash up time at the end of their shift of 5 minutes. The provision is already reflected in start and finish times.

6.4 Rostered Days Off

Permanent full time employees may take one day per month as a Rostered Day Off (RDO). Employees who choose to participate will work an extra 24 minutes per day which accrues towards the RDO.

These days are normally scheduled at the beginning of each year to meet the needs of the business and where possible the employee. Employees may swap scheduled days with a co-worker with their Manager's consent. Such consent will not be unreasonably withheld.

RDO's are not intended to accrue and should normally be taken in the month they fall due.

Any untaken RDOs will be paid out at the employee's ordinary rate of pay on termination of employment.

Sick Leave and Rostered Day

Employees are not eligible for sick leave in respect of absences on rostered days off as such absences are outside their ordinary hours of duty.

6.5 Overtime

Overtime will be offered to permanent employees in the first instance provided they have the necessary skills to perform the duties required.

- (i) An employee shall be paid overtime at the rate of time and a half for the first two hours and double time thereafter for:

All time worked before the usual commencing time on any day;

All time worked after the usual finishing time on any day;

All time worked in excess of the daily limitation of hours prescribed by Section 6.1 Hours of Work of this Enterprise Agreement.

- (ii) In computing overtime, any portion of a 30 minute period will be rounded up to the nearest 30 minutes.

- (iii) Saturday

Any employee required to work overtime on any Saturday, shall be paid a minimum payment of four hours.

- (iv) Sunday

All work done on any Sunday shall be paid for at the rate of double time with a minimum payment of four hours

- (v) Public Holidays

Gazetted public holidays shall be paid at the rate of double time and one half for all time worked with a minimum payment of four hours. Work on Christmas Day and Good Friday shall be paid at the rate of triple time.

- (vi) Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available the Company shall provide them with transport, or pay the cost of such transport, to reach a point where reasonable means of transport are available, or if no such transport is available, to their home.

- (vii) An employee recalled to work overtime after leaving the Company premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time they are recalled; provide that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.

- (viii) Requirement to work reasonable overtime

The Company may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

- (ix) Time off in lieu of overtime

An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.

Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

If, having elected to take time as leave, the leave is not taken for whatever reason, payment for time accrued at ordinary rates shall be made at the expiry of the twelve month period, or on termination.

(x) Casual and Permanent Part Time Overtime

Casual and permanent part time staff will only be eligible for overtime payments when requested to work more than eight hours in any one day or in excess of 38 hours in any one working week, or outside the span of hours.

(xi) Make-up time

An employee may elect, with the consent of the Company, to work make-up time, under which the employee takes time off as ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement at the ordinary rate of pay.

An employee on shift work may elect, with the consent of the Company, to work make-up time under which the employee takes time off ordinary hours and works those hours at a time later, at the shift work rate which would have been applicable to the hours taken off.

On each occasion that the employee elects to use this provision the resulting agreement shall be recorded in the records kept by the department Supervisor/Manager.

6.6 Shiftwork

(i) Hours

The ordinary hours of shift workers shall not exceed:

- (a) eight in any consecutive twenty-four hours; or
- (b) thirty-eight hours in any one week; or
- (c) seventy-six hours in fourteen consecutive days.

Shift workers shall be allowed twenty minutes on each shift for crib which shall be counted as time worked.

(ii) Overtime

Subject to the provisions of subclause (iii), Payment for Saturdays and subclause (iv), Payment for Sundays and Holidays of this clause, shift workers shall for all time worked:

- (a) in excess or outside of the ordinary shift work hours prescribed by this Agreement; or
- (b) on more than eleven shifts in twelve consecutive days or
- (c) on a rostered shift off;

be paid at the rate of time and a half for the first two hours and double time thereafter.

(iii) Payment for Saturdays

Shift workers shall be paid at the rate of time and one-half for ordinary rostered shifts worked on Saturday. This rate shall be in substitution for, and not cumulative upon, the shift allowance prescribed in subclause (v), Shift Allowance, of this clause.

(iv) Shift Allowance

- (a) Employees engaged on morning, afternoon or night shifts shall be paid the relevant shift allowance (as per Rate Schedule) in addition to their appropriate rate of pay.
- (b) Shifts as set out hereunder may be worked:

Day shift shall mean a shift worked between the hours of 6.00 am and 6.00 pm.

Morning shift shall mean a shift commencing before 6.00 am

Afternoon shift shall mean a shift finishing after 6.00 pm, but not later than midnight

Night shift shall mean a shift finishing after midnight but not later than 7.00 am.

