

ENTERPRISE AGREEMENT

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HERBERT ADAMS BAKERIES
(GOSFORD)

ENTERPRISE AGREEMENT

13 JULY 1994

ARRANGEMENT

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1.

TITLE

This agreement shall be referred to as the HERBERT ADAMS BAKERIES GOSFORD (ENTERPRISE AGREEMENT - 1994), covering site activities at 216 Manns Road, West Gosford NSW 2250.

2.

PREAMBLE

This agreement is the result of co-operative discussions between all the parties and has not been entered into by any party under duress.

1. Overall Objective

The central aim of this Agreement is to improve the productive performance of all areas of the Company.

To achieve this, it is recognised that management, unions and employees need to continue and build on their commitment to a consultative and participatory approach in the workplace.

There will be two consultative bodies:

- (a) Joint Consultative Committee
- (b) Occupational Health and Safety Committee - as per requirement of the Occupational Health and Safety Act, 1983.

The Joint Consultative Committee's overall purpose is to provide an environment in which two way communication may be improved between the parties, where employees are able to express their point of view and have the opportunity to influence decision making by utilising employee knowledge and experience.

2. Strategy

The parties agree to the achievement of improved performance throughout all functional areas of the Company with ultimate aim of matching and surpassing performances achieved by international manufacturing leaders and to provide remuneration to employees which acknowledges those achievements.

This will be accomplished by addressing the entire production system, the organisational structure, the plant, the equipment, the people (management and employees) that combine to conceive, develop, produce, market and deliver the Company's goods to the customer.

3. Critical Success Factors

Are essentially the following:

- (a) Cost of Production: Raw Materials, wages and overheads.
- (b) Quality Assurance: Consolidation of quality assurance procedures and work practises. Quality accreditation to be pursued to standard. AS3901.
- (c) Safety and Health: All employees contribute to a safe working environment consistent with the Company Safety Policy and the requirements of the Occupational Health and Safety Act, 1983.

4. Agreed Items

The single bargaining unit, consisting of representatives of the two unions and management agree that the following items do not necessarily reflect an "equal" or specific contribution by each party. In essence, the company is viewed as a manufacturing unit and each party contributes as necessary for the overall success of the operation.

The Company recognises that equal employment opportunity is an important issue and is committed to providing all persons equal access to employment and its benefits.

The following items have been implemented or are to be undertaken:

(a) Flexible Work Practices

Flexibility is an essential element in most companies. In terms of shift patterns it is accepted that different shift arrangements can apply in different sections of the company as required. Having agreed to and implemented a certain shift span of hours it is recognised that a change to these hours may be necessary in the future to satisfy current market demands.

Production Employees

The majority of employees work 9.5 hours per day, four days per week, totalling 38 hours.

Shift start times vary for some production employees (i.e. Pack Out Section) to ensure that the product produced on the day is packed and transferred to cold storage the same day which has become an essential manufacturing practice.

Stores, Engineering and Clerical & Administration Employees

It is recognised that there has been an increased workload in the Stores, Engineering and Clerical & Administration areas due to restructuring. This is being taken into consideration in this Agreement.

(b) Training Programmes

Effective training is essential in any organisation. Employees can build up a skill and knowledge base which can be used in an increasing range of jobs. Multiskilling affords greater flexibility in the work place and is to be addressed as an integral part of training programmes. Issues such as selection, opportunities, cost, performance appraisal etc. will be progressed as follows:

 AS AWM

(i) Competency Training Programme Design

The parties have resolved to develop a comprehensive training curriculum for its process operations.

(ii) Operator/Maintenance Training

The parties have resolved to compile a listing of tasks which will provide a guide for enabling routine and basic maintenance tasks which can be performed by process operators as well as, or instead of, maintenance employees. The site utilises a large range of food processing, baking, packaging, and refrigeration equipment.

(iii) Train the Trainer

Having developed a curriculum it is envisaged that delivery of appropriate training will take place where possible at the Company's premises. To enable the delivery of training it is agreed that selected personnel will attend Train the Trainer courses and thereby be appropriately qualified to conduct training as identified. Time will be allocated for these duties.

(iv) Train the Trainee

This step requires the identification, in conjunction with management, of individuals available and able to undertake training to the level envisaged and to schedule the delivery of training to those individuals as appropriate.

(v) Review and Update

Joint consultative arrangements will provide appropriate review after trial periods of the training arrangements. This body will recommend alteration or modification as necessary.

(vi) Total Quality Management (TQM) Programme

The company commenced a TQM Programme with all staff in August 1991. This process is planned to continue as an integral part of our continuous improvement objective.

