

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/286**

**TITLE: Manildra Group of Companies Bomaderry Site Agreement 2000**

**I.R.C. NO: 2000/3953**

**DATE APPROVED/COMMENCEMENT: 7 September 2000**

**TERM: 27 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 31**

**COVERAGE/DESCRIPTION OF  
EMPLOYEES: Applies to all Production and Maintenance personnel of the Company**

**PARTIES: Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch -&- Electrical Trades Union of Australia, New South Wales Branch, Shoalhaven Starches Pty Ltd, The Australian Workers' Union, New South Wales**



## MANILDRA GROUP OF COMPANIES BOMADERRY SITE AGREEMENT 2000

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**2. Title**

This agreement shall be known as the Manildra Group of Companies Bomaderry Site Agreement 2000.

**3. Area, Incidence and Parties Bound**

This agreement shall be binding upon:

- (a) Shoalhaven Starches Pty Ltd (hereinafter referred as the "Company");
- (b) The Australian Workers Union, New South Wales;
- (c) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (NSW Branch);
- (d) The Electrical Trades Union of Australia, New South Wales Branch;
- (e) Employees who are members or eligible to be members of the above unions and are employed in accordance with the classification levels in Appendix A, Appendix B or Appendix C.

**4. Date and period of operation**

This Agreement shall take effect from the beginning of the first pay period commencing on or after the date of this Agreement's approval under the provisions of the Industrial Relations Act 1996 and shall remain in force until 31 December 2002.

**5. Relationship to parent award**

The terms and conditions of this Agreement replace in total the terms and conditions of The Manildra Group of Companies Bomaderry Site Agreement 1998 approved by the Industrial Relations Commission on 27 October 1998 [IRC 5067 of 1998] and the nominal term of which expired on 1 January 2000.

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Were it not for the operation of this agreement and the previous agreement, the terms and conditions of employment of the following awards would apply to the employees:

- \* Metal and Engineering Industry (NSW) Award
- \* Transport Industry Mixed Enterprises (State) Award
- \* Electricians (State) Award
- \* Starch Manufacturers (State) Award

The Agreement shall be read and interpreted wholly in conjunction with the above Awards, provided that to the extent of any inconsistency between the above Awards and this agreement, the latter will prevail.

## **6. Single Bargaining Unit**

For the purpose of negotiating an enterprise agreement, a single bargaining unit has been established by the signatories to this agreement.

A workplace consultative committee has been established with representation from the company's senior management and from elected employee representatives.

The Australian Workers Union, New South Wales, The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (NSW Branch) and the Electrical Trades Union of Australia, New South Wales Branch hereinafter shall be referred to as the "Unions".

## **7. Aim of Agreement**

The aim of this agreement is to promote real gains in productivity, efficiency, flexibility and co-operation in the workplace. It also aims to facilitate continued progress on restructuring and training initiatives.

The parties recognise that workplace reform is necessary to improve Australia's economic performance generally and that of Shoalhaven Starches Pty Ltd in particular, through the consultative process.

The parties' objective is to achieve the following:

- (a) Simultaneous improvements in all workplace issues such as quality, technology, work organisation, management practice, product delivery and education/training through continuous learning.
- (b) Reduction of lost time through injury by the promotion of a safer and better working environment.

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- (c) The establishment of closer links with customers and suppliers to ensure all aspects of the service chain are focused on customer needs and improved customer satisfaction through appropriate training.
- (d) In order to achieve the above it is agreed that the best people must be selected to fill casual and permanent positions.