PART 7 LEAVE CONDITIONS

7.1 Annual Leave

Definitions

For the purposes of this clause:

"Ordinary pay" in relation to any employee means the standard weekly payment received by the employee including "regular" allowances.

Annual leave loading

Every employee shall at the end of each year of their employment become entitled to an annual holiday loading of 17.5 percent.

Payment for annual leave

The Company shall pay each employee in advance before the commencement of the employee's annual holiday their ordinary pay plus a loading of 17.5 percent for the holiday period to be taken. If the annual leave is taken before the 12 months accrual date then the annual leave loading will only be payable once the 12 month service anniversary has passed.

Time of taking annual leave

This clause shall apply to all annual leave, whether taken according to a roster, a closedown, a part closedown, or a part closedown/part rostered leave.

Annual leave may be taken by agreement between the Company and the employee(s) on the following basis:

In one continuous period of four weeks; or

In two separate periods, e.g. 2 x 2 weeks, or 1 x 3 weeks plus 1 x 1 week.

Up to five single days; or

As four one week periods.

In the case of rostered annual leave, agreement shall be between the Company and the individual employee.

In the case of a part closedown or a part closedown/part rostered leave, agreement shall be between the Company and the majority of the employees concerned.

The Company shall give each employee at least four weeks notice of the date from which their annual holiday shall be taken.

Other flexible arrangements may be possible in line with Company policy and by mutual consent of the employee and the department Manager.

Annual leave exclusive of public holidays

Where a public holiday for which the employee is entitled to payment under this Agreement falls during any period of an annual holiday taken by an employee under this clause, the period of the holiday shall be increased by one day in respect of the public holiday.

Annual leave to be taken

The annual holiday shall be given by the Company and shall be taken by the employee before the expiration of a period of six months after the date upon which the right to such holiday accrues. Provided that the giving and taking of the whole or any separate period of such annual holiday may, with the approval of the Manager, be postponed for a period to be specified by them in any case where they are of the opinion that circumstances render such postponement necessary or desirable.

Payment shall not be made by the Company to an employee in lieu of any annual holiday to which the employee is entitled under this Agreement nor shall any such payment be accepted by the employee.

Annual leave taken before due date

If the employee and the Company so agree the annual holiday or any of such separate periods may be taken wholly or partly in advance before the employee has become entitled to the annual holiday.

Where the annual holiday or any part thereof has been taken before the right to the annual holiday has accrued the right to a further annual holiday shall not commence to accrue until after the expiration of the year of employment in respect of which the annual holiday or part has been so taken.

Company initiated change in taking annual leave

Where an employee has been notified that annual leave is to be taken at a specified time and that arrangement is thereafter changed by the Company, the employee shall be reimbursed any out of pocket expenses which they have incurred and which are irrecoverable in relation to the booking of accommodation for holidays, provided that the employee provides proof of such expenses to the Company; and further provided the employee advises the Company of the possibility of the irrecoverability of such expenses at time of notification of the change of leave.

Calculation of continuous service for annual leave

For the purpose of this Agreement a year of employment shall be deemed to be unbroken notwithstanding:

Any annual leave or long service leave taken therein;

Any interruption or ending of the employment by the Company if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave.

7.2 Sick Leave

An employee who is unable to attend for duty during their ordinary working hours by reason of personal illness or personal incapacity (including incapacity resulting from injury within the *Workers' Compensation Act, 1987*), not due to their own serious and willful 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 employee shall not be entitled to paid leave of absence for any period in respect of which they are entitled to compensation under the *Workers' Compensation Act, 1987*.

- (ii) The employee should within four hours where practicable, and in any case shall within twenty-four hours, of the commencement of such absence, inform the Company of their inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) Sick leave entitlements for part day absences shall be paid on an hourly basis at the ordinary hours rate proportionate to the total number of hours absent.
- (iv) The employee shall prove to the satisfaction of the Company, by the production of a medical certificate or other satisfactory evidence, that they were unable, on account of illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- (v) Subject to the other provisions of this clause, an employee shall be credited with 10 days paid sick leave in respect of each year of service. Sick leave granted with pay shall be deducted from such credit.
- (vi) Sick leave entitlements not claimed in any one year shall accumulate from year to year so long as the employment continues with the Company. Sick pay is not, however, paid out on termination or to a casual employee.
- (vii) The payment of any absence on sick leave during the first three months of employment of an employee will be withheld by the company until the employee completes three months of employment at which time the payments shall be made. Provided further, an employee shall forfeit any payment for sick leave if the employee terminates the contract of employment within the first three months of employment. Alternatively, if the Company terminates the contract of employment within the first three months, the Company shall pay the employee for any sick leave taken by the employee, to a maximum of 10 days.
- (viii) An employee shall not be entitled to single days of paid sick leave on more than two occasions in any one year of service unless they produce to the Company a certificate from a qualified medical practitioner to the effect that they are unfit for duty on account of personal illness or injury by accident.
- (ix) Where an employee is absent from employment on the working day or part of the working day immediately proceeding or immediately after:

A holiday as defined in 7.9, Public Holidays; or

Before or after a period of annual leave or either side of an RDO.

Without reasonable excuse, the Company's consent, or such other evidence as the company may require, the employee shall not be entitled to payment for such holiday or holidays.

- (x) Part time employees shall be entitled to a proportionate amount of sick leave. The amount of sick leave to which a part time employee is entitled in any year shall be based on their normal ordinary hours of work.

7.3 Bereavement Leave

- (i) An employee other than a casual employee shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in (iv) below.
- (ii) The employee must notify the company as soon as practicable of the intention to take bereavement leave and will, provide satisfactory proof of death.
- (iii) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (iv) The entitlement to Bereavement leave is subject to the person concerned being

- (a) a spouse of the employee; or
- (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. 'relative' means a person related by blood, marriage of affinity;
 - 2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. 'household' means a family group living in the same domestic dwelling.

7.4 Personal/Carer's Leave

Use of Sick Leave

- (i) An employee, other than a casual employee, with responsibilities to their family set out in paragraph (iii) who needs the employee's care and support, shall be entitled to use any current or accrued sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (ii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness requires care by another person. In normal circumstances, an employee must not take carer's leave where another person has taken leave to care for the same person.
- (iii) The entitlement to use sick leave is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - a spouse of the employee; or
 - a de facto spouse who lives with the employee as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including foster parent and legal guardian), grandparent, grandchild, sibling of the employee or spouse of employee; or
 - a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - a relative of the employee who is a member of the same household.

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

- (iv) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the first day of absence.

Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of their family who is ill as set out in paragraph (iii) above.

7.5 Long Service Leave

See Long Service Leave Act, 1955.

7.6 Jury Service

Employees will receive the necessary leave of absence to perform jury service. An employee who is summoned for jury service will need to show the summons to their Supervisor/Manager. Time spent on jury service will be counted for the purpose of continuous service.

An employee will be paid as normal and the payment received from jury duty shall be passed to the Supervisor/Manager to forward to Pay Office (less any necessary travel costs).

Employees shall give the Company proof of their attendance, the duration of such attendance and the amount received in respect of such jury duty.

Employees who are not selected for jury service are required to return to work.

7.7 Parental Leave

Refer to the *Industrial Relations Act 1996* (NSW) and includes Maternity, Paternity and Adoption Leave.

7.8 Blood Donors

Where blood donation facilities are made available at the Company's establishment, or at some other nearby place, an employee who donates blood at such facility during their ordinary working hours shall be entitled to one hours' paid leave on each occasion for that purpose provided that, before making payment for such leave, the Company will require satisfactory proof of the employees blood donation. Production of the relevant Blood Bank card or certificate, properly completed shall constitute such satisfactory proof.

If the blood donation is to be made at any other place than a Company establishment the employee must give the Company reasonable notice of their intention to donate blood and the time when absence from work will be required.

7.9 Public Holidays

- (i) An employee shall be entitled to the prescribed public holidays, as follows:

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and all other days proclaimed as public holidays for the State.

- (ii) All public holidays falling on a usual working day shall be counted as time worked and paid for as such.

- (iii) An employee who without reasonable cause is absent without leave on the working day immediately preceding or the working day immediately following a public holiday shall not be entitled to payment for such holiday.
- (iv) Work done on any public holiday or Easter Saturday shall be paid for at the rate of double time and one-half with a minimum payment of four hours.

7.10 Picnic Day

A permanent employee will be entitled to a Picnic Day in each calendar year. By agreement between the Company and the majority of employees another day may be substituted for the additional holiday prescribed by this clause.

7.11 Sick Leave Incentive

Incentive payment for reduction of sick leave

The reduction of absences due to sick leave has a direct positive impact on productivity and the overall efficiency of the site. An incentive payment as set out below will be paid to employees who take less than 4 days sick leave per year.