(vii) Volunteer Teams

An important part of the TQM Programme is establishment of empowered teams responsible for progressing particular improvement projects. This may include looking at such areas as throughput times, work procedures and processes. The number and size of such teams will be determined following the awareness workshops to be conducted.

(viii) National Training Board Classification Structure

The company is committed to the introduction of the seven (7) level structure as endorsed by the National Training Board. See Clause 5 Definitions - Classification Structure.

(c) Systems Review

- (i) Maintenance personnel have commenced work towards the adoption of a comprehensive engineering management system with the objective of installing and using a computer based information system. This process has involved or will involve:
- * Review of the engineering stores and inventory system. Identifying the most appropriate parts locations. A stocktake of parts presently in storage. Development of a stock control register linked to plant register, incorporating reordering mechanisms.
 - * The development and maintenance of a suitable registration system of plant sub-assemblies.
 - * Design an appropriate recording system for all labour hours utilised that clearly allocates time to specific lines or areas or capital projects.
- (ii) Stores personnel have undertaken to close stack pallets as required prior to despatch. This has arisen due to a change to the waffle process and the introduction of pizza base product.

(d) Cross Function Integration

- (i) Discussions on the subject of cross-functional integration have focused on the involvement of electrical and mechanical trades. A listing for consideration has been agreed to by the parties and it is the intention to pursue progress on a selective basis with the objective of achieving integration across trades in some, if not all, of the following areas:
- * Motor gearbox maintenance
 - * Overlapping mechanical/electrical function
 - * Solenoid valve and similar
 - * PLC literacy
 - * Pneumatics
 - * Refrigeration
 - * Process

Matters to be addressed relate to priorities, analysing of tasks, skill, knowledge of trainees, commencement of instruction, assessment of competencies and reclassification and adjustment of remuneration where appropriate.

- (ii) All stores personnel to perform routine clerical functions as required.

(e) Performance Indicators and Review Process

It is important that this agreement provides the basis for continuous improvement of the Company, therefore, the parties are committed to monitoring and reviewing the effectiveness of this agreement. This should occur at least monthly with the involvement of the appropriate parties in a consultative forum.

The following indicators are not intended to reflect performance of any individual employee.

Performance indicators which are to be used to monitor progress include, but are not limited to:

	<u>JULY 94</u>	<u>DEC 94</u>	<u>JUNE 95</u>
(i) Productivity - Pie Line	100.0%	102.0%	103.0%
- Pizza Line	100.0%	102.0%	103.0%
(ii) Raw Material Waste	5.1%	4.5%	4.0%
(iii) Time Lost Due to Injury or Accident	135	36	30
(iv) Absenteeism	5%	4%	3%
(v) Customer Complaints	405	170	150

The parties will jointly identify, through the consultative process, other appropriate measures which will be added to those above.

(f) Management/Union Commitment

Management and the Unions realise the significance and importance of this agreement to the future of the Company and its employees.

With this in mind, both management and the unions make the following commitments:

- (i) To fulfil the aims and objectives set out in this agreement.
- (ii) To further the principle of effective consultation and involvement of employees at each stage in the process of change and improvement.
- (iii) To undertake measures necessary to improve the viability of the Company and the job security of its employees.

3. PARTIES AND DURATION

The parties are:-

- (i) Petersville Industries Limited, ACN 005 560 074.
- (ii) The following organisations and the members thereof respectively:
 - National Union of Workers, New South Wales Branch
 - Federated Clerk's Union, New South Wales Branch

And binding any employee who is eligible for membership of the above organisations.

The parties undertake not to pursue any extra claims under this agreement except where consistent with State Wage Case principles or in respect of wages before 1 July 1995. This means that Clause 10 Rates of Pay and Clause 11 Allowances of this agreement can be varied during its life provided that the principles of the relevant State Wage Case are met in a separate application by the parties.

This Agreement shall operate from the date of registration under the NSW Industrial Relations Act, 1991 and shall continue for a period of 12 months and thereafter until varied or rescinded by the parties, provided that the parties agree to negotiate with a view to establishing a new arrangement prior to the expiration of this agreement.

A 4.5% increase will apply to pay rates in all classifications, following acceptance of this agreement. The rates of pay indicated in Clause 10 incorporates this 4.5% increase.

4.

EXEMPTION FROM OTHER AWARDS OR AGREEMENTS

This Agreement shall:

(i) determine all the terms and conditions of employment of the employees which are capable of inclusion in an award and operates to the full and total exclusion of the provisions of the following awards/agreements:

(a) Industrial Agreement No 6992-S11 NSW Industrial Arbitration Act, 1940 as amended.

(b) Pastrycooks & C (State) Award

(c) Clerks (State) Award

To the extent of any inconsistency between these awards and this Agreement, the Agreement shall prevail.

