

ENTERPRISE AGREEMENT

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NAYTURA ENTERPRISE AGREEMENT

Arrangement

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1. Definitions

- (a) Casual employee shall mean an employee engaged by the hour and works as such with a limit of thirty eight ordinary hours over five days a week with a daily minimum of two hours and a maximum of eleven hours.
- (b) A "weekly employee" shall mean a Full time and Part time employee.
- (c)
 - (i) A "part-time employee" shall mean an employee who is employed on a weekly basis to work regular days and regular hours, which are less than the number of hours worked by full-time employees
 - (ii) A part-time employee shall be paid per hour one thirty-eighth of the weekly rate prescribed for full-time employees for the classification in which the employee is engaged.

- (iii) The number of ordinary hours worked shall not on any day exceed the number of ordinary hours of weekly employees in the section in which the employee is employed and shall not in any week exceed the number of hours of weekly employees in the section without the payment of overtime.

2. Hours - Day Work

- (a) (i) Ordinary weekly working hours shall not exceed an average of 38 per week between the hours of 5.00am and 7.00pm, Monday to Sunday on one of the following bases:-
- (1) 38 hours within a work cycle of one week.
 - (2) 76 hours within a work cycle of two weeks.
 - (3) 114 hours within a work cycle of three weeks.
 - (4) 152 hours within a work cycle of four weeks.
- (ii) The daily ordinary working hours are not to exceed eleven on any day with a minimum of four hours for full time employees, two hours for part time employees and two hours for casual employees.
- (b) Rate for Ordinary Hours on Saturday and Sunday - Ordinary hours of work performed on a Saturday shall be paid for at time and one-half and on a Sunday at double time.
- (c) Notice of Rostered Days Off - In cases where an employee is entitled to a rostered day off during the work cycle, such employee shall be advised by the employer at least four weeks in advance of the day to be taken off by written notice posted by the employer on the notice board.
- (d) Banking Rostered Days Off - By agreement between the employer and an employee or between an employer and the majority of employees concerned rostered days off may be accumulated (banked) and shall be entitled to be taken in a manner agreed upon between the employer and the employee.
- (e) Rostered Day Off Not to Coincide with Holiday - In cases where, by virtue of the arrangement of the ordinary hours of work, the employee is entitled to a day off during the work cycle, the weekday to be taken off shall not coincide with a holiday fixed in accordance with Clause 8, Sundays and Holidays.
- (f) Substitute Days -
- (i) The employer and an employee or the employer and the majority of employees concerned may by agreement substitute the day the employee or employees are to take off during a work cycle for another

day.

- (ii) An apprentice who is required to attend trade school on a rostered day off shall be entitled to a substitute day as soon as practicable following the attendance at trade school.
- (g) Work on a Rostered Day Off - Unless a rostered day off is substituted for another day off in accordance with subclause (d) or (f) work performed on the rostered day off will be paid in accordance with Clause 7, Overtime.

3. Hours - Shift Work

- (a) The ordinary weekly working hours shall not exceed an average of thirty-eight per week worked on one of the following basis:
 - (1) 38 hours within a work cycle of one week.
 - (2) 76 hours within a work cycle of two weeks.
 - (3) 114 hours within a work cycle of three weeks.
 - (4) 152 hours within a work cycle of four weeks.
- (b) The ordinary working hours are not to exceed eleven on any day with a minimum of four hours for full time, three hours for part time employees. and two hours for casuals.
- (c) Definitions -
 - (i) "Afternoon Shift" means any shift finishing after 7.00 p.m. and at or before midnight.
 - (ii) "Night Shift" means any shift finishing after midnight and at or before 8.00 a.m.
- (d) Change of Shift Rosters - Employees placed on the shift roster shall not have their roster changed by the employer without 48 hours notice of such change or payment is made at time and one-half rates for ordinary time worked until such 48 hours notice would have expired. Such extra rate shall be in substitution for the shift allowance.
- (e)
 - (i) An employee on afternoon shift shall be paid the appropriate rate for the classification in which they are employed under the agreement, plus fifteen per cent thereof.
 - (ii) An employee on night shift shall be paid the appropriate rate for the classification in which they are paid under this agreement, plus twenty five per cent thereof.

