

ENTERPRISE AGREEMENT

NO: E.A. 241 /1995

DATE REGISTERED: 10-7-95

PRICE: \$ 42-00

ENTERPRISE AGREEMENT

between

**CCD ANIMAL HEALTH - A Division of RIDLEY AGRIPRODUCTS
PTY LTD** ACN 006 544 145 (formerly known as BARASTOC STOCKFEEDS PTY. LTD.

ACN 006 544 145)

and the

**CLERICAL AND WAREHOUSE/TRANSPORT EMPLOYEES OF
THE COMPANY**

to establish the

CCD ANIMAL HEALTH ENTERPRISE BARGAINING AGREEMENT 1995

1. TITLE

This document shall be known as the CCD Animal Health Enterprise Bargaining Agreement 1995 (the Agreement).

2. ARRANGEMENT

<u>Clause No.</u>	<u>Title</u>
1.	Title
2.	Arrangement
3.	Application of Agreement
4.	Parties Bound
5.	Date and Period of Operation
6.	Relationship with Parent Awards
7.	Aims and Objectives of the Agreement
8.	Workplace Consultation
9.	Measures to Achieve Gains in Productivity, Efficiency and Flexibility
10.	Wage Increases
11.	No Extra Claims
12.	Grievance and Disputes Procedure
13.	Disciplinary Procedure
14.	Not to be Used as a Precedent
15.	Monitoring and Renewal of Agreement
16.	Endorsement of Memorandum of Understanding

3. APPLICATION OF AGREEMENT

The Agreement shall apply to the CCD Animal Health operations located at 351 Wentworth Ave., Pendle Hill NSW in respect of the employees of the Company employed under the terms of the Transport Industry - Mixed Enterprises Interim (State) Award, Transport Industry Mixed Enterprises Wages (State) Award and the Clerks (State) Award.

RB *JM* *A VAH*

4. PARTIES BOUND

The parties to the Agreement are:-

- (a) CCD Animal Health - A Division of Ridley Agriproducts Pty. Ltd. (formerly known as Barastoc Stockfeeds Pty. Ltd.) (**the Company**); and
- (b) The CCD Animal Health Works Committee who represent all clerical and warehouse/transport employees of the Company at the Pendle Hill site who are employed in the following occupations:-

"Clerks", (currently Grades 1 and 2) who are performing clerical tasks under the Clerks (State) Award;

"Transport Workers", (currently Grade 3) who are performing the tasks of driving and of loading and unloading and work incidental thereto under the Transport Industry - Mixed Enterprises Interim (State) Award.

5. DATE AND PERIOD OF OPERATION

The Agreement shall operate from the first full pay period commencing on or after the date of its registration under the Industrial Relations Act 1991.

The **C.C.D. Animal Health Enterprise Bargaining Agreement 1995** will operate for a period of two years.

6. RELATIONSHIP WITH PARENT AWARDS

The Agreement should be read and interpreted wholly in conjunction with the Transport Industry - Mixed Enterprises Interim (State) Award, Transport Industry Mixed Enterprises Wages (State) Award and the Clerks (State) Award (the Award), provided that where there is any inconsistency between the relevant Award and the Agreement and any changes introduced under the terms of the Agreement, the Agreement and the changes made thereunder shall take precedence over the Award.

7. AIMS AND OBJECTIVES OF THE AGREEMENT

The parties agree to co-operatively implement the terms of this Agreement and thereby achieve the following aims and objectives:-

- (a) Establish an **Enterprise Agreement** under Division 2 of Part 3 - Chapter 2 of the Industrial Relations Act 1991(NSW) which will apply to all current and future employees of the Company.
- (b) To prescribe within the terms of **the Agreement** provisions that will:
 - (i) Formally put in place workplace consultative mechanisms between management and the employees. To this end the parties will recognise and utilise the established Enterprise Bargaining Committee (E.B.C.); and
 - (ii) Increase the efficiency, productivity and operating profitability of the Company; and
 - (iii) Improve the wages paid to employees as a consequence of the achieved improvements in productivity, efficiency and profitability.
- (c) Co-operatively review the existing terms and conditions of employment at the site as part of application of **the Agreement** in order to establish greater flexibility in work arrangements and staff utilisation so that the needs of the Company and the requirements of customers are better met. To this end the E.B.C. will, during the life of **the Agreement**, regularly review site conditions arrangements and reach agreement on appropriate work practice changes. E.B.C. agreements will be implemented and operate within the scope of **the Agreement**.
- (d) The introduction and application of the principles of Total Quality Management (T.Q.M.)
- (e) Employees will co-operatively assimilate new technology, associated skills development programs and related work practice changes.