(ii) in respect of employees covered by the Storeman & Packers (General) State Award, the terms and conditions of that award shall apply, with the exception of variations to the rates of pay which shall include:

(a) 1992 State Wage Case in respect of the Enterprise Agreements Principle in terms of a 4.5% wage increase adjusted from 24 August, 1992.

(b) 1989 State Wage Case in respect of the Wage Fixing Principle in terms of a second tier 4% wage increase adjusted from 25 September, 1987.

Classification 13 - Clause 10 - Rates of Pay applies.

(iii) in respect of employees covered by the following award:

Federal Metal Industry Award

the terms and conditions of that award shall apply as well as any registered Federal Enterprise Agreement that may cover award employees.

5.

DEFINITIONS

- (i) Company - Herbert Adams Bakeries, Division of Petersville Industries Limited, ACN 005 560 074, a member of the Pacific Dunlop Group - Gosford manufacturing facility.
- (ii) Union - means any one or all of the unions party to this agreement.
- (iii) Weekly Employee - means a full-time or a part-time employee.
- (iv) Full-time Employee - means an employee employed by the week to work an average of 38 hours per week.
- (v) Part-time Employee - means an employee employed by the week to work a standard roster of hours of less than 38 hours per week.
- (vi) Casual Employee - means an employee employed by the hour and engaged and paid as such.
- (vii) Leading Hand - means an employee appointed as such by the Company and who, while working under supervision, gives instruction to and/or is responsible for work done by the other employees.
- (viii) Classification Structure - The existing classification structures under Agreement No.6992 and Clerks (State) Award will continue. A new 7 tier structure is to be negotiated and implemented. The parties have agreed to co-operate in the transition from the existing wage and classification structure to the new 7 tier structure and to ensure that the transition takes place in an orderly manner without creating false expectations or disputation. Upon agreement being reached, the parties will seek to vary this Enterprise Agreement by inserting the new classification structure.

6.

CONTRACT OF EMPLOYMENT

- (i) Employees shall be engaged on a full-time, part-time or casual basis. The parties agree that where possible full-time employment is preferable. It is recognised however that because of the seasonality of our business that other types of engagement may be necessary from time to time. Any such types of engagement will be discussed with the employee representatives prior to implementation.
- (ii) Subject to sub-clauses (iv) and (vi) of this clause, the employment of full-time and part-time engaged employees may be terminated during the first month of employment by one day's notice on either side and after one month's completed employment by seven days notice given on either side at any time during the week, or by the payment or forfeiture, as the case may be, of wages for the required period of notice. Casual employees shall be employed on a hourly basis.
- (iii) 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 employment and classification of or the type of work performed by the employee.
- (iv) Nothing in this agreement shall effect the right of the Company to dismiss any employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be paid to the employee on the next working day.
- (v) An employee not attending for duty shall lose pay for the actual time of such non-attendance, except where such non-attendance is subject to clause 15, Leave, clause 16, Public Holidays and clause 17, Jury Service of this agreement.
- (vi) Subject to clause 15, Leave, clause 16, Public Holidays and clause 17, Jury Service of this agreement, an employee who is absent without permission from work for a continuous period of three days shall be deemed to have abandoned employment.

Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, whichever is the latter.
- (vii) Employees are responsible for the care and safekeeping of all issues to them and shall return each article to the Company on request or on termination of employment. In default, the Company may deduct from wages due, an amount equal to its replacement value less reasonable depreciation, having regard for the condition of the item.
- (viii) Employees shall perform such duties as the Company shall reasonably require within the limits of the employee's skill, competence and training. The employees shall work reasonable overtime and hours of work as provided by the terms of this Agreement.
- (ix) This clause shall not affect the right of the Company to stand down any employee without pay for any day or part of a day during which an employee cannot be usefully employed because of any industrial action or any cause for which the Company cannot be held responsible.
- (x) In all such instances as provided for in subclause (ix) of this clause, the Company shall notify the Union and shall have prior discussions with the Union.

7.

HOURS OF WORK

- (i) The ordinary hours of work shall be an average of 38 hours per week, to be worked over any 3, 4 or 5 consecutive days Monday to Sunday, of not more than 12 hours daily. Dayshift starting and finishing times are between 5.00am and 6.00pm.

Consultation between management and union representatives will take place prior to any significant changes to current work patterns (see clause 20), within the limitations of the above paragraph.