The parties acknowledge a high level of co-operation between the company and its employees and agree to the following commitments:

- (a) All employees will be required to maintain the cleanliness of the plant for factory hygiene and housekeeping and perform duties according to Good Manufacturing and Food Safety policies and practices. Cleaners and casual employees will clean and service air filters, top of the silos, top floor of the Starch Building, roof and yard, scrubber towers and assist with any abnormal spills and areas where harness or cherry pickers are required.  
A Site Food Safety Committee will be formed consisting of management and employee representatives to carry out regular plant inspections of not less than once per month to ensure that hygiene and housekeeping meet the agreed food safety standards and policies.
- (b) All spray dryer activities will be carried out by permanent employees where practicable. Casual employees will only be engaged on the Spray Dryer where necessary and where there is no alternative.
- (c) Operators will learn flour unloading duties and will assist in this area as required and where it is practicable and reasonable to do so.
- (d) Employees will participate in the Shoalhaven Starches training programs in; quality, operations, safety, sanitation and hygiene maintenance relating to the job.
- (e) Employees will be trained to and will routinely carry out safety inspections of work areas in regard to such matters as: the identification of safety hazards; placement and operability of fire extinguishers; operability of safety and personal protective equipment.
- (f) Employees will only be permitted to smoke in designated smoking areas and only during approved meal breaks.
- (g) Employees will be required to participate in training in cross skilling in a broader range of skills within the employee's classification levels.
- (h) Employees will co-operate with any reasonable and practicable request to tip tapioca.
- (i) Work performed by casual employees will be reduced by better utilisation of full time employees including requiring full time employees to work between sections.
- (j) A site shift Labour Co-ordinator will be nominated from among the employees to facilitate labour requirements and co-ordinate labour on shift for the whole site.
- (k) Any other matters which are intended to reduce costs and improve the performance of the plant will be implemented following discussion and agreement between the company and the employees.

**8. Agreement to be displayed.**

Copies of this collective Agreement shall be displayed in places readily visible and accessible to all parties covered by the Agreement.

**9. No Extra Claims**

The parties agree that there shall be no additional claims made for increases in wages, salaries or wage related allowances for the period of this Agreement

**10. Contract of Employment**

Employment shall be by the week. Any employee not specifically engaged as a casual employee in accordance with Clause 14 shall be deemed to be employed by the week.

**11. No Duress**

This agreement has not been entered into under duress by the any of the Parties.

**12. Hours of Work**

(a) Day Work - Ordinary Hours

Thirty eight hours shall constitute a weeks work, which shall be worked not more than 8 hours per day between 6.00am and 6.00pm Monday to Friday inclusive. Employees shall receive a rostered day off in accordance with clause 31.

Starting and finishing times shall be set by mutual agreement, notwithstanding that if agreement cannot be reached between an individual employee and the Company, reference shall be made to the Dispute Settlement Procedure in clause 26.

(b) 12 Hour Shift Work - Ordinary Hours

The 12 hour shift roster comprises an eight week cycle of twenty eight twelve hour shifts, as detailed below;

Four weeks of 4 x 12 hour shifts per week  
Four weeks of 3 x 12 hour shifts per week



The remuneration to an employee shall be averaged over the eight week cycle so that an employee receives payment of 56 hours per week.

The average weekly pay is calculated as follows from an eight week cycle:

1. Hours at single time  $240 \text{ ordinary hours} / 8 = 30 \text{ hours/week.}$
2. Hours at double time  $96 \times 2 / 8 = 24 \text{ hours/week}$
3. Single time hours for the two 21st shifts  $16/8 = 2 \text{ hours/week.}$

For any approved leave taken by an employee the calculation is as follows:

	DEDUCTION	PAYMENT
1. Full week shift cycle	56 hours	38 hours
2. Weekday shifts	Single time	Single time
3. Weekend shifts	Double time	Single time
4. Public Holidays	Double time	Single time

(c) Shower Time

Day Work Employees' Shower Time

Day Work Employees shall have 10mins before the normal finishing time for shower time.

Shift Work Employees' Shower Time

Shift Work Employees are entitled to the same shower entitlements as Day Work Employees but Shift Employees must relieve each other on the job.

13. **Meal Breaks**

Day Work Employees

Day Work Employees shall be entitled to a morning tea break of 15 minutes from 9am to 9.15am and a lunch break of 30 minutes from 12 – 12.30pm. Where work priorities take precedence over these allotted times due to matters such as production requirements or safety then the meal breaks entitlements can be taken at other times by mutual agreement with their Supervisor.

