

ENTERPRISE AGREEMENT

NO: E.A. 369 /1993

DATE REGISTERED: 13/12/93

PRICE: \$ 12.00

A. J. Bush & Sons (Manufactures) Pty. Ltd.
Rouse Hill Production Employees Agreement

(ProdWkg2.WPS)

1. Title

This agreement shall be known as the: A. J. Bush & Sons (Manufactures) Pty. Ltd. Rouse Hill Production Employees Agreement

2. Purpose of Agreement

This agreement totally regulates the terms and conditions of the production employees at the Rouse Hill factory operated by A. J. Bush & Sons (Manufactures) Pty. Ltd. and replaces the Boiling Down and By-Products (Cumberland) Award.

This agreement shall be binding upon the employees and the company. It sets out the basis for employment, the obligations of both parties and the rates of pay and other conditions agreed upon.

This agreement is entered into by the parties without duress and with the expectation that all employees, whatever their position, will continue to use their best endeavours to further and protect the company's interests.

This agreement shall apply for a period of one year from the date of registration by the Industrial Registrar. There will be no extra claims or adjustments during the term of this agreement. The agreement can only be varied by mutual agreement of the parties.

3. Health and Safety

The Health and Safety of all people in the plant must be the first priority of everyone at all times.

Employees agree to actively support the company Safety Policy and also agree to wear safety boots in good repair at all times as well as adequate and safe clothing and other safety equipment supplied appropriate to the task in hand.

4. Hours

Full time employees will work a 40 hour week of five 8 hour shifts at ordinary time, Monday to Friday inclusive. This may include day, afternoon or night shifts.

Start and finish times may be varied, with adequate notice and agreement, to meet work requirements.

5. Part-time and Casual Employment

Part-time employees may be employed pursuant to the NSW Industrial Relations Act 1991.

Casual employees engaged specifically as such, will receive the appropriate rate plus a 15% loading in lieu of public holidays, sick leave, bereavement leave, and clothing supply. A casual employee's employment is terminated at the end of the agreed period of hire.

6. Rates of Pay

Employee grades will be determined on the basis of skills achieved and maintained

in the operation of plant and equipment, including an understanding and application of hygiene, and health and safety principles to all work procedures.

If skills or the application of health and safety or hygiene principles are not maintained, then reclassification to a lower grade will occur, but not without consultation. All employees agree to undertake whatever work is assigned to them, consistent with their training and skills.

	\$/40 hour week	\$/Hour
Plant Operator - grade 1	\$410	\$10.25
Plant Operator - grade 2	\$400	\$10.00
Plant Operator - grade 3	\$385	\$9.625
Factory Hand	\$380	\$9.50

(see job descriptions following)

Juniors at a percentage of Factory hand rate

16 60%

17 75%

18 Adult Factory Hand Rate

Ratio: No more than one junior for every three adults employed

The above hourly rates shall be used in the calculation of all other entitlements in this agreement, eg. Overtime, shift loading, Annual Leave, Sick pay, Long Service Leave & etc.

7. Overtime

Any work in excess of 8 ordinary hours calculated on a daily basis Monday to Friday shall be paid at the following rates:

the first 2 hours at time and one half, and thereafter at double time.

If overtime is not continuous with ordinary time, then a minimum of 4 hours will be paid.

Saturday: the first 2 hours at time and one half, and thereafter at double time.

Sunday: all at double time,

Public Holidays: at time and one half plus the holiday,

Xmas day and good Friday: at double time plus the holiday.
Completion of previous days shift at normal rates.

8. Allowances

- Meal Allowance: \$6.00 per meal after 2 hours overtime, then after every 4 hours, if overtime not advised on previous day.
- Fork lift driver: \$2.00 per day fork lift driven
(appropriate license must be maintained)
- Shift Work: 22.5% for other than day work.

9. 38 hour week leave accrual - for each eight ordinary hour day worked, an employee shall be paid 7 hours and 36 minutes and shall accrue 24 minutes at ordinary rates of pay. This accrual will be available to be taken as leave or may be paid out. Untaken accrued entitlement will be paid out at the close of each calendar year.

10. Annual Leave - shall be paid in accordance with the Annual Holidays Act. 1944. In addition, 17.5% leave loading will be paid after one years service. Leave shall be taken each year within six months from the date the leave becomes due.

11. Long Service Leave - shall be paid in accordance with the Long Service Leave Act. 1955. Leave shall be taken when due.

12. Sick Leave - entitlement for full-time employees shall accrue at the rate of:

one week but not exceeding 40 hours, for the first year and

one week of forty ordinary hours plus three eight hour days for subsequent years,

Sick leave shall accrue to a maximum of 12 years from year of accrual, but shall not be drawn until the completion of the trial employment period.