- (ii) **Ordinary Hours - Daily Limitations**

- (a) Full-time Employees: Ordinary hours shall be worked over three, four or five days and the number of ordinary hours prescribed herein may not be less than 4 hours nor more than 12 hours on any day.
 - (b) Part-time Employees: Ordinary hours shall not be less than four hours on any day or more than 12 hours on any day. A minimum of 16 and a maximum of 32 hours per week will apply.
 - (c) Casual Employees: ordinary hours shall not be less than four hours on any day or more than 12 hours on any day.
- (iii) The ordinary hours of daily work shall be notified to employees and shall specify the commencing and finishing times.
 - (iv) The time of commencing and finishing work in the establishment or section of the establishment once having been determined by the Company, may be varied to suit the needs of the operation by agreement between the Company and the majority of employees concerned at the plant or section, or in the absence of agreement by seven days notice of alteration given by the Company to the employees.
 - (v) The method of implementation of the 38-hour week may be any of the following:
 - (a) by employees working less than eight ordinary hours each day, or
 - (b) by employees working less than eight ordinary hours on one or more days each week, or
 - (c) by fixing one week day on which all employees will be off during a particular four week work cycle.
 - (d) by rostering employees off on various days of the week during a particular four week cycle so that each employee has one day off during that cycle.
 - (e) by other method as agreed by the Company and the majority of employees concerned at the plant or section.
 - (vi) Different methods of working a 38-hour week average, may apply to various groups or sections of employees in the plant to suit the operational needs of the Company.

- (vii) The method of implementation of a 38-hour week, once having been determined, may be varied to suit the needs of the operation by agreement between the Company and the majority of employees concerned at the plant or section, or in the absence of agreement by one month's notice of alteration given by the Company to the employee.
- (viii) Substituted Days
 - (a) Where, in accordance with sub-clauses (v) (c) and (v) (d) of this clause, a 38-hour week is arranged so that a day off occurs each four weeks, the Company may substitute the day an employee is to take off for another day in the case of machinery breakdown, or failure or shortage of power, or shortage of stock or supplies or to meet the requirements of the Company, or other emergency situations. Such substitution shall not be unreasonably applied and shall only be arranged after consultation with the employees involved.
 - (b) Nothing in this clause shall prevent agreement being reached between the Company and the majority of employees at the plant or section to substitute one day off for another day.
 - (c) Where a day off is substituted for another day, payment for the day worked is to be made for ordinary hours, at the ordinary time rate of pay.

8. HOURS PAYMENT

- (i) Where the ordinary hours of work are arranged in accordance with sub-clauses (v) (c) and (v) (d) of clause 7, Hours of Work, of this Agreement so that an average of 38 ordinary hours is worked weekly during a particular four week cycle, wages shall be paid weekly according to the average of ordinary hours worked per week in the four week cycle even though more or less than 38 ordinary hours may be worked in any one week.
- (ii) Where in accordance with sub-clauses (v) (c) and (v) (d) of clause 7, Hours of Work, of this Agreement, eight ordinary hours are worked daily, the time worked will have an allocation of 5% applied to provide for a work credit.

The work credit will accrue to provide, at the completion of each four week cycle, a work credit maximum of 7.6 hours which shall be due and payable as and when the day off is taken, at the appropriate ordinary time rate of pay.

- (iii) Where any employee works less than 19 days in any four week cycle, payment for the day off in connection with that work cycle shall be due and payable based on the total work credits accrued during that work cycle, at the appropriate ordinary time rate of pay.

- (iv) Leave

Where an employee is entitled to paid leave for sick leave or bereavement leave, or to a paid day for a public holiday, in accordance with the provisions of this Agreement, the entitlement shall be eight ordinary hours with a 5% allocation to provide for the work credit.

9.

OVERTIME

- (i) All time worked in excess of the rostered ordinary hours shall be at the rate of time and one-half for the first two hours and double time thereafter, calculated on a daily basis.
- (ii) When overtime is worked, it shall, wherever reasonably practicable, be so arranged that an employee shall have at least 10 consecutive hours off duty between the work of successive days.

If at the request of the employer, such an employee resumes or continues work without having such 10 consecutive hours off duty the employee shall be paid at double time until the employee has 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.

10.