Sick leave taken in year	Incentive Paid
Nil	\$200
1 day	\$175
2 days	\$150
3 days	\$125
4 or more days	Nil

Entitlement to this payment will be based on sick leave taken in the 12 months from the Agreement coming into effect. A further payment will be made 24 months from the Agreement date based on sick leave taken in the subsequent 12 month period. Employees commencing their employment after this incentive takes effect will be paid on a pro rata basis based on the length of time worked.

Permanent part time employees will be paid the incentive on a pro rata basis according to the hours worked.

Absences due to long service or annual leave during the period will not affect entitlement to the incentive payment.

If employment terminates before the entitlement year end the employee loses entitlement to any payment.

This incentive will be reviewed at the expiry of the agreement and renegotiated if there is no reduction in overall sick leave.

PART 8 GENERAL CONDITIONS

- (i) Where an employee is required by the Company to wear a uniform, cap, coat, overall, or other uniform, it shall be provided, maintained and laundered at the Company's expense.
- (ii) Where the nature of the work performed by employees necessitates suitable industrial clothing and/or aprons, rubber boots or clogs, work boots, work shoes, gloves, goggles, etc. they shall be supplied and paid for by the Company and shall remain the property of the Company.
- (iii) Where in the course of work, clothing and/or optical glasses are damaged or destroyed by, or through the use of corrosive, explosive, inflammable or poisonous substances compensation, to the extent of the damage sustained, shall be made.

PART 9 AGREEMENT COMPLIANCE AND UNION RELATED MATTERS

9.1 Union Related Matters

(i) Delegates

The Company supports the various union delegates in performing their role for their union members, given the following considerations:

- (i) wages are paid by the Company and their first responsibility is to their job.
- (ii) the union delegates are required to be at their workstation/desk during working hours, as is every other employee, although the company will allow a reasonable amount of time to attend to union business.
- (iii) the union delegates must advise and receive permission from their supervisor when they are leaving their work area for any reason, including union business, and the expected time away. This is a standard requirement of every employee.
- (iv) the union delegates must also request the use of the company phone from their supervisor when necessary to make any phone calls in order to carry out their duties as a delegate.
- (v) allowed four days per annum in each calendar year, without loss of pay to attend their relevant union training or union meetings. At least 2 weeks notice of such training or meetings must be given in writing to the employer by the union. The notice must include details of the times, dates, content and venue of the training/meeting. A maximum of 2 delegates from each union may be absent on such training at any given time with a maximum of four days per annum for each nominee to attend their relevant Union meetings or training. If the delegate's absence would cause a shortage of labour, or affect production/business in their area, the company reserves the right to only allow one delegate to attend the Union meeting/training.
- (vi) any work related issues raised must be resolved using the Company grievance procedure.
- (vii) employees will be allowed reasonable time, after advising and receiving permission to leave their work area, to access the union delegates during working hours for representation or advice.
- (viii) if union delegates do not co-operate with these requirements then the Company will consider restricting the union delegates to only being able to attend to union business during meal breaks and outside work hours.
- (ix) The Company appreciates the spirit of co-operation with which matters have been raised in the past and that the Company will continue to proactively work with employees to resolve issues before they become problems.

(ii) Right of Entry

A union organizer appointed by the union to which an employee belongs will be granted right of entry, on production of a Permit to Enter authority, in order to carry out legitimate union business. They shall, as a matter of courtesy, however, advise the site Human Resources Manager of their presence before entering the work area.

(iii) Freedom of Association

The Company recognizes the right of employees, consistent with the provisions of the Act, to choose whether to join a union.

Where written authority is provided by an employee, the Company will deduct Union membership fees from the employee's wages and remit them, along with a schedule of such contributions, to the relevant mentioned Unions at monthly intervals.

9.2 Copy of Agreement

Each employee shall have access to a copy of this Agreement. A copy will be maintained in Human Resources which will be made available during working hours to any employee engaged within the terms of the Agreement.

Each union delegate will be provided with a copy and a copy will be displayed on the site notice board.

A copy will also be available with each Manager.

9.3 Signatories

Witnessed by the parties on this 28 day of October 2003.

Kim Campbell
Chief Executive Officer
Soul Pattinson (Manufacturing) Pty Ltd

Derrick Belan
State Secretary
National Union of Workers
New South Wales Branch

Helene Steel
Human Resources Manager, Manufacturing