Continuous Shift Employee working 12 hour shifts

A Continuous Shift Employee shall be entitled to a morning tea break of 15 minutes from 9.00am to 9.15am, a lunch break of 20 minutes between 12 noon and 12.30pm and an afternoon tea break of 15 minutes between 3.00pm and 3.15pm. Where work priorities take precedence over these allotted times due to matters such as production requirements or safety then the meal breaks



entitlements can be taken at other times by mutual agreement with their Supervisor.

#### 14. Casual Employment

- (a) A casual employee shall mean an employee engaged to work casual work from time to time, for up to thirty eight ordinary hours per week.
- (b) A casual employee shall be employed by the hour. A casual employee for working ordinary time shall be paid an hourly rate calculated on the basis of one thirty eighth of the weekly rate shown in Appendix A for the work which they perform plus a casual loading of 20 per cent.
- (c) An additional loading of 1/12 of the hourly classified rate will be paid to a casual employee for each hour worked to compensate for payment of annual leave in accordance with the Annual Holidays Act 1944 (as amended).
- (d) Casual employees shall be employed as such for no more than three (3) months at any one time, or otherwise by agreement between the parties.
- (e) Casual employees who work the immediate day preceding and the immediate day following a public holiday shall be entitled to payment for that public holiday.

#### 15. Termination of Employment

- (a) In order to terminate the employment of a permanent employee the employer shall give to the employee the following notice:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
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 in subclause 15(a) above, 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.

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- (c) Payment in lieu of the notice prescribed in subclause 15(a) above 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) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.
- (e) The notice of termination required to be given by an employee shall be one week. If an employee fails to give notice the employer 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.
- (f) The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

#### 16. Payment of Wages

Wages shall be paid weekly on a day fixed by the Company other than a Saturday, a Sunday or a public holiday. Wages shall be paid no later than 5.00pm Thursday.

All wages shall be paid by Electronic Funds Transfer into an account nominated by the employee provided that the account so nominated has the facilities to accept payment by Electronic Funds Transfer.

#### 17. Overtime

##### (a) Payment for Working Overtime

###### Day Workers Hourly Paid

Hours worked in excess of the normal 8 hours per day shall be paid at double time. Hours worked on a Saturday or Sunday shall be paid at double time. Payment for training is defined in Clause 36.

###### Shift Workers Hourly Paid

Hours worked in excess of the normal shift hours as detailed in clause 12 shall be paid at double time Payment for training is defined in Clause 36.



**(b) Requirement to Work Reasonable Overtime**

An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement, unless the employee provides a reasonable excuse. Wherever possible, overtime shall be allocated on a fair and equitable basis.

**(c) Annualised salary employees**

Annualised salary employees have an overtime component included in their salary and therefore, these employees do not receive any additional payment for overtime worked.

**(d) Rest Period After Overtime**

Except for the fact that the relief employee does not come on duty overtime work shall wherever reasonably practicable, be so arranged that the employee has at least ten consecutive hours off duty between work of successive days.

If on the instruction of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double rates until he/she is released from duty for such period, and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

In the case of shift workers who rotate from one shift to another, eight hours shall be substituted for ten hours when overtime is worked.

**(e) Call Outs**

A Day Work employee recalled to work overtime after leaving the employer's business shall be paid a minimum of 4 hours work at the appropriate rate.

If an employee is called out before 4.00am the employee is entitled to an 8 hour break after the work is completed.

If an employee is called out at or after 4.00am the employee will remain at work until the completion of the employee's normal shift.

Exceptional circumstances such as multiple call outs or several call outs in succession will be dealt with by the employee and the manager responsible on a one-off basis.

Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause (c) of this clause.

**(f) Crib Time**Day Workers

An employee working overtime for four hours or more where the overtime merges with completion of the employee's ordinary time for the day shall be allowed a crib time of twenty minutes before commencing overtime and then after each four hours of overtime worked.

**(g) Meal Allowance**

An employee required to work overtime for more than one and a half hours without being notified on the previous day or earlier that he will be so required to work shall be paid \$10 for the first meal.