RATES OF PAY

The rates of pay for each classification as defined in clause 5, Definitions of this agreement are calculated on the following basis:

(i) Full-time EmployeesProduction and Stores

<u>Class No.</u>	<u>Classification Description</u>	<u>\$ Wage per week</u>
1	Foreperson Pastrycook	482.10
2	Pastrycook - Tradesperson	453.65
3	Pie Machine Line Operator	434.20
4	Pizza Base Machine Line Operator	434.20
5	Pizza Decorating Machine Line Operator	434.20
6	Waffle Machine Line Operator	434.20
7	Cake Depositing Line Operator	434.20
8	Cake Decorator Line Operator	434.20
9	Stock Controller (in charge)	434.20
10	Laminated Products Line Operator	434.20
11	Freezing & Packing Line Controller	434.20
12	Hygiene & Cleaning Controller	434.20
13	Storeperson/Forklift Driver (licensed)	427.30
14	Dough Mixer	420.60
15	Filling/Sauce/Batter Mixer/Cooker	420.60
16	Oven Operator	420.60
17	Auto. Laminating Machine Operator	420.60
18	Doughbreak Operator	420.60
19	Ingredient Weigher & Assembler	420.60
20	Stock Controller	420.60
21	Assistant to Line Operator	420.60
22	Flowwrapper Operator	420.60
23	Dough/Filling/Topping etc Mixer Asst.	406.60
24	Quality/Process Control Assistant	406.60
25	Amenities Assistant	406.60
26	Oven Tray Unloading (by hand)	406.60
27	Cleaner of Factory, Equipment, Amenities	406.60
28	Unloaders of Dough Bowl (by hand)	406.60
29	General hand	399.90
30	Decorator (by hand)	399.90
31	High Speed Auto Pack. Machine Operator (Auto Load)	399.90
32	QC Assistant/Checkweigher	392.60
33	High Speed Auto Packing Machine Operator.	392.60
34	Production Hand	385.80
35	Production Assistant	372.10

The rates of pay under this agreement include:

- a) Enterprise Bargaining Agreement (this document) increase of 4.5% from July 1994.
- b) Productivity and Efficiency Agreement increase of 4.5% from 24 August 1992.
- c) Structural Efficiency Principle Agreement increase of 3.0% from 6 August 1990.
- d) Structural Efficiency Principle Agreement increase of 3.0% from 2 November 1989.
- e) Second Tier Agreement increase of 4.0% from 25 September 1987.

Clerical

Award Rates

Grade 1.	459.80
Grade 2.	440.40
Grade 3.	430.80
Grade 4.	421.00
Grade 5.	396.90

The above rates are considered starting payment rates and in keeping with common industry standards, a rate adjustment can occur following 6 months continuous employment, given reference to experience gained of Herbert Adams Bakeries systems and practices.

All clerical employees to whom this Agreement applies, who were employed prior to the commencement of this Agreement and who remain in the employ of Herbert Adams Bakeries - Gosford, will be paid a rate of pay that will include:

- a) Enterprise Bargaining Agreement (this document) increase of 4.5% from July 1994.
- b) Productivity and Efficiency Agreement increase of 4.5% from 24 August 1992.
- c) Structural Efficiency Principle Agreement increase of 3.0% from 6 August 1990.
- d) Structural Efficiency Principle Agreement increase of 3.0% from 2 November 1989.
- e) Second Tier Agreement increase of 4.0% from 25 September 1987.

(ii) Part-time Employees

Part-time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38.

In addition part-time employees are entitled to:

- (a) annual leave in accordance with the subclause (i) of clause 15, Leave, of this Agreement.
- (b) sick leave on a pro-rata basis in accordance with subclause (ii) of clause 15, Leave, of this Agreement.
- (c) bereavement leave in accordance with subclause (iii) of clause 15, Leave, of this Agreement.
- (d) long service leave in accordance with subclause (iv) of clause 15, Leave, of this Agreement.
- (e) parental leave in accordance with subclause (v) of clause 15, Leave, of this Agreement.
- (f) public holidays in accordance with Clause 16 - Public Holidays, of this Agreement.

(iii) Casual Employees

Casual employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38 plus 15%. In addition, casual employees are entitled to pro-rata

- (a) annual leave in accordance with subclause (i) of clause 15, Leave, of this Agreement, which may be paid weekly as equivalent to one twelfth of ordinary time earnings.
- (b) long service leave in accordance with subclause (iv) of clause 15, Leave, of this Agreement

11. ALLOWANCES

In addition to clause 7, Rates of Pay of this Agreement the following rates shall be paid:

(i) Shift Work: In addition to ordinary rates of pay, the following allowances will be paid:

- (a) Afternoon Shift \$58.60
- (b) Night Shift \$109.85

Afternoon shift - means any shift where the ordinary hours of work finish after 6.00pm and at or before midnight.

Night shift - means any shift where the ordinary hours of work finish after midnight and at or before 8.00am.

(ii) Saturday Work: Where a shift commences on Friday and concludes on Saturday morning and the majority of the shift is worked on the Friday, then the Friday Nightshift Allowance will apply for all rostered ordinary hours for that shift.

All other time worked on a Saturday shall be paid at the rate of time and one half for the first two hours and double time thereafter, with a minimum of four hours for each start.

