

# ENTERPRISE AGREEMENT

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**CHISHOLM MANUFACTURING PACKAGING DIVISION  
ENTERPRISE AGREEMENT**

**Arrangement**

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## **1. DEFINITIONS**

1.1 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.

1.2 A "weekly employee" shall mean a Full time and Part time employee.

### **1.3 Employee Grade 1 - Packer**

an employee that has undertaken Induction training in the following areas:-

- Information on the Company
- Conditions of Employment
- Introduction to Supervisors and fellow workers
- Plant Layout
- Work and documentation procedures
- Occupational Health and Safety

An employee at this level performs routine duties essentially of a manual nature.

The duties of Grade 1 may include (but are not limited to):-

1. Wrap and/or pack goods, Cleaning duties
2. Maintain simple records
3. Exercises minimal judgement
4. Uses hand trolleys and pallet trucks
5. Works under direct supervision
6. Prepare mixes when required

### **1.4 Employee Grade 2 - Packing Line Operator**

An employee in this grade is an employee who has acquired the level of skills and relevant experience gained as an Employee Grade 1 necessary to accept the additional level of responsibility required to be appointed by the Company to an Employee Grade 2.

The employee shall usually be under general supervision, but shall be willing and competent, to the extent required by the Company, to work without direct supervision and to make decisions on an independent basis.

The duties of Employee Grade 2 may include (but are not limited to):-

1. Interpret instructions and work from procedures.
2. Co-ordinate work in a team environment under general supervision including the giving of advice to Employee Grade 1 employees in respect of their general functions.
3. Responsible for quality of his/her own work.
4. Demonstrate sound interpersonal and communication skills.
5. Setting up printer
6. Cleaning and flushing of the printer

7. Movement of stock around the plant.
8. Order/receive stock and generally deal with suppliers.
9. Answer and respond to telephone enquires.
10. Quality inspection of product
11. Required to use information technology.
12. Loss prevention procedures.

#### **1.5 Employee Grade 3 - Forklift Operator**

is an employee who appointed and is required by the Company to perform work at a higher level of skill and who is required to accept additional responsibilities to those required of a Employee Grade 2.

These additional skills and responsibilities may be exemplified by the necessity to provide specialised technical advice, gained by structured training, provided by and deemed appropriate by the Company to qualify the employee for a vacancy in this grade.

Employees in this grade are capable of and required to assist staff in grades 1 and 2 with operational problems and provide job specific technical training as directed. Employees at this grade will also perform grade 1 & 2 duties when required.

The duties of Employee Grade 3 may include (but are not limited to):-

1. Order assembly
2. Prepare dump bin for pick up
3. Loading of orders for dispatch
4. Receiving & checking of raw materials
5. Issue of Raw materials to Production
6. Operation & minor maintenance of Forklift
7. Preparation of transport documentation

#### **1.6 Employee Grade 4 - Forklift/Maintenance**

is an employee who has advanced skills and knowledge and appointed to this grade by the Company. Employees at this grade will also perform grade 1, 2 & 3 duties when required.

The duties of Employee Grade 4 may include (but are not limited to):-

1. Operate and Control packing machines
2. Schedule packing line operation
3. Supervision of staff
4. Responsible for Site Security
5. Minor Maintenance

## **1.7 Employee Grade 5 - Senior Maintenance in charge**

is an employee who has advanced skills and knowledge gained by the completion of a relevant Trade course and appointed to this grade by the Company. Employees at this grade will also perform grade 1, 2, 3 & 4 duties when required.

The duties of Employee Grade 5 may include (but are not limited to):-

1. Identify and initiate any repairs and maintenance within the skill, competence and training of the employee
2. Supervision of staff
3. Responsible for Site Security

## **2. ENGAGEMENT, PAYMENT AND TERMINATION**

**2.1** Upon engagement an employee will be informed by the Company of their basis of employment, i.e. full-time, part-time or casual.

### **2.2 Probationary Period**

Employment of full-time, part-time and casual employees during the first 3 months of service shall be probationary.