8. WORKPLACE CONSULTATION

The parties have established an Enterprise Bargaining Committee (E.B.C.) for the purpose of negotiating the new **C.C.D. Animal Health Enterprise Bargaining Agreement 1995**. The initial work of the E.B.C. shall be complete upon the commencement of operation of the new Agreement.

Following the commencement of operation of **the Agreement** the E.B.C. shall be responsible for the on-site implementation of its terms. This responsibility will be in addition to any other obligations and responsibilities of the E.B.C. arising from its constitution.

The parties agree to review the structure and constitution of the E.B.C. so as to ensure that the procedures of the Committee operate effectively in pursuit of the terms of **the Agreement**.

The E.B.C. shall consider a broad agenda of items under **the Agreement** relating to improvements in productivity, efficiency and profitability and discussions shall take place with a view to providing more flexible working arrangements, improving the quality of the working life, enhancing skills, training to assimilate new technology and new machinery, improved job satisfaction and positively contributing to the process of continuous improvement at the business and the pursuit of the principles of T.Q.M.

Matters raised by the Company and the employees will be considered where they are consistent with the aims and objectives and/or spirit of **the Agreement**.

The Consultative process under **the Agreement** will be a mechanism through which all employees may become involved in, and positively contribute towards managements decision making process. However, managerial prerogative is acknowledged.

Any dispute arising from implementation of the aims and objectives of **the Agreement** that cannot be resolved by consultation through the E.B.C. shall be processed in accordance with the Disputes Procedure of the new Agreement.

9. MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY , EFFICIENCY AND FLEXIBILITY

There are **three stages** of measures to achieve gains in productivity , efficiency and flexibility agreed to between the parties which are designed to achieve the targeted aims and objectives of the Agreement.

Stage One

Through the preliminary work of the E.B.C. a number of work practice changes have already been identified and, in some cases, implemented. These work practice changes are set out in **Attachment 'A' to the Agreement** and form part of the changes implemented under the terms of the Agreement.

Stage Two

Stage Two of the Agreement involves the introduction of the following specific work practices changes at the site:

1. Rates of Pay and Allowances

The employees "**overaward payments**" i.e. the difference between the employees award rate of pay for ordinary hours of work and his/her ordinary pay, will be retained. Such overaward payments are deemed to incorporate any additional allowances that may be payable from time to time under the terms of Table 2 of PART B of the Clerks (State) Award or Table 2 or Table 3 of PART B of the Transport Industry Mixed Enterprises Wages (State) Award or any award provision that replaces such terms.

2. Overtime

- (a) Except as prescribed in (b), overtime worked by employees will be paid for at the overtime rate prescribed by the award.
- (b) In the performance of certain specific tasks, such as packing product, gardening and interstate travel, the Company and an employee can agree that the employee will perform such tasks in overtime and be paid for such work at a single time rate of pay only. It is recognised by the parties that such an agreement would benefit the Company in terms of cost saving and benefit the employee by allowing him/her to earn income for work that would normally not be offered and would possibly be contracted out to other parties.

3. Ordinary Hours of Work

Employees shall work an average of 38 ordinary hours per week in accordance with the following methods of implementation:-

- (a) (i) Employees covered by the Transport Industry - Mixed Enterprises Interim (State) Award will be paid eight ordinary hours exclusive of unpaid meal breaks for each of the 19 days on which such ordinary hours are worked in a 4 week cycle. The unpaid meal break during ordinary hours is to be a minimum of 30 minutes and a maximum of 60 minutes as agreed between the Company and an individual employee.
- (ii) Employees covered by the Transport Industry - Mixed Enterprises Interim (State) Award will be entitled to one rostered day off (R.D.O.) per month. The maximum number of R.D.O.'s to be accumulated at any one time will be two. Any R.D.O. not taken within two months of it falling due will be paid out by the Company at single time rates of pay.
- (b) Employees covered by the Clerks (State) Award will be given a choice of working their ordinary hours of work either:
 - (i) In accordance with the conditions prescribed in 3(a) above; or
 - (ii) By being at work for eight hours each day and be paid for 7 hours and 36 minutes of ordinary working time and have a 24 minute unpaid meal break. Such employees will not be eligible for an R.D.O.