- (f) Meal Breaks -
In the case of Shiftworkers where it is not practical to take a meal break, employees shall be entitled to a refreshment break of twenty minutes. Such refreshment break shall be counted as time worked and is to be taken in one or more periods, in such manner as to not interfere with the continuous running of the establishment. The total of duration of such periods shall not exceed twenty minutes in any one shift and such refreshment break can be taken at or near the work station.
- (g) Banking of Rostered Shifts Off - By agreement between the employer and an employee, or between the employer and the majority of employees concerned, rostered shifts off may be accumulated (banked) and shall be entitled to be taken in a manner agreed upon between the employer and the employee.
- (h) Rostered Shifts Off Not to Coincide with Holidays -
- (i) In cases where, by virtue of the arrangement of the ordinary hours of work, an employee is entitled to a rostered shift off during the work cycle, the shift to be taken off shall not coincide with a holiday fixed in accordance with Clause 8, Sundays and Holidays.
 - (ii) Provided that, in the event of a public holiday being prescribed after and employee has been given notice of a rostered shift off in accordance with subclause (f) of this clause and the holiday falls on such shift the employer shall allow the employee to take an alternative shift off in lieu.
 - (iii) Where an employee is absent from work for the purpose of enjoying a credit day off, then such employee shall be paid the shift allowance, or any other allowance, he would have received had he attended for duty that day.
- (i) Rates of Ordinary Shifts on Saturday, Sunday and holidays - Ordinary Shifts the major portion of which is worked on a Saturday shall be paid for at time and one-half and on a Sunday or holidays at double ordinary time. Such extra rate shall be in substitution for shift allowances as prescribed in subclause (e) of this clause.
- (j) Day Worker Changing to Shift Work - Where a day worker commences shift work at the instruction of the employer without seven days notice (or the reduced period of forty-eight hours notice where the transfer to shift work is necessitated by absenteeism) the employer shall pay time and one-half rates for all ordinary time worked until such required notice would have expired. Such extra rate shall be in substitution for the shift allowance.
- (k) Work on a Rostered Shift Off - Unless a rostered shift off is substituted for another shift off in accordance with subclause (g) and (l) work performed on the rostered shift off will be paid in accordance with Clause 7, Overtime.

- (l) Substitute Shift - The employer and an employee or the employer and the majority of employees concerned may by agreement substitute the shift an employee or the employees are to take off during a work cycle for another shift without the payment of penalty rates.
- (m) Daylight Saving - Notwithstanding anything contained elsewhere in this award, in any area where, by reason of the legislation of a State, summer time is prescribed as being in advance of the standard time of that State the length of any shift commencing before the time prescribed by the relevant legislation for the commencement of a summer time period shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set at the time fixed pursuant to the State legislation.

In this subclause the expression "standard time" and "summer time" shall bear the same meaning as prescribed by the State legislation.

4. Wages

- (a) The weekly wage shall be paid as follows:

(i)	Classification		Base rate	4.5%
i)	Grade 1	Packer	365.00	381.43
ii)	Grade 2	Packing Line Operator	378.20	395.20
iii)	Grade 3	Forklift/Operator	396.10	413.90
iv)	Grade 4	Maintenance	417.20	436.00

- (iii) Casuals - A casual employee shall be paid not less than 12 1/2 per cent in addition to the rates prescribed for the various classes of employment provided for in this clause.

- (iv) Junior Employees - shall receive the following percentages of the appropriate adult rate prescribed in this award hereof:

-	Juniors	Percentage
	At 16 years of age	50
	At 17 years of age	60
	At 18 years of age	70
	At 19 years of age	80
	At 20 years of age	90

5. Undertakings

- (a) No Extra Claim - It is a term of this agreement (arising from the decision of the Commission in Court Session in the State Wage Case - 29th May 1991) that the union(s) undertake(s), for the duration of the principles determined by that decision, not to pursue any extra claims, award or overaward, except where consistent with those principles.
- (b) Flexibility of Work -
 - (1) Employees under this award shall be required to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions as well as maintenance duties (subject to required skills) requiring some use of tools.
 - (2) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training. Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee. Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times

6. Meal Interval and Rest Pause

- (i) Meal Break - A meal break shall be allowed for a minimum of twenty five minutes to one hour. An employee shall not be required to work for more than five ordinary hours without a meal break unless otherwise agreed, provided that the time of taking a meal break for a particular day may be varied to meet the needs of the establishment.
- (ii) When and where it can be arranged conveniently by the employer each employee who works more than four hours on any day shall be allowed a Rest Pause of 15 minutes.