### **2.3 Proof of Age**

Upon the engagement of an employee, such employee, if required to do so, must furnish a birth certificate. When an employee cannot prove age in the ordinary way a passport, military or naval discharge or Consular document or statutory declaration shall be proof of age.

### **2.4 FULL-TIME EMPLOYEES**

**2.4.1** Means a weekly employee who works 152 hours in any 4 week cycle.

**2.4.2** The minimum daily engagement shall be 4 hours.

**2.4.3** The maximum daily engagement shall be 11 hours (exclusive of meal breaks).

**2.4.4** The maximum number of starts in any week shall be 5 except where an employee works 6 days, pursuant to Clause 3.3.3.

**2.4.5** The hourly rate shall be equal to the weekly rate divided by 38.

## 2.5 Part time Employees

### 2.5.1 Hours

A Part-time employee may be engaged to work a regular number of hours. These hours shall not be less than 40 hours per 4 week cycle nor more than 140 hours in a 4 week cycle.

2.5.2 The minimum daily engagement shall be 3 hours.

2.5.3 The maximum daily engagement shall be 11 hours (exclusive of meal breaks).

2.5.4 The maximum number of starts in any week shall be 5 except where an employee works 6 days, pursuant to Clause 3.3.3.

### 2.5.5 Rate of Pay and Agreement Provisions

Part-time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty-eight. The provisions of this agreement with respect to sick leave, holidays, loadings and weekend penalties shall apply to part-time employees on a pro rata basis.

### 2.5.6 Additional Hours

Notwithstanding the above provisions a part-time employee may be offered hours, on a voluntary basis, which are in addition to the employee's regular rostered hours provided that such additional hours are:-

- (a) not in excess of daily or weekly maximum hours elsewhere provided in this agreement without the payment of overtime.
- (b) in accordance with the relevant roster principles and
- (c) paid at the stipulated casual hourly rate of pay plus 1/12th loading, which shall be in lieu of annual leave, ~~sick leave~~ or any other forms of leave for such hours worked. *SM*

## 2.6 Casual Employees

2.6.1 Casual employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by thirty-eight plus 12 1/2 per cent with a payment on any engagement of a minimum of two hours and a maximum of eleven hours.

2.6.2 A maximum of 5 days in any week unless by agreement an employee is willing to work 6 days.

2.6.3 Start times may be changed, if contact is made, prior to the employee's arrival for work.

2.6.4 A casual shall not receive a penalty upon a penalty. This is meant to apply where a casual employee receives the appropriate loading in addition to the hourly rate and should the casual go into overtime or into a period where an additional loading applies, then the appropriate hourly rate would be the ordinary rate plus the higher of either the overtime rate or loading as opposed to the casual rate but not both.

## 2.7 TEMPORARY WEEKLY EMPLOYMENT

2.7.1 The Company may engage temporary weekly employees.

2.7.2 A temporary weekly employee is an employee who is engaged for a specific period of not more than 52 weeks nor less than 1 week at any one engagement.

2.7.3 A temporary weekly employee may be engaged to coincide with recognised heavy trading periods such as Easter and Christmas and periods where regular employees are taking authorised leave.

2.7.4 A temporary weekly employee shall receive all the benefits which apply to a weekly employee and shall be paid a proportionate annual leave entitlement at the time of termination.

2.7.5 Notwithstanding anything else contained in the Agreement, a temporary weekly employee is not entitled to paid sick leave unless the employee remains employed with the Company for 6 weeks or more.

The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the Company until the employee completes such three months of employment or terminates their employment, at which time the payments shall be made.

2.7.6 At the time of engagement a temporary weekly employee shall be advised of the duration for which the employee is to be employed, the employee shall be given a roster and the conditions under which the employee shall be engaged.

## **2.8 Time and Payment of Wages**

### **2.8.1 Weekly Payment via E.F.T.**

All wages shall be paid weekly via electronic funds transfer in arrears. In the case of weekly employees the wage paid will be calculated as an average of the ordinary hours for the 4 week cycle. Provided that additional costs associated with the introduction and operation of electronic funds transfer shall be paid by the Company.