4. Sick Leave

- (a) New family leave provisions (as set out in **Attachment 'B'**) shall be available so that an employee can use there sick leave entitlements to care for sick family members.
- (b) Unused sick leave for a sick leave year completed after the commencement of this Agreement will be accumulated of a maximum period of four years.
- (c) The number of sick leave days per year shall be 5 days (one week) in the first year of employment and 8 days (one week and three days) in the second and subsequent years.

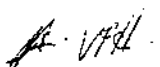
Stage Three

The Aims and Objectives of this Agreement, which are set out in Clause 7, are to be principally achieved under **Stage Three** during the 24 month life of the Agreement.

Stage Three involves the parties identifying, testing and introducing measures that are to achieve continuous improvement at the site resulting in real, significant and sustainable gains in productivity, efficiency and profitability.

Flexible conditions of employment arrangements and work practice changes are to be agreed upon between the parties and then implemented by the Company either within the scope of existing award provisions (where they permit) or in accordance with the provisions of Clause 3A, Enterprise Arrangements, or Clause 3B, Labour Flexibility, of the Clerks (State) Award and/or in accordance with the provisions of Clause 5, Award Modernisation of the Transport Industry - Mixed Enterprises Interim (State) Award or in accordance with the Enterprise Agreement provisions of the Industrial Relations Act, 1991.

Any difficulties with the implementation of the above provisions will be dealt with in accordance with the disputes procedure of this Agreement, however the employees cannot unreasonably withhold their consent to the introduction of work practice changes as envisaged by this clause. If employees unreasonably withhold their consent the Company would be entitled to withhold payment of the next wage increase instalment(s) due under Stage Three of Clause 10, Wage Increases.



10. WAGE INCREASES

The Agreement provides wage increases to reflect the changes referred to under Clause 9.

The wage increases prescribed by this clause shall be applied to an employee's ordinary pay rate. "Ordinary pay" shall mean the employee's award rate plus overaward payment. The ordinary pay rate for each employee prior to the Agreement is recorded in a written form in the wages records of the Company which will be maintained at the Company's office.

Stage One

Employees shall receive a **Stage One** wage increase of 3% in ordinary pay from the beginning of the first full pay period commencing on or after 1 July 1994.

This wage increase is payable to employees in consideration for the establishment of the Agreement and the work practice changes set out in the Attachment "A" hereto and shall be regarded as the initial wage increase of the Agreement.

Employees covered by this Agreement at the date of registration will be paid the ordinary pay rate calculated in accordance with **Stage One** on and from 1 July 1994 or the date of employment, which ever is the later.

Stage Two

Stage Two increase shall be as follows:

An increase of 2% in ordinary pay from the beginning of the first full pay period commencing on or after the date of registration of the Agreement under the Industrial Relations Act 1991.

This increase is in return for the implementation of the additional work practice changes introduced under Stage Two of this Agreement as set out in Clause 8.

Stage Three

After the completion of **Stage One** and **Stage Two** the following productivity-linked wage increases will be made to employees subject to the satisfactory implementation of the provisions of Stage Three of Clause 9.

Wage increases linked to productivity

There shall be four (4) productivity linked wage increases under Stage Three of the Agreement and they shall be as follows:-

- (1) 6 months after the commencement of the Agreement employees shall receive a 1% increase in ordinary pay.
- (2) 12 months after the commencement of the Agreement employees shall receive a further 1% increase in ordinary pay.
- (3) 18 months after the commencement of the Agreement employees shall receive a further 1% increase in ordinary pay.
- (4) 24 months after the commencement of the Agreement (that is at the end of the life of the Agreement) employees shall receive a final 1% increase in ordinary pay.

Any wage increase arising from a decision of the Industrial Relations Commission of New South Wales concerning "safety net adjustments" or minimum wage increases shall be absorbed into and/or be offset against the wage increase prescribed by this clause.