7. Overtime

- (a) All overtime shall be paid for at the rate of time and one-half for the first 2 hours and double time thereafter.
- (b) Where, after having left the place of employment, an employee is recalled to work from home, they shall be paid for at least three hours work at the appropriate overtime rate, except where such recall occurs within one hours of the employee's normal commencement hire. In such case overtime rates shall apply until the normal commencement time and then ordinary rates shall be payable.

- (c) An employee who works so much overtime between the termination of the ordinary hours of work on one day or shift and the commencement of the ordinary hours of work on the next day or shift that they has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, they shall be paid at double ordinary rates until they is released from duty for such period, and they shall then be entitled to be absent until they has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of shiftworkers as if 8 hours were substituted for 10 hours when overtime is worked:

- (i) For the purpose of changing shift rosters; or
 - (ii) Where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or
 - (iii) where a shift is worked by arrangement between employees themselves.
- (d) **Compulsory Overtime -**
An employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- (e) Time Off in Lieu of Overtime may be taken by an employee. The amount of time off shall be calculated on the basis of the appropriate penalty rate. This alternative to the payment of penalty rates shall only apply by agreement between the employer and the employee concerned.
- (f) An employee required to work overtime for more than 2 hours without being notified the day before that the employee will be so required to work, shall be paid a meal allowance of \$5.20.

8. Sundays and Holidays

- (i) (a) The days upon which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day are observed and the Union Picnic Day, which shall be held on the last Monday in October each year, together with any other days which shall be proclaimed by the Government as public holidays shall be recognised as holidays and no deduction shall be made from the wages of weekly employees for such holidays if not worked.

- (b) An employee required to work on any of the holidays specified in paragraph (a) of this subclause shall be paid at the rate of double time and a half.
- (c) An employee required to work overtime on a Sunday shall be paid at the rate of double time.
- (ii) Payment for any holiday need not be made in cases where an employee is absent on the last working day prior to the holiday or on the first working day following the holiday unless such absence is due to illness or the action of the employer or is taken with the permission of the employer.
- (iii) An employee discharged, except for misconduct, within fourteen days of any of the holidays specified in paragraph (a) of subclause (i) of this clause, shall be paid for such holiday; provided that such employee has been employed for a period of not less than fourteen days immediately prior to the date of the employee's discharge.

9. Annual Leave

See Annual Holiday Act 1944

During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed in Clause 4, Wages.

The loading shall be as follows:

- (a) Day Worker - An employee who would have worked on day work only had they not been on leave - a loading of 17 and half per cent.
- (b) Shift Worker - An employee who would have worked on shift work had they not been on leave - a loading of 17 and half per cent. provided that where the employee would have received shift allowances prescribed by this award had they not been on leave during the relevant period and such allowances would have entitled him to a greater amount than the loading of 17 and half per cent, then the shift allowances shall be added to the rate of wage prescribed by Clause 4, Wages, in lieu of the 17 and half per cent loading. Provided further that if the shift allowances would have entitled him to a lesser amount than the loading of 17 and half per cent then such loading of 17 and half per cent shall be added to the rate of wage prescribed by the said Clause 4 in lieu of the shift allowances.

The loading prescribed in this clause shall not apply to proportionate leave on termination.

10. Long Service Leave

See Long Service Leave Act 1955

11. Sick Leave

- (i) An employee who is absent from work by reason of personal illness or injury, not being illness or injury arising from the employee's misconduct or default or from an injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
 - (a) The employee shall not be entitled to paid leave of absence unless they have been in the service of the employer concerned for at least one month immediately prior to such absence.
 - (b) The employee shall not be entitled to paid leave of absence for any period in respect of which they are entitled to workers' compensation.
 - (c) The employee shall notify the employer prior to the time of commencement of their work.
 - (d) The employee shall furnish to the employer such reasonable evidence as the employer may desire that they was unable, by reason of illness or injury, to attend for duty on the day or days for which sick leave is claimed.
 - (e) The employee shall not be entitled during the first year of service to leave in excess of thirty-eight hours of ordinary working time and not more than sixty-one hours in respect of subsequent years of service.
 - (f) During the first six months of employment with an employer the employer shall not be liable to pay the employee for more than three and one-third hours absence owing to ill-health or accident in respect of each completed month of employment with that employer.
- (ii) The rights under this clause shall accumulate from year to year so long as the employment continues with the employer so that any part of sick leave which has not been allowed in any one year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment. Any rights which accumulate, pursuant to this subclause, shall be available to the employee for a period of twelve years, but for no longer, from the end of the year in which they accrued.
- (iii) For the purposes of this clause continuous service shall be deemed not to have been broken by:

- (a) Any absence from work on leave granted by the employer; or
 - (b) Any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall in each case be upon the employee.
- (iv) Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year under paragraph (e) of subclause (i) of this clause, but shall not be taken into consideration in arriving at the period of accumulated leave.
 - (v) Accumulated sick leave at the credit of an employee at the commencement of this award shall not be affected or reduced by the operation of this clause.