### **2.8.2 Termination Pay**

Where employment is terminated an employee shall be paid all ordinary wages due and all overtime and other monies due within seven days of the date of the termination of employment.

### **2.8.3 Pay Day**

The Company shall pay wages within three days of the end of each pay period provided that:-

- (a) Where a public holiday falls between the end of the pay period and the normal pay day, wages may be paid within four days from the end of the pay period.

## **2.9 Continuous Service**

Shall for the purpose of leave accruals include all service with the Company from the date of engagement, but shall not include in any anniversary year of accrual:-

### **2.9.1 Unauthorised absences of more than one week**

### **2.9.2 Authorised unpaid absences of more than one week as provided in clause 15 Leave of Absence of this agreement**

### **2.9.3 Any authorised unpaid absence of more than one week due to sickness or accident**



## 2.10 Unfair Dismissals

Termination of employment by the Company shall not be harsh, unjust or unreasonable, whether notice has been given to the employee or not.

Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

## 2.11 Termination of Employment -

### 2.11.1 Termination for Misconduct

In the case of misconduct justifying instant dismissal an employee may be instantly dismissed.

### 2.11.2 Notice of termination by the Company

- (a) In all other cases to terminate the employment of an employee the Company shall give to the employee the following notice:

Period of continuous service	Period of notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice prescribed in subparagraph (a) hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in subparagraphs (a) and/or (b) hereof shall be made if the appropriate notice period is not given.

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (d) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employment not been terminated shall be used.

- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.
- (f) 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.

### **2.11.3 ABANDONMENT OF EMPLOYMENT**

The absence of an employee from work for a continuous period exceeding 5 working days, without the consent of the Company and without notification to the Company, shall be taken that the employee has abandoned employment and the Company will be entitled to treat the employment as having been terminated.

### **2.11.4 Notice of Termination by the employee**

The notice of termination required to be given by an employee shall be the same as that required of an Company, save and except that there shall be no additional notice based on the age of the employee concerned.

If an employee fails to give notice the Company shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

### **2.11.5 Termination whilst on Sick Leave**

Employment shall not be terminated, except for misconduct, while the employee is legitimately absent from duty on accrued sick leave.

### **2.11.6 Termination Immediately Prior to Holiday**

Subject to Clause 11, Public Holidays, an employee after more than two weeks employment whose employment is terminated by the Company on the business day preceding a holiday or holidays, other than for misconduct, shall be paid for such holiday or holidays.

### **2.11.7 Termination Prior to Christmas**

Notwithstanding the provisions of 2.11.6 an employee engaged on or after 1 December in any year whose employment finishes before Christmas Day and who is not re-employed within four weeks of Christmas Day by the same Company is not entitled to payment for the Christmas holidays.

#### **2.11.8 Certificate of Service**

An employee who has been employed for not less than one month, on leaving or being discharged shall, upon request, be entitled to a statement in writing containing the date when the employment began the date of termination. The statement shall be the property of the employee and shall be returned unnoted by any subsequent employer, within seven days of the engagement.

#### **2.12 CONFIDENTIAL INFORMATION**

Any trade secret, business information or other like information whether documented or not of a confidential nature gained by the employee during the course of employment, shall not, without the specific authority of the Company, be passed on to any person who would be in a position to use such information to the detriment of the Company. Nor shall such information be used for the personal benefit of the employee.

#### **2.13 OTHER EMPLOYMENT**

Employees must not, without the written consent of the Company, undertake other paid employment which will conflict with the interests of the Company, or which may impair their ability to complete their normal work, to the full satisfaction of the Company.

### **3. HOURS - ROSTERING PRINCIPLES**

- 3.1 The ordinary hours of work of employees shall not exceed an average of thirty-eight hours per week averaged over a maximum of 4 weeks, Monday to Sunday.

3.2 Weekly employees on engagement shall be notified of their roster, which shall specify:

- (a) the quantum of ordinary hours to be worked each week;
- (b) the days of the week on which such work is to be performed; and
- (c) the commencing and ceasing times of such hours of work for each day of the week on which work is to be performed.