(iii) Sunday Work: All time worked on a Sunday shall be paid at the rate of double time, with a minimum payment of four hours for each start.

(iv) Public Holiday Work: Where a shift commences on the day preceding a Public Holiday and concludes on the Public Holiday and the majority of the shift is worked on the preceding day, then the Nightshift allowance will apply for all of the rostered ordinary hours for that shift.

All other time shall be paid at double time and a half, except for work performed on Christmas Day or Good Friday which shall be paid at triple time.

(v) Leading Hands: An employee appointed by the Company as a leading hand shall receive the following weekly allowance in addition to the appropriate rate of pay for the employees classification.

In charge of:	\$
(a) 3-10 employees	14.40
(b) 11-20 employees	26.10
(c) 21 or more employees	34.45

- (vi) Cold Store & Blast and Chill Rooms: Any employee required to work in artificial cold temperatures shall be paid relative to the temperatures of:-

	<u>Per Hour</u>
(a) Eight degrees to zero Centigrade	35 cents
(b) Zero to minus 18 degrees Centigrade	52 cents
(c) Below minus 18 degrees Centigrade	87 cents

Provided that, in lieu of the hourly rate, any employee required to spend more than four hours of a day in any of the following work areas shall be paid the hourly rate times the rostered ordinary hours for the day.

The Packing section Leading Hand shall receive payment as to 2 hours per day for a total of \$6.95 per 4 day week or \$8.70 per 5 day week. This is in recognition of pallet transfer to the cold store.

- (vii) Meal: Any employee required to work for more than two hours overtime in any ordinary day and after the completion of ordinary hours, without being notified on the previous day, shall be paid a Meal Allowance of \$6.80.
- (viii) First Aid: An employee appointed to perform first aid duties shall be paid \$8.50 per week in addition to the wage rates prescribed in clause 7 of this Agreement.

Above allowances will be varied in accordance with wage rate movements.

12.

RELIEVING IN A HIGHER CLASSIFICATION

Any employee performing higher classification work for one hour or more on any day shall be paid at the higher classification rate of pay for the actual time so engaged. Provided that where such higher classification work is performed for more than four ordinary hours on any day, payment shall be made at the higher classification rate of pay for the whole of that day.

13.

PAYMENT OF WAGES

- (i) The Company shall fix a pay period of no more than seven days, which shall be common to all the Company's employees covered by this Agreement and this period shall not be altered without seven days notice. Provided that where genuine agreement is reached with a majority of employees the pay period may be extended. Such a variation shall be subject to the consent of the Union, which shall not be unreasonably withheld.
- (ii) All wages and overtime shall be paid not later than two working days after the end of the pay period which shall be nominated by the Company and not changed without seven days notice.
- (iii) Net wages owing to employees shall be paid into an account at the institution of choice from the following:

* National Australia Bank

* Commonwealth Bank

* Westpac Bank

* Advance Bank

* ANZ Bank

* St George Bank

* State Bank

An employee may nominate a second account for a standard deduction.

- (iv) On pay day the Company will supply each employee with a statement showing the amount of wages to which the employee is entitled, the amount of deductions made and the net amount of wages due to the employee.
- (v) The Company shall continue to facilitate the payment of certain deductions for those employees who provide written authority.

14. OCCUPATIONAL SUPERANNUATION

See Superannuation Guarantee (Administration) Act.

15. LEAVE

(i) Annual Leave

See Annual Holidays Act, 1944

For each period of Annual Leave taken, an employee shall receive a loading calculated on the wage rate prescribed in Clause 10 - Rates of Pay, of 17½%.

(ii) Sick Leave

(a) A weekly employee who after not less than three months' continuous service with the Company, is unable to attend for duty during the employees ordinary working hours by reason of personal illness or personal incapacity not due to the employees own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance (including retrospective pay for sick leave taken in the first three months continuous service) subject to the following conditions and limitations:-

- (1) the employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.
- (2) the employee shall prior to commencement of the shift notify the Company of an inability to attend for duty, and as far as practicable, state the nature of the illness or injury and the estimated duration, of the absence.
- (3) for absences in excess of three single days in any one year or for any single absence in excess of one day the employee shall furnish a doctors certificate or proof as required by the Company of an inability on account of such illness or injury, to attend for duty on the day or days for which sick leave payments is claimed.

(b) For the purposes of this clause continuous service shall be deemed not to have been broken by:

- (1) any absence from work on leave granted by the Company
- (2) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall fall upon the employee); provided that any time so lost shall not be taken into account in computing the qualifying period of three months.

- (c) An employee shall be entitled to paid sick leave not in excess of:
- (1) 40 hours during first year of employment
 - (2) 48 hours during the second year of employment
 - (3) 64 hours during the third year of employment
 - (4) 80 hours during the fourth and subsequent years of employment.
- (d) Sick leave shall accumulate from year to year, subject to continuous employment.