12. Mixed Functions

- (i) An employee directed to perform work or to relieve in a higher grade shall, whilst so employed, be paid at the rate prescribed by this agreement for the employee they is relieving provided that where an employee performs work in a higher grade for more than four hours on any one day or more than a total of twenty hours in any one week, such employee shall be paid the higher rate for the whole of such day or the whole of such week as the case may be.
- (ii) An employee, who is required to perform work of a lower grade than that upon which they usually is employed and who performs such lower grade of work for the greater part of the week, shall suffer no reduction in his wages by reason of doing the lower grade of work.

13. Conditions of Employment

A. Engagement - Subject to the following conditions the engagement of all employees under this agreement shall be on the basis of either weekly employment or casual employment. Employees shall be notified prior to engagement under which category they are employed.

(i) Weekly Employees -

- (a) Probationary Period of Employment - All new weekly employees shall be employed under a probationary period of three months commencing from the date of engagement. During this period a new employee will be properly instructed on the tasks and requirements of the position to be filled. During the probationary period employment shall be on a day to day basis and the employee's employment may be terminated by either the employer or the employee at the end of any day or shift without notice.

(ii) Casual Employees -

- (a) Where a casual employee works on any day Monday to Sunday in excess of the number of ordinary hours worked by weekly employees shall be time and a half for the first two hours and double time thereafter.

B. Termination -

- (i) Weekly employees - Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be.

No such notice shall be given to an employee at the time of commencing their annual holidays or long service leave or during the currency of such holidays or leave.

- (ii) Casual Employees - Employment shall be terminated by one hour's notice on either side given at any time during the week or by payment or forfeiture of one hour's ordinary pay as the case may be.

- (iii) Instant Dismissal - the employer shall have the right to dismiss any employee without notice for serious and wilful misconduct and, in such cases, the wages shall be paid up to the time of dismissal only.

C. Stand Down -

None of the above shall affect the right of the employer to deduct payment for any day the employee cannot be usefully employed because of any strike or though any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

14. Time and Payment of Wages

- (i) All wages shall be paid for weekly . Such payment shall be made on the same day of each week, which shall not be and shall be made up to and indicating at least the third day preceding the day of payment.

- (1) Where employment is terminated an employee shall be paid forthwith all ordinary wages due and shall be paid all overtime and other moneys due within seven days of the date of termination of employment.

- (2) Wages shall be paid by electronic funds transfer. Provided that additional costs associated with the introduction and operation of

electronic funds transfer shall be paid by the employer.

15. Bereavement Leave

- (i) A weekly employee shall on the death within Australia of the husband, wife, father, mother, child, brother, sister, stepchild, mother-in-law or father-in-law, grandparent or grandchild of the employee be entitled to leave up to and including the day of the funeral of such relation. Such leave for a period not exceeding two days in respect of any such death shall be without loss of any ordinary pay which the employee would have received if they had not been on such leave.
- (ii) The right to such paid leave shall be dependant on compliance with the following conditions:
 - (a) The employee shall give the employer notice of their intention to take such leave as soon as reasonably practicable after the death of such relation.
 - (b) Satisfactory evidence of such a death shall be furnished by the employee to their employer if required.
 - (c) The employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of leave entitlement under this award or otherwise.
- (iii) For the purpose of this clause the words "husband" or "wife" shall include a person who was living with the employee as a de facto husband or wife immediately prior to the death of the person.

16. First-Aid

Adequate first-aid appliances shall be kept on the premises of each employer and shall be maintained at all times ready for use.

17. Protective Clothing

When an employee requests a uniform the same shall be provided by the employer and shall be laundered by the employer at the employer's expense. Provided that, where by mutual agreement the laundering is done by the employee or the employer having refused, neglected or failed to launder the articles and laundering is done by the employee, the employee shall be paid an allowance of \$2.50 per week for a full time employee; casual and part time employees shall be paid \$1.25 per week.

18. Washing Times

Employees who come into contact with flour shall be allowed 5 minutes for washing before ceasing time on the termination of the day's work.