Subject to changes in the event of an emergency, the above (a), (b) and (c) shall not be changed except:

- upon not less than seven days notice or
- by agreement between the employee and the Company.

3.3 All weekly employees shall be rostered their ordinary hours of work on any five days of the week, Monday to Sunday inclusive, on the following basis:

3.3.1 The minimum number of ordinary hours which may be worked on any one day shall be for full-time employees 4 hours and part-time employees 3 hours. The maximum number of ordinary hours which may be worked on any one day shall be 11 hours.

3.3.2 The maximum number of hours a full-time employee may be rostered in any week shall be 54.

3.3.3 Provided that ordinary hours may be worked on 6 days in one week if in the following week ordinary hours are worked on not more than 4 days.

3.4 There shall be not less than a 10 hours break between finishing work (including overtime) on one day or shift and the commencement of work on the next day or shift. If on the instructions of the Company such an employee resumes or continues to work without having such period off duty, the employee shall be paid at the appropriate overtime rate until released from duty for such period, and such employee shall then be entitled to be absent until the employee has had such period off duty, without the loss of pay for ordinary working time occurring during such absence.

3.5 Weekly employees who are unable to work a part of their rostered hours due to some unforeseen pressing family matter, may be allowed, at the employee's initial option, with the mutual agreement of the Factory Supervisor make up the number of hours lost, at some arranged time convenient to the Company, within the next 28 days.

#### 4. LOADINGS FOR CERTAIN ORDINARY HOURS

4.1 All ordinary hours worked by employees on Saturday between 6.00 a.m. and 6.00 p.m. shall be paid an additional loading of 25 per cent.

4.2 All ordinary hours worked by employees on Sunday between 6.00 a.m. and 6.00 p.m. shall be paid an additional loading of 50 per cent.

4.3 The loadings prescribed below shall be paid for such ordinary hours worked:-

- 4.3.1 Monday to Friday
  - 15 % - from 6.00 p.m. to midnight
  - 30 % - from midnight to 6.00 a.m.
- 4.3.2 Saturday
  - 50 % midnight Friday to 6.00 a.m. Saturday & 6.00 p.m. Saturday to midnight Saturday.
- 4.3.3 Sunday
  - 100 % midnight Saturday to 6.00 a.m. Sunday & 6.00 p.m. Sunday to midnight Sunday.

The loadings prescribed in this clause are in substitution for and not cumulative upon other loadings prescribed by this agreement and shall not be taken into consideration in calculating any payment for overtime or public holidays, or for any period of sick leave.

5. WAGES

5.1.1 The weekly wage shall be paid as follows:

Classification		10.3.97
Grade 1	408.70	425.00
Grade 2	423.50	440.40
Grade 3	443.50	461.20
Grade 4	453.30	471.40
Grade 5	467.20	485.90

5.2 Junior Employees - shall receive the following percentages of the appropriate adult rate prescribed in this agreement hereof:

	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

*E. Wojciechowska*  
*March 10, 1997*  
*A.V.*  
*J.S.*  
*L.H.*

It is a term of this agreement (arising from the State Wage Case 1994) that the employees undertake, 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.

## **7. FLEXIBILITY OF WORK**

- 7.1 Employees under this agreement 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.
- 7.2 An Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 7.3 Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.
- 7.4 Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times

## **8. MEAL BREAKS AND REST PAUSE**

### **8.1 Meal Breaks**

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.

### **8.2 Rest Pause**

When and where it can be arranged conveniently by the Company each employee who works more than four hours on any day shall be allowed a Rest Pause of 15 minutes.

## **9. OVERTIME**

- 9.1 All overtime shall be paid for at the rate of time and one-half for the first 2 hours and double time thereafter.
- 9.2 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.