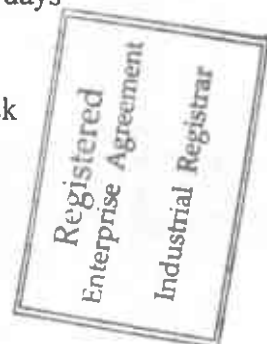
If overtime continues for a further four hours, a meal allowance of \$8 shall be payable.

**18. Long Service Leave**

Employees shall be entitled to long service leave in accordance with the Long Service Leave Act 1955. Long Service Leave will be paid at the employees classified rate plus the weekly General Long Service Leave Allowance in accordance with Appendix D.

**19. Sick Leave**

- (a) Sick pay is payment at an employee's classified rate of pay plus shift allowance.
- (b) An employee other than a casual employee who is absent from his/her work on account of personal illness or injury, other than that covered by workers' compensation shall be entitled to sick pay, provided that:
- (c) Within 24 hours of the commencement of such absence the employee shall inform the employer of their inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (d) The employee shall prove to the satisfaction of their employer that they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (e) For periods of sick leave of one day or less, employees may claim their sick leave entitlements without the production of a Doctor's Certificate. For periods of greater than one day, a Doctor's Certificate is required prior to payment. If an employee has had repetitive single day absences his/her



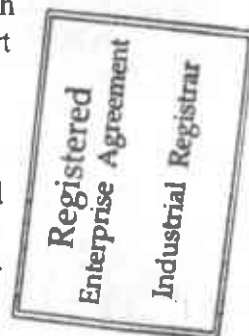
attendance at work shall be reviewed by management and the employees union. At the discretion of management he/she may be required to produce a medical certificate for further single day absences.

- (f) All permanent employees shall be entitled to 76 hours of leave per year. No payment shall be made for any absence on sick leave in accordance with this clause during the first three months of employment, notwithstanding that when an employee has three months service the employee shall be entitled to payment for any sick day in accordance with this clause.
- (g) Sick leave with an employer shall accumulate from year to year so that any balance of the period specified in sub-clause (f) hereof which in any year has not been allowed to an employee by that employer as paid sick leave may be claimed by the employee in a subsequent year (subject to sub-clause (h)). There shall be no time limit on the accumulation of sick leave.
- (h) An hourly paid employee covered by this agreement, who has not taken any sick leave in a year commencing 1 December each year shall receive after 1 December of the following year an ex gratia payment calculated in accordance with the following:
  - (i) The employee's hourly classification rate times 38;
  - (ii) The weekly shift allowance normally paid to the employee;
  - (iii) General Allowance;
  - (iv) Supervision Allowance where applicable to the employee;
  - (v) First Aid Allowance where applicable to the employee;
  - (vi) Fire Crew Allowance where applicable to the employee.
- (i) An employee on an Annualised Salary covered by this agreement, who has not taken any sick leave in the year commencing 1 December each year shall receive after 1 December on the following year an ex gratia payment calculated as  $1/52^{\text{nd}}$  of the Annualised Salary.

## 20. Family Leave

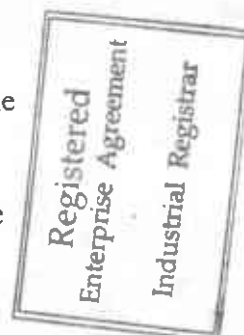
### 1. Sick Leave

- (A) An employee other than a casual employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this clause, any sick leave entitlement which accrues after 30 August 1996 for absences to provide care and support for such persons when they are ill.
- (B) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under



this subclause where another person has taken leave to care for the same person.

- (C) An employee shall, wherever practicable, give the employer 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 employer by telephone of such absence at the first opportunity on the day of absence.
- (D) The entitlement to use sick leave in accordance with this clause is subject to:
- (1) the employee being responsible for the care of the person concerned; and
  - (2) the person concerned being either:
    - (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), 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:
      - (i) "relative" means a person related by blood, marriage or affinity;
      - (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
      - (iii) "household" means a family group living in the same domestic dwelling.