19. Jury Service

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

An employee shall notify their employer as soon as possible of the date on which they are required to attend for jury service. Further the employee shall give their employer proof of his attendance, the duration of such attendance and the amount received in respect of such jury service.

20. Settlement of Disputes and Grievances

- (i) Procedures relating to disputes & grievances of employee(s):
- (a) The employee is required to notify (in writing or otherwise) the Supervisor as to the substance of the grievance, request a meeting with the Supervisor for discussions and state the remedies sought. This meeting shall take place within two (2) working days of the issue arising (weekends and holidays excepted).
 - (b) If agreement is not reached between the employee and the Supervisor, the matter shall then be referred by the Supervisor to Plant Manager no later than three working days after the period stated in paragraph (a) of this sub-clause (weekends and holidays excepted). The Plant Manager will meet with the employee within two (2) working days (weekends and holidays excepted).
 - (c) At the conclusion of the discussion, the Plant Manager must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (d) Whilst a procedure outlined in paragraphs (a), (b), (c) and (d) of this subclause are being followed, normal work must continue.
 - (e) The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purposes of step (d) of the procedure.
 - (f) If the matter still can not be resolved, the matter may be referred to the Industrial Relations Commission of New South Wales.

- (a) Where a question, dispute or difficulty arises concerning an employee's job performance or breach of company policy, a meeting shall take place between the Supervisor and the employee, at which attempts will be made to clarify the area of concern or breach of company policy and will be documented; a program of remedial action will be formulated, e.g. retraining, and a date of review will be set.
- (b) If resolution is not reached or there is a recurrence of the matter or a further infringement, a meeting shall be arranged between the employee and the Plant Manager at which attempts will be made, in the presence of the union delegate or independent witness, to clarify the area of concern or breach of company policy and will be documented; a program of remedial action will be formulated, e.g. retraining, and a date of review will be set.
- (c) If resolution is not reached or there is a recurrence of the matter or a further infringement, a further meeting shall be arranged between the employee and the Plant Manager at which attempts will be made, in the presence of the union delegate or independent witness, to clarify the area of concern or breach of company policy and will be documented, a program of remedial action will be formulated, e.g. retraining, and a date of review will be set. Further the employee will be reminded of the seriousness of the situation and warned that a further infringements may result in the termination of the employee.
- (d) While the procedure outlined in this clause are being followed, normal work must continue.

21. Area, Incidence and Duration

This is an enterprise agreement made pursuant to the NSW Industrial Relations Act 1991 in accordance with the provisions of section 115 -142 of the said Act.


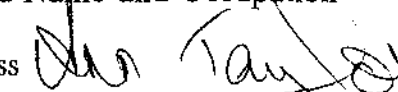
This agreement shall be known as the Naytura Enterprise Agreement.

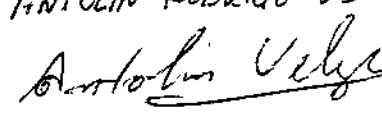
This agreement replaces the Grocery Products Manufacturing (State) Award and the Metals and Engineering (NSW) Interim Award as well as all variations thereof.


The parties bound by this agreement are Woolworths Limited trading Chisholm Manufacturing and the employees engaged in the classifications described in Clause 4, Wages, in this agreement who work in the Naytura Food Packaging Plant at Homebush, a division of Chisholm Manufacturing.

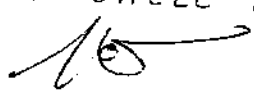
It shall take effect from the beginning of the first pay period to commence on or after ratification and shall remain in force for a period of 18 months.


This agreement was not entered into under duress by any party to it.
Signed for and on behalf of Naytura Ltd


Signature 
Printed Name and Occupation JOSEPH DEGABRIELE - INDUSTRIAL RELATIONS MANAGER
Witness 
Date 14-9-93


Signed By ANTONIN RODRIGO VELIZ
Signature 
Printed Name and Occupation ANTONIN RODRIGO VELIZ. MACHINE OPERATOR.

Signed By EMANUEL TABENE
Signature 
Printed Name and Occupation FORKLIFT. DRIVER.

Signed By MICHELE TERNEL
Signature 
Printed Name and Occupation LINE PACKER

Signed By Ewa Wojciechowska
Signature 
Printed Name and Occupation LINEPACKER.

Signed By MAREK WOJCIECHOWSKI
Signature 
Printed Name and Occupation MAINTENANCE

Signed By
Signature
Printed Name and Occupation LISA REARDON INDUSTRIAL OFFICER.
Witness 
Date 14/9/93