### 9.3 Compulsory Overtime

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

### 9.4 Time off in lieu of Overtime

By mutual agreement the rate of overtime may be time off in lieu of overtime provided that:-

9.4.1 Time off shall be calculated at the penalty equivalent.

9.4.2 The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.

9.4.3 Time off must be taken within one calendar month of the working of the overtime, or it shall be paid out.

## 10. MEAL ALLOWANCE

An employee required to work overtime, without the employee being notified the day prior of the requirement to work overtime and works more than 2 hours overtime, shall be paid a meal allowance of \$8.00.

## 11. PUBLIC HOLIDAYS

### 11.1 Holidays

A weekly employee shall be entitled to holidays on the following days:-

11.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

11.1.2 The following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday and Eight Hours' Day or Labour Day;

### 11.2 Holidays in lieu

11.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

11.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

11.2.3 When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

### 11.3 Additional Holidays

Weekly employees shall be entitled without loss of pay to an additional public holiday where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in 11.1.1 and 11.1.2, those days shall constitute additional days for the purpose of this Agreement.

### 11.4 Substitution Agreement

11.4.1 The Company, with the agreement of the employees, may substitute another day for any prescribed in this clause.

11.4.2 (a) The Company and employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.

(b) An agreement pursuant to (a) shall be recorded in writing and be available to every affected employee.

(c) If no resolution is achieved, the Company may apply to the Commission for approval of the agreement reached with the employees. Such an application must be made fourteen or more days before the prescribed holiday. After giving the Company and employees an opportunity to be heard, the Commission will determine the application.

### 11.5 Payment for Holidays not worked

Where the site does not open for trade on a public holiday and an employee would have been rostered to work on such a day, they shall be entitled to payment for the day based upon their ordinary hours normally rostered to work.

### 11.6 Holidays worked

Where the site opens for trade on a public holiday, employees who would normally be rostered to work may be requested to work the day or part thereof and shall be paid the appropriate penalty for time so worked. Provided that when an employee chooses not to work they shall be paid in accordance with subclause 11.5.



### 11.7 Absence prior to and/or following a Holiday

An employee who fails to attend for a rostered shift on the day before or the day after any public holiday shall forfeit wages for the day of the absence as well as for the public holiday. Where the Company is satisfied that the employee's absence was caused through illness or other reason, wages shall not be forfeited for the holiday. Provided that an employee absent either before or after a group of holidays, shall forfeit wages for only one public holiday as well as the period of absence.

### 11.8 Rate of Pay

Work done on any public holiday prescribed in subclause 11.1 and 11.2 shall be voluntary and paid for at the rate of double time and a half with a minimum payment of 3 hours.

### 11.9 Picnic Day

In addition to the holidays prescribed in 11.1 and 11.2, weekly employees shall be entitled to an additional holiday without loss of pay on Melbourne Cup Day. Where a weekly employee volunteers to work on this day, such employee shall then be given another day off without loss of pay. Such alternate day shall be given and taken not later than 28 days after the nominated day on a day mutually agreed between the Company and the employee. Provided that in no circumstances shall an employee forfeit their entitlement to the additional holiday and should such extenuating circumstances arise where the day is not taken as prescribed above it must be given and taken on a day without loss of pay added to the employee's next period of annual leave.

Provided further that where an employee's employment terminates prior to the taking of such alternate day, the employee shall receive an additional day's pay on termination.

Provided further that employees on Annual Leave or Long Service Leave on the day referred to in this subclause shall have an additional day added to their next period of annual leave.

## 12. ANNUAL LEAVE and LOADING

### 12.1 Annual Leave Entitlement

All weekly employees, shall be entitled to leave of absence on full pay for a period equal to four working weeks exclusive of public holidays where any such employee has been in the continuous employment of the Company during the preceding twelve months.

## 12.2 Continuous Employment

Continuous employment as specified in 12.1 means constant weekly employment until the termination of an engagement.

## 12.3 Taking of Annual Leave

Annual leave shall be taken at a time mutually agreed upon by the Company and the employee, and in the absence of agreement at a time fixed by the Company, within a period not exceeding six months from the date when the right to annual leave accrued due and after not less than four weeks' notice to the employee.