- (E) An employee may only, for the purpose of this clause, use sick leave accrued from 30 August 1996.

2. Unpaid Leave for Family Purpose

- (A) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in paragraph (D) of subclause (1) who is ill.

3. Annual Leave

- (A) An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (B) Access to annual leave, as prescribed in paragraph (A) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (C) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

4. Time Off in Lieu of Payment for Overtime

- (A) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (B) 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.
- (C) If, having elected to take time as leave in accordance with paragraph (A) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (D) Where no election is made in accordance with the said paragraph (A), the employee shall be paid overtime rates in accordance with the award.

5. Make-up Time

- (A) An employee may elect, with the consent of the employer, 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, at the ordinary rate of pay.

- (B) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

## 6 Rostered Days Off

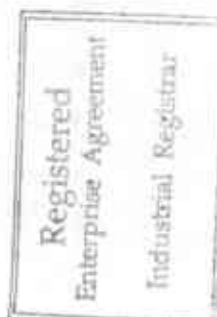
- (A) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (B) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (C) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (D) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

## 21. Bereavement Leave

- (a) An employee other than a casual shall be entitled to a maximum of five (5) day's leave at the employees classified rate of pay on each occasion and on production of satisfactory evidence of the death in Australia as prescribed for the purpose of Family leave as set out in of subclause (D) of Clause 20 of this agreement.
- (b) This leave shall not accumulate.

## 22. Jury Service

- (a) An employee required to attend for jury service during his/her 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 wages the employee would have received



in respect of the ordinary time that employee would have worked had that employee not been on jury service.

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

### 23. **Workers Compensation**

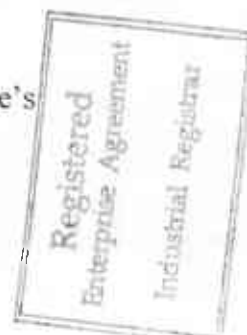
- (a) The employer shall pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the employer pursuant to the Worker's Compensation Act, 1987 as amended.
- (b) "Accident pay" means the employee's weekly allowances.
- (c) An employer shall pay or cause to be paid accident pay as defined in 23(b) during the incapacity of the employee arising from any illness or injury for a total of 26 weeks whether the incapacity is in one continuous period or not.
- (d) An employee shall not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.
- (e) In the event that an employee receives a lump sum in redemption of weekly payments under the Workers Compensation Act, 1987, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.

### 24. **Superannuation**

The Company shall make superannuation contributions in accordance with the Superannuation Guarantee Legislation to one fund only.

### 25. **Disciplinary Procedure**

- (a) Should the attitude or behavior of an employee be deemed to be unsatisfactory, the employees immediate supervisor should counsel the employee as to his/her obligation to abide by the organisations policies and procedures. Such counseling should be conducted in an informal manner.
- (b) In the event that the attitude or behavior of an employee continues to be unsatisfactory, an oral warning is to be given in the presence of the employee's union delegate. Such oral warning should convey to the employee that continued poor performance could ultimately lead to termination of employment. This is to be recorded in the employee's personnel file.





- (c) Should the attitude or behavior of an employee not improve, such employee shall be given a formal written warning and the employee shall be informed in the presence of the union delegate that a repetition of the behavior may lead to termination of employment. The written warning shall be placed in the employee's personnel file.
- (d) Repetition of the attitude or behavior will provide the Company with grounds for termination. Notice shall be given in accordance with clause 15.
- (e) This clause shall not affect the right of the company to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty, or misconduct and in such cases wages shall be payable up to the time of dismissal only.
- (f) Nothing in the foregoing procedure shall limit the right of the union to pursue re-instatement in accordance with the Industrial Relations Act 1996.