11. NO EXTRA CLAIMS

It is a term of the Agreement that there will be no extra claims, either in relation to wage increases or improved conditions of employment, by the employees or by any Union representing or purporting to represent the employees, for the life of the Agreement

12. GRIEVANCE AND DISPUTES PROCEDURE

The parties to the Agreement shall observe the following Grievance and Disputes Procedure:

The aim of this procedure is to ensure that during the life of the Agreement, industrial grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace. When a dispute or grievance arises the following steps are to be followed:

- Step 1.** The matter shall be discussed between the employee and the supervisor involved. If the matter remains unresolved follow Step 2
- Step 2.** The matter shall be discussed with the employee and a representative, nominated by the employee (if requested by either party), and the supervisor involved. If the matter remains unresolved follow Step 3.
- Step 3.** The matter shall be discussed with the employee and a representative, nominated by the employee (if requested by either party), the supervisor and the appropriate Department Manager. If the matter remains unresolved follow Step 4.
- Step 4.** The matter shall be referred to the EBC by having it added to the agenda of its next meeting and discussed in accordance with the EBC's agreed procedures

Either party can decide to refer a matter to the EBC at any stage prior to Step 4.

Where it is agreed by the parties, Steps 1-4 may be conducted concurrently

If the matter remains unresolved follow Step 5.

- Step 5.** Emphasis shall be placed upon a negotiated settlement. However if the above negotiation process is exhausted without the issue of the dispute being resolved the general manager shall arrange for the matter to be referred to the NSW Industrial Relations Commission for its assistance.

All parties shall give due consideration to matters raised by, or any suggestion or recommendation made by the Industrial Relations Commission with a view to the prompt settlement of the dispute.

Any order of the Industrial Relations Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.

In order to allow for the peaceful resolution of grievances the parties shall be committed to avoiding stoppages of work, lockouts, lockouts and any other bans or limitations on the performance of work while the procedures of negotiation and conciliation (and, where applicable, arbitration) are being followed.

The Company shall ensure that all practices applied during the operation of this procedure are in accordance with safe working practices at the workplace.

13. DISCIPLINARY PROCEDURE

the parties to the Agreement shall observe the following Disciplinary Procedure:-

Disciplinary Procedure - Relating to Poor Work Performance or Unsatisfactory Conduct

Without limiting the scope of application of this procedure "poor work performance or unsatisfactory conduct" it shall include the following:-

- * Unacceptable work quality
- * Unsafe work practices
- * Wilfully failing to abide by reasonable and lawful directions
- * Excessive absenteeism
- * Abuse of sick leave entitlement

Where it is alleged an employee's work performance or conduct is poor or unsatisfactory standard the following procedure may be adopted:-

(1) Interview Process

An interview of the employee should be conducted by the Company's representative. It is appropriate for another member of management to be present as well as a nominated or responsible employee acceptable to the employee being disciplined if requested by the employee or the Company. At the time of the of the interview the employee should be informed of the nature of the problem and be given an opportunity to explain his/her actions.

It is suggested that certain details of the interview should be recorded, such as:-

1. Nature of alleged poor work performance or unsatisfactory conduct and the specific details.
2. Date/s of alleged poor work performance or unsatisfactory conduct.
3. Date and time of the interview.
4. Signature of the parties present at the interview.

A copy of this record should be supplied to the employee concerned.

(2) Discipline

If the warning resulting from the initial interview is unsuccessful a further interview similarly constituted should take place.

At that time management should produce further evidence of the continued poor work performance or unsatisfactory conduct and the employee should be given the opportunity to explain his/her continued poor work performance or unsatisfactory conduct.

If the explanation is deemed unsatisfactory management may take disciplinary steps in relation to the employee.

Such disciplinary action may result in dismissal, however in some circumstances it would be appropriate that a further warning be given.

However in some less serious situations appropriate disciplinary measures may include:-

- * Relocation in the workplace;
- * Restriction of Privileges;
- * Admonishments recorded on employee's personal file.

These form of disciplinary measures may be either permanent or of a temporary nature, in which case previous entitlements may then be restored provided the employees work performance or conduct has improved in the intervening period.

The employee may nonetheless be dismissed if any of these alternative disciplinary measures are found not to be a satisfactory solution.

(3) Dismissal

(a) Dismissal Following Disciplinary Procedure

The employee should be notified in writing of the dismissal and the reasons for same.

(b) Instant Dismissal

The above procedures dealing with poor work performance or unsatisfactory conduct and are not intended to interfere with the right of the employer to dismiss any employee without notice for serious and wilful misconduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty.

In such circumstances the following procedure should be followed:-

- (i) An investigation should be conducted to establish the facts.
- (ii) The employee shall be interviewed in the presence of another member of Management and be informed of the alleged misconduct.

14. NOT TO BE USED AS A PRECEDENT

The Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise

15. MONITORING AND RENEWAL OF AGREEMENT

The parties, through the Workplace Consultative Committee, shall continuously monitor the application of the Agreement to ensure the effective implementation of a commitment to the productivity improvement agreed to in the enterprise bargaining process.