Employees agree to advise the company as soon as practical on the day of their inability to attend work due to illness. The Factory Manager must be satisfied that the illness is genuine, but generally a single day absence requires no Doctors Certificate while longer periods will require a Doctors Certificate.

13. Terms of Engagement - New employees will be employed on a trial basis of not longer than three months. During this period their employment may be terminated at any time.

An employee may also be employed by agreement for a set or maximum period if the need arises.

Termination: one week's notice or one week's pay in lieu on either side. When employment is terminated for any reason prior to one year's service or, for serious misconduct the 17.5% leave loading will not be paid.

14. Bereavement Leave - a maximum of two days paid leave on the death in Australia of a close relative (Parent, spouse, sibling, child).

15. Payment of Wages - to be weekly within two working days of the end of the working week (currently Wednesday) by EFT.

16. **Rest/meal Breaks** - day staff: unpaid 30 min for lunch,
all staff: one 10 min paid tea break.
17. **Dressing Rooms** - with individual lockers and hot and cold showers
are to be provided by the company.
18. **Clothing** - will be supplied by the company initially and thereafter
on an exchange basis only. Washing and drying facilities will be
provided by the company.

If employment is terminated during the trial period or within three
months of receiving new clothing then half the cost of that
clothing and boots supplied may be deducted from any monies owing.

19. **Dispute and Grievance Settling Mechanism** - A grievance should be
resolved between the employee and their supervisor in the first
instance. Where a grievance remains unsettled, an individual or
Yard Committee of two employees, will meet with the Factory Manager
within 24 hours of a meeting being requested by either party, to
settle any grievance or dispute. If the dispute remains unresolved
a mutually acceptable arbitrator shall be appointed. Finally, if a
dispute or grievance can not be resolved then it shall be reported
to the Industrial Registrar. While this procedure is being followed
work shall continue as normal.

20. Job Descriptions

All staff will protect the quality of raw materials during receipt, in
process through to end product dispatch and observe all safety
procedures.

Plant Operator - Grade 1

Must be able to operate and have substantial experience operating, every
item of equipment on each process line in the plant, including waste
heat evaporator and end product handling systems from start-up to close-
down, unsupervised, and be appointed to this grade.

Plant Operator - Grade 2

Must be able to operate and have substantial experience operating, at
least one line of equipment in the plant including end product handling
systems from start-up to close-down, unsupervised, and be appointed to
this grade.

Plant Operator - Grade 3

Must be able to operate at least one line of equipment in the plant
including end product handling systems from start-up to close-down,
under supervision, and be appointed to this grade.

Factory Hand

Able to carry out, under supervision specific and general tasks in and
around factory including cleaning of the factory, factory surrounds and
all plant and equipment, unloading and loading of trucks, occasional
driving incidental to other functions. Margins may be negotiated for
specific skills or duties.

21. Public Holidays - Employees will be paid for the following designated public holidays provided they work their normal shifts either side of the public holiday, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Christmas Day, Boxing Day and New Years Day.

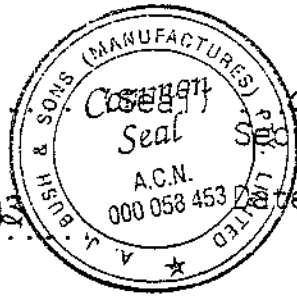
22. Jury Duty - Employees will be paid the difference between their ordinary pay and the amount received from jury duty. Employees agree to advise the company as soon as practical of the date/s of their inability to attend work due to jury duty and to provide proof of all relevant items.

F. G. Coom
S. Mercieca
R. J. L.
B. G. W. J.
B. G. W.
K. J. J.
S. J. J.

11/11

for and on behalf of A. J. Bush & Sons (Manufactures) Pty. Ltd.

W. J. Barrow
Director



[Signature]
Secretary

Date: 27 Aug 1993

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W. J. Barrow 30/7/93
William John Barrow Date

B. Gort
Witness

F. G. Cook 2-8-93
Frederick Gordon Cook Date

R. Latimer
Witness

C. Felsch 30-7-93
Craig Robert Felsch Date

W. Steel
Witness

R. Felsch 30-7-93
Robert Gordon Felsch Date

G. A. Greentree
Witness

B. Gort 30-7-93
Benny Behrend Gort Date

W. J. Barrow
Witness

G. A. Greentree 30-7-93
Geoffrey Alan Greentree Date

R. Felsch
Witness

R. Latimer 2-8-93
Roger Latimer Date

F. G. Cook
Witness

S. Mercieca 2-8-93
Sam Mercieca Date

G. A. Greentree
Witness

L. Ryan 30-7-93
Leonard Stanley Ryan Date

W. J. Barrow
Witness

W. Sinnerton 2-8-93
William Mark Sinnerton Date

B. Geissler
Witness

B. Geissler 2/8/93
Barry John Geissler Date

C. Felsch
Witness