Annual leave shall be taken in a continuous period, or in the event of an agreement between the Company and an employee, in up to four separate periods. Provided that the employee may apply to take, up to one week's annual leave per year, in single days to attend to family matters.

## 12.4 Pro-rata Annual Leave on Termination

Should an employee not complete twelve months' service the employee shall on the termination of employment, be entitled to pay on a pro rata basis.

## 12.5 Payment of Annual Leave

Before an employee proceeds on annual leave the employee shall be paid any monies then due in respect of the annual leave being taken or which may accrue due during the period of leave.

## 12.6 Payment in lieu of annual leave and other employment during annual leave

Payment in lieu of annual leave shall not be made by the Company and not accepted by an employee except in accordance with all requirements of this clause. An employee shall not offer their services to any other employer during the period on paid annual leave and an Company shall not engage an employee who is on paid annual leave.

## 12.7 Annual Leave loading

During a period of annual leave an employee shall receive a loading of 17-1/2 per cent calculated on the appropriate rate of wage prescribed by clause 5 of this agreement. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance). The loading prescribed by this subclause shall apply to proportionate leave due on termination of employment where employment is terminated by the Company but it shall not apply where the reason for termination is misconduct or wilful disobedience.

## 12.8 Loadings for certain ordinary hours

Provided that, if the amount to which the employee would have been entitled by way of loadings for certain ordinary hours (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

## 12.9 Casual Employees

Casual employees shall be paid an additional loading of 1/12th of the appropriate ordinary hourly rate exclusive of any loadings prescribed.

## 13. LONG SERVICE LEAVE

See Long Service Leave Act 1955

## 14. SICK LEAVE

### 14.1 Sick Leave Entitlement

A weekly employee who, subject to 14.2 and 14.3, is unable to attend for duty during the employee's ordinary working hours by reason of personal illness or personal incapacity, or the employee's need to care for an immediate family member who is part of the employee's household, shall be entitled to be paid at ordinary time rates of pay for the time of such non attendance subject to the following:

14.1.1 an employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.

14.1.2 An employee shall not be entitled during the first year of continuous service to sick pay for more than 38 hours and during the second or subsequent years of continuous service to sick pay for more than 61 hours. Any period of paid sick leave allowed by the Company to an employee in any year of service shall be deducted from the period of sick leave which may be allowed or may be carried forward under this agreement in or in respect of such year;

14.1.3 the rights under this clause shall accumulate from year to year so long as the employment continues with the Company provided that in any year an employee shall not be entitled to take more than 380 hours accumulated sick leave.

## 14.2 First Three Months of Employment

The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the Company until the employee completes such three months of employment at which time the payments shall be made.

## 14.3 The granting of sick leave

The granting of sick leave shall be subject to the following conditions and limitations:

14.3.1 the employee shall, as far as possible, inform the Company of the inability to attend for duty, prior to the time of commencement of the shift and state the nature of the illness or injury and the estimated duration of the absence.

14.3.2 To be entitled to payment, the employee shall provide the Company with a medical certificate issued by a duly qualified practitioner when absent for:-

- (a) more than 2 single shifts in any anniversary year
- (b) 2 consecutive shifts or more

The Company may require satisfactory proof of illness for any absence on sick leave which is continuous with other forms of leave.

14.3.3 for the purposes of this clause as it relates to weekly employees "day" shall mean the number of hours the employee would have worked on the day on which the employee was absent, had the employee not been sick.

## 14.4 Continuous Service

For the purpose of this clause continuous service shall be deemed not to have been broken by any absence from work on paid leave granted by the Company.

## 15. LEAVE OF ABSENCE

### 15.1 Period of Leave of Absence

Where a weekly employee applies for and is granted a period of authorised unpaid leave of absence of one weeks duration or more, all entitlements to annual leave, sick leave or long service leave will be frozen from the date of commencing such leave to the date of returning from such leave.

Provided that:-

15.1.1 the maximum period of absence on any one occasion may be 4 weeks

15.1.2 such absence shall not break continuity of employment for the employee concerned.

15.1.3 employees have at least one year's service

15.1.4 employees are limited to 2 periods of such leave in any 5 years service.