The parties agree that negotiations to review the Agreement will commence two months prior to the expiry date of the agreement.

16. ENDORSEMENT OF MEMORANDUM OF UNDERSTANDING.

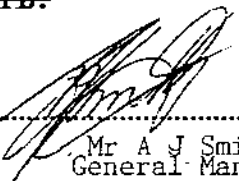
The signatories below accept the terms of the CCD Animal Health Enterprise Bargaining Agreement 1995 and endorse its terms and in so doing declare that the Agreement has not been entered into under duress by any party to it :-

Signed on the 23rd day of MARCH 1995,

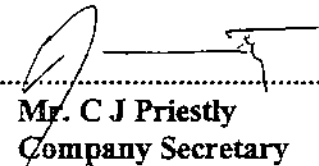
RIDLEY AGRIPRODUCTS P/L

For and on behalf of C.C.D. Animal Health - A Division of ~~BARASTOC STOCKFEEDS PTY. LTD.~~

ACN 006 544 145 *f.*

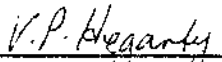

.....
Mr A J Smith (DIRECTOR)
General Manager





.....
Mr. C J Priestly
Company Secretary

Signed on the 23rd day of MARCH 1995,

by the members of the Works Committee:-


.....
Victoria Hegarty


.....
Lesleye Mason


.....
Gregory Brown

ATTACHMENT 'A'

to

**C.C.D. ANIMAL HEALTH ENTERPRISE
BARGAINING AGREEMENT 1995**

ATTACHMENT 'A' - PAGE 1

CCD ANIMAL HEALTH ENTERPRISE AGREEMENT 1995Cost saving initiatives already in place as proposed by employees

1. Improvements in time efficiency eg. relocation of fax machine & photocopier, implementing of P.A. System.
2. Small savings in many areas which amount to considerable savings when added together eg. fuel purchases, dry ice supply, bag supply, use of skid pallets, minimum order restrictions, packaging materials etc.
3. Rearranging of supervisory positions to better utilise staff.
4. Uniforms for all female staff have improved the professional look of the company.
5. A doorbell has been installed on the front door.
6. A mobile phone is to be installed in the new truck to improve communication with the drivers.
7. Vaccine & S4 sections have been reorganised to increase efficiency of compiling orders.

ATTACHMENT 'A' - PAGE 2

23. All relevant employees to be involved in reviewing & checking freight costs.
24. No borrowing is permitted from the cash tin - money for dry ice, postage etc. to be raised from petty cash.
25. Invoices to be updated daily.
26. Full co-operation to be given for internal advice on invoice pricing. Although at times annoying, it will have to continue until a better system is developed.
27. Labelling of goods on shelves & pallet racking to be regularly updated for ease of identification.
28. Employees to consider flexibility of working hours eg. time off in lieu of overtime, time off without pay when workload is light, work sharing & flexidays taken to suit our business cycle.
29. Orders to be taken in for invoicing as soon as they are compiled.
30. Make the effort to follow up on any orders or deliveries to minimise errors & subsequent extra work. Representatives especially need to ensure that all information such as prices quoted, freight arrangements etc. are all supplied.
31. Training courses to be made available to staff on application. This will further improve the multiskilling of employees.
32. End of month sales figures to be made available to employees as an incentive.
33. Priority is to be given to training new staff - training them to excel in their given tasks also enhances the perceived ability of the trainer.
34. Representatives to advise switch when they are leaving & returning to make it easier for referring calls etc.
35. No bad language will be tolerated in mixed company or with regards to any company matters, especially when customers are present.

ATTACHMENT 'A' - PAGE 3

CCD ANIMAL HEALTH ENTERPRISE AGREEMENT 1995Cost Saving Initiatives proposed by employees to be tested & agreed to for implementation