(iii) Bereavement Leave

A weekly employee shall be entitled to a maximum of three days leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild, grandparents or parents-in-law. For the purpose of this clause the word "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster father or mother and stepfather or stepmother.

Provided further, a weekly employee shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

(iv) Long Service Leave

See Long Service Leave Act, 1955 - as amended 1985.

(v) Parental Leave

See Division 3 - Parental Leave, of the Industrial Relations Act, 1991.

(vi) Workers Compensation and Rehabilitation

See Workers Compensation Act, 1987.

16.

PUBLIC HOLIDAYS

Any weekly employee shall be entitled, without loss of wages, to the following Public Holidays:-

- * New Years Day
- * Australia Day
- * Good Friday
- * Easter Saturday
- * Easter Monday
- * Anzac Day
- * Queen's Birthday
- * Labour Day
- * Christmas Day
- * Boxing Day
- * Union Picnic Day
- * and all other days gazetted as Public Holidays for the State of New South Wales.

Union Picnic Day shall be taken annually on a day determined by mutual agreement between the Company and the employees.

Any employee, absent without leave on the working day immediately preceding a public holiday or holidays, or any of them, or on the working day immediately succeeding such holiday or holidays, shall forfeit wages for the days of absence including the holiday or holidays, except where such absence is due to illness of the employee or to other reasonable cause proof whereof shall upon the employee.

17.

JURY SERVICE

A weekly employee required to attend for Jury Service during the employee's ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such Jury Service and the amount of wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on Jury Service.

An employee shall notify the Company as soon as possible of the date required to attend for Jury Service. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect to such Jury Service.

18.

MEAL & REFRESHMENT BREAKS

- (i) Each day's work shall be worked in an unbroken shift except for meal breaks or refreshments.
- (ii) Non-paid meal breaks shall be arranged between the Company and the employee but in no case shall the meal breaks of an employee exceed one hour in the aggregate in any one day and not less than half an hour in any one break unless mutually agreed by the Company and the employee. Provided that an employee shall not, in general, be required to work more than five hours without a break for a meal. For work performed during an employee's recognised meal break on any shift, the rate of time and one-half shall apply until a meal break is taken. However, the Company shall not be obliged to pay such rates where an altered meal break is taken commencing not more than 30 minutes before the recognised meal break.
- (iii) During any eight hour shift, employees shall be allowed opportunities for paid refreshment breaks in the following manner:
 - (a) a non-continuous 15 minutes break and a continuous five minute break within five hours of commencing work.
 - (b) a continuous five minute break between the non-paid meal break and finishing work.
 - (c) where more than eight ordinary hours are worked, an additional continuous five minute break will be allowed.

19.

CLOTHING

(a) General Uniform

The Company will provide a work uniform appropriate for the various functions. Uniform colour will be white for production employees, green for cleaning employees, blue for stores employees and grey for engineering employees.

Issue will be sufficient (generally 3 sets summer and winter) to enable offsite laundering by a contractor. Each issue will occur daily and employees are not to wear uniforms "off site".

Safety shoes will be provided to all employees and are to be worn at all times.

(b) Protective Clothing

Where the nature of the work renders it necessary, the Company shall provide free of charge, gloves, aprons and rubber boots for the use of employees. In the case of employees engaged in freezing chambers, the Company shall provide freezer suits, boots, gumboots, smocks, gloves and balaclavas. Such clothing shall be worn exclusively by the employee to whom it is issued. It shall be renewed by the Company when reasonably required.

INTRODUCTION OF CHANGE

- (i) Company's Duty to Notify
 - (a) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes.
 - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skill required; the elimination or diminution of job opportunities; promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (ii) Company's duty to discuss change
 - (a) The Company shall discuss with the employees affected, the introduction of the changes referred to in subclause (i) of this clause, the effects the changes are likely to have on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.
 - (b) The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in subclause (i) of this clause.
 - (c) For the purpose of such discussion, the Company shall provide in writing to the employees concerned all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company shall not be required to disclose confidential information the disclosure of which would be inimical to the Company's interests.

21. GRIEVANCE PROCEDURE

Every individual employee may raise a grievance, with their supervisor either personally or through their union delegate regarding any aspect of their employment. This grievance should be resolved quickly and co-operatively to the mutual satisfaction of all concerned. The resolution may involve discussions with other employees, union officials, management and any other people who can facilitate resolution.