## 15.2 Reasons for Leave of Absence

An application for Leave of Absence shall be considered for a approved period of unpaid leave, for the following reasons, which whilst not exhaustive, may include:-

- an employee who is studying and requires time to attend exams or participate in annual school holidays
- an employee who wishes to travel overseas for an extended period
- an employee who requires time off to care for a sick or injured close relative

## 16. MIXED FUNCTIONS

16.1 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 are 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.

16.2 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.

## **17. COMPASSIONATE LEAVE**

Weekly employees shall on the death of a wife, husband, father, mother, stepfather, stepmother, parent-in-law, grandparent, child, stepchild or grandchild, brother or sister, be entitled on notice to leave up to and including the day of the funeral of such relative and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days work. Proof of such death shall be furnished by the employee to the satisfaction of the employer, together with proof of attendance in the case of a funeral outside Australia.

Where the death of a named relative herein occurs outside Australia and the employee does not attend the funeral the employee shall be entitled to one day only, unless the employee can demonstrate to the employer that additional time up to a period of three days is justified. Provided however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave. For the purposes of this clause the words "wife" or "husband" shall not include a "wife" or "husband" from whom the employee is separated but shall include a person who lives with the employee as a de facto "wife" or "husband" as the case may be.

## **18. PARENTAL LEAVE**

As per the NSW Industrial Relations Act 1991

## **19. FIRST-AID**

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

## **20. UNIFORMS, PROTECTIVE CLOTHING**

Where an employee wears a uniform, the same shall be provided by the Company and shall be laundered at the Company's expense.

Personal Protective Equipment that is issued by the Company must be worn by the employees. The Company will provide training in appropriate use of personal protective equipment. In the event an employee fails to wear the personal protective equipment they will be counselled as per Company procedure.

Personal Protective Equipment subject to wear and tear through normal use will be repaired and/or replaced at Company expense. Personal Protective Equipment which is intentionally or recklessly tampered with will be replaced at the employee's expense.

## **21. 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.

## **22. JURY SERVICE**

An employee required to attend for jury service during the employees ordinary working hours shall be reimbursed by the Company 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 the Company as soon as possible of the date on which they are 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 of such jury service.

## **23. SETTLEMENT OF DISPUTES AND GRIEVANCES**

### **23.1 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 Company 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.

#### 23.2 Procedures relating to concerns about an employee's job performance:

- (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.


#### 24. 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 Chisholm Manufacturing Packaging Division 1995 Enterprise Agreement. This agreement replaces the Naytura Enterprise Agreement EA87/94 ratified by the NSW Industrial Commission on 24th March 1994.

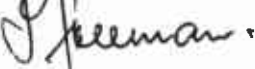
The parties bound by this agreement are Woolworths Limited trading Chisholm Manufacturing and the employees engaged in the classifications described in Clause 5, Wages, in this agreement who work in the Chisholm Manufacturing Packaging Plant at Homebush, a division of Chisholm Manufacturing. It shall take effect from the beginning of the first pay period to commence on or after ratification and shall remain in force until 20th March 1998.



This agreement was not entered into under duress by any party to it.  
Signed for and on behalf of Woolworths Limited t/as Chisholm Manufacturing

Signature 

Printed Name and Occupation LISA MURPHY - INDUSTRIAL RELATIONS OFFICER

Witness 


Date 30.7.96.

Signed By MAREK WOJCIECHOWSKI

Signature 


Printed Name and Occupation Maintenance / machine operator

Signed By EWA WOJCIECHOWSKA

Signature 

Printed Name and Occupation Packing line Operator

Signed By MICHELE TERNEL

Signature 

Printed Name and Occupation PACKING LINE OPERATOR

Signed By JAIME SALAS

Signature 

Printed Name and Occupation MACHINE OPERATOR.

Signed By ANTONIN RODRIGO VELIZ

Signature 

Printed Name and Occupation MACHINE OPERATOR

Signed By Jorge Veliz

Signature 

Printed Name and Occupation grade 1

Witness  
Date