1. When taking phone orders, attempt to write down all the information needed to allow invoicing & delivery to be carried out efficiently, especially in the case of unfamiliar customers.
2. Before ordering check comparative costs of posting & faxing.
3. Improve the precision of pick-ups & deliveries by effective planning, so avoiding where possible multiple trips when one trip is sufficient.
4. Maintain effective communication; Pass on information to all relevant staff with courtesy.
5. All employees to have a positive attitude towards each other & to all people with whom we deal. Each of us is a company representative regardless of our roles - It is the people who are CCD, not the premises.
6. No fiddly orders to be taken without referral to management - these orders tend to cost more than they are worth.
7. Purchasing officer to ensure optimum quantities are ordered - it is more efficient to keep stock on the shelf than to have to order it two or three times. The purchasing officer has the final say.
8. All transport costs to be constantly reviewed, including intercompany freight.
9. The minimum invoice charge is \$60-. The only exceptions are pickups & backorders. Otherwise a \$15- surcharge applies.
10. Use only one cash sale invoice at a time with a running tally. Cash sale customers are to be given a cash sale docket only - a separate docket book to be kept for this purpose (this applies only to pickups).
11. When assembling orders give preference to those being picked up, especially if at short notice.
12. Personal phone calls to be limited as much as possible.
13. Notify the appropriate overseer as early as possible when you are unable to work due to illness.
14. If you are leaving the premises during work hours, notify someone of your whereabouts.
15. Invoices & orders to be mailed twice weekly instead of daily.
16. To save on backorder deliveries first make sure that all goods ordered are in stock. If some are not & must be ordered in then contact customer & check on urgency of delivery. They may well be content to wait until the complete order can be delivered.
17. All goods for pickup to be packed, wrapped, checked & labelled before invoicing. Goods are then to be stamped prior to invoicing, with all relevant information completed.
18. All backorders & orders awaiting supply to be checked daily before any backorders are to go out.
19. Appropriate goods inwards paperwork to be filled in completely & correctly. When damaged goods are delivered there must be immediate action as to what happens with the goods & the decision noted on the goods inwards paperwork - a full description is needed (whether they need to be patched up or sold, returned, credited etc.). Paperwork is then to be stamped & relevant information completed.
20. No orders are to be placed or accepted without order numbers. This only applies to companies & individuals who use order numbers, not ordinary retail customers.
21. Unless otherwise noted on an order, prices are to come directly from price book. This does not apply to intercompany & poultry customers.
22. Keep an updated list of all freight free customers.

ATTACHMENT 'B'

to

**C.C.D. ANIMAL HEALTH ENTERPRISE
BARGAINING AGREEMENT 1995**

FAMILY LEAVE PROVISIONS - ATTACHMENT 'B'

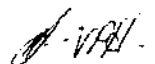
1. Use of Sick Leave

- 1.1 An employee with responsibilities in relation to a class of person set out in 1.3(ii) who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the date of operation of the Agreement for absences to provide care and support for such persons when they are ill, provided that an employee shall be guaranteed at least one week's sick leave.
- 1.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care and support of the person concerned; and
 - (ii) 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 or 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.
- 1.4 An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and their 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 Company by telephone of such absence at the first opportunity on the day of absence.

2. Unpaid Leave for Family Purpose

- 2.1 An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a class of person set out in 1.3(ii) above who is ill.





FAMILY LEAVE PROVISIONS - ATTACHMENT 'B'

3. Annual Leave

- 3.1 To give effect to this clause, but subject to the Annual Holidays Act 1944, an employee may elect, with the consent of the Company, to take annual leave not exceeding five days in any calendar year at a time or times agreed between the parties.
- 3.2 Access to annual leave, as prescribed in paragraph 3.1 above, shall be exclusive of any shutdown period provided for elsewhere under the award.
- 3.3 An employee and the Company may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

4. Time Off in Lieu of Payment for Overtime

- 4.1 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.
- 4.2 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.
- 4.3 The Company shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked under paragraph 4.1 of this subclause where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the Company, an employee must elect within six months of accrual, whether to take overtime worked under 4.1 above as an overtime payment or as time off work at the ordinary time rate of pay.

5. Make-up Time

- 5.1 An employee 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 later time, during the spread of ordinary hours provided in the Award and the Agreement, at the ordinary rate of pay.

6. Grievance Process

- 6.1 In the event of any dispute arising in connection with any part of this clause, such dispute shall be processed in accordance with the dispute settling provisions of this Agreement.

*SM**KD**J. VAA*

PART 4B - MEMBERS OF THE WORKS COMMITTEE

NAME	RESIDENTIAL ADDRESS	TELEPHONE NO.
Victoria Hegarty	17 Barclay Road North Rocks NSW 2151	(02) 872 3830
Lesleye Mason	R379 The Northern Road Orchard Hills NSW 2758	(047) 365 353
Gregory Brown	24 Lockerbie Road Thornleigh NSW 2120	(02) 484 1368