22. DISPUTES PROCEDURE

- (i) Disputes arising between the parties to this Agreement shall be settled in accordance with the four stages of discussion set out below:
 - (a) Discussions between the employee(s) concerned and at the employee(s) request, the appropriate Union delegates, and the immediate supervisor/s;
 - (b) Discussions involving the employee(s), union delegates and more senior management;
 - (c) Discussions involving representatives from the Union(s) concerned and the Company's representative(s).
 - (d) Discussions involving senior union official(s) and the Company's representative(s).
 - (e) There shall be an opportunity for any party to raise the issue to a higher stage.
- (ii) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- (iii) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the New South Wales Industrial Relations Commission.
- (iv) Whilst the above procedure is being affected, the Union and the Union representative shall make every endeavour to ensure work continues normally.

- (v) In the event that any party fails to comply with the provisions of this procedure, the other party involved shall be entitled to exercise their legal rights in relation to such dispute.
- (vi) The Company shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.
- (vii) This procedure will be recognised by all employees.

23. RIGHT OF ENTRY AND INSPECTION

See section 733 of the Industrial Relations Act, 1991.

24. SEVERANCE AGREEMENT

1. Instance of Agreement

The terms of this agreement shall apply in the event of an employee being declared redundant as a result of any of the following factors:-

- (i) Technological change.
- (ii) Company merger or take-over.
- (iii) Company reorganisation.
- (iv) Economic or other circumstances which negatively impact on the Company.

2. Basis of Redundancy

Voluntary redundancy will be offered to all employees first. In the event of there being more volunteers than required preference will be given to employees on a seniority basis.

In the event of there being insufficient volunteers then the principle of last on first off will apply.

An individual employee's skills will be taken into account when assessing redundancy requirements.

3. Notice Period

Six (6) weeks notice of redundancy or payment in lieu shall apply.

4. Severance Payments

Severance payments would be made at the rate of 4 weeks pay for the first completed year of service and 3 weeks pay for each additional year of service or pro-rata for any part year of service, e.g. An employee made redundant after 7 months of service would be entitled to 7/12ths of 4 weeks pay.

"Weeks pay" means the ordinary weekly rate including over award payments, service grants and shift allowance.

No maximum severance payment will apply in respect of this clause.

5. Age Allowance

Employees made redundant in the following age groups will receive an additional payment of:-

45-50 years of age	\$2,000
51-55 years of age	\$3,000
56-60 years of age	\$4,000
61 years and over	\$5,000

6. Long Service Leave

Pro-rata long service after one year's continuous service.

7. Annual Leave

All annual leave credits plus the current site agreed leave loading on a pro-rata basis.

8. Superannuation

Redundant employees will not be disadvantaged in any way in relation to Superannuation entitlements. Any severance benefits payable in terms of this agreement will not be offset against Superannuation entitlements.

9. Re-Employment Time Off

Reasonable time off will be provided during the notice period for employees made redundant to seek re-employment. Any such requests for time off are to be substantiated in writing showing details of interview(s) attended.

10. Employees May Give Notice

Employees under Notice of Termination may, by agreement with management, leave at any time during the period of notice and receive the full entitlements under this agreement.

11. Sunset Clause- Severance

In the event of an employee accepting alternative employment in any other plant within the Company and at any time during the first thirteen (13) weeks following relocation the employee is unable to continue in employment, for whatever reason, the employee shall be eligible to receive a severance package which is no less favourable than that which would have been received at the time of relocation.

12. Re-Employment

All redundant employees shall have preference of re-employment with the Company should positions become available in the future.

13. Death Of Employee

Should any employee under notice of redundancy die before the final date of termination all benefits relating to this agreement shall be paid directly to his/her estate.

MADE BETWEEN
PETERSVILLE INDUSTRIES LIMITED

ACN 005 560 074

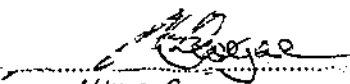
AND

INDUSTRIAL ORGANISATIONS REPRESENTING
EMPLOYEES OF THE COMPANY

Signed for and on behalf of:

PETERSVILLE INDUSTRIES LIMITED

ACN 005 560,074


.....
MIKE ROYAL


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8.9.94
.....
DATE

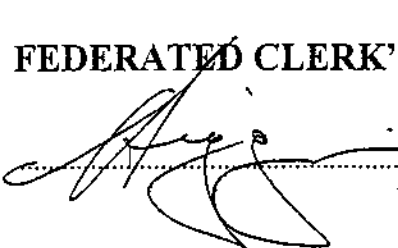
NATIONAL UNION OF WORKERS, NEW SOUTH WALES BRANCH


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8 September 1994
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DATE

FEDERATED CLERK'S UNION, NEW SOUTH WALES BRANCH


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22/9/94
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DATE