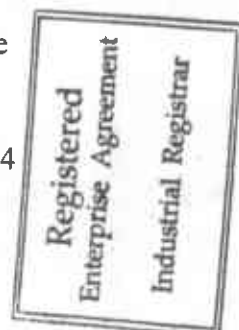
## 26. **Dispute Settlement Procedure**

### (a) General grievances

- (i) In the first instance, an employee wishing to raise a grievance which directly affects the employee shall raise the matter with his/her immediate supervisor.
- (ii) If the issue remains unresolved, it will pass into the formal stages of the grievance or disputes settlement procedure. During the application of this procedure, there will be a genuine commitment by the union and its members to ensure that work continues as normal.
- (iii) Where the employee/s so desire, the union delegate may be involved from the outset.

### (b) Formal Disputes Procedure

- (i) To enable claims, problems and disputes to be progressed while work proceeds normally, the following procedures will apply.
- (ii) From time to time a grievance or dispute may occur which threatens good working relations.
- (iii) Those involved shall confer in good faith with a view to resolving the matter by direct negotiation and consultation.
- (iv) Where practical, responses to stages 1, 2 and 3 should occur within 24 hours.



- (v) When a dispute arises it is to be dealt with according to this procedure. While the dispute is being dealt with work shall continue normally. In order to allow for the peaceful resolution of grievances, the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work.

#### Stage 1

Any grievance or disputes which arises will, when possible, be settled by discussion on the job between the employee, employees and the Supervisor.

#### Stage 2

Failing settlement at Stage 1, the grievance will be further discussed between the union delegate/s and company management.

#### Stage 3

Failing settlement at Stage 2, the Company management representative will be involved in further discussions with the local union organiser.

#### Stage 4

If the matter remains unresolved it shall be referred to the Industrial Relations Commission of New South Wales in accordance with the Industrial Relations Act 1996.

- (c) The right is reserved to the parties to vary this procedure where a genuine occupational health and safety issue is raised.

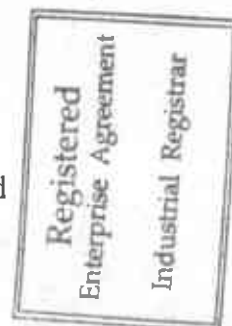
### **27. Wage Increases**

Employees will receive the following wage increases effective from the dates below. These increases will be made on the employee's hourly wage effective at the time of giving of the increases and shall be payable on the first pay period on or after these dates:

1 January 2000	2.5%
1 January 2001	3.5%
1 January 2002	4.0%
1 July 2002	2.0%

### **28. Classifications**

The parties agree that they will conduct a review of the operators and tradesman fitters classification structures operating at the site with a view to implementing new classification structures which recognise the skills of the employees and meet the needs of the company subject to the following agreed conditions:



- (i) The total cost of wage increases arising from a new classification structure will be no more than 2 per cent of company's existing annual wages pay roll each year excluding the following allowances;
- Firecrew
  - First Aid
  - General
  - Supervisor
  - Tea Money
  - Tool
- (ii) The parties will work toward the implementation of a 5 level classification structure including a level or levels with rates of pay below the present basic operator classification level and agree that new employees may be engaged at one of these new levels.
- (iii) No permanent employee, employed at the time of implementation of the new classification structure, will be disadvantaged by being transferred to the new structure

## 29. Holidays

- (a) For each holiday below an employee shall receive 8 hours pay at the employees classified rate. Provided however, that if any other day be, by a State Act of Parliament or State Proclamation substituted for any of the said holidays, the day so substituted shall be observed.
- New Year's Day
  - Australia Day
  - Good Friday
  - Easter Saturday – The 8 hours Public Holiday pay only applies to employees who work on Easter Saturday. Employees who do not work on Easter Saturday do not receive the 8 hours Public Holiday pay.
  - Easter Monday
  - ANZAC Day
  - Queen's Birthday
  - Labour Day
  - Christmas Day
  - Boxing Day
- (b) Where Christmas Day falls on a Saturday, Christmas Day and Boxing Day shall be observed on the following Monday and Tuesday.
- (c) Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day.
- (d) Provided that:

An employer who terminates the employment of an employee except for reasons for misconduct or incompetence (proof of which shall lie upon the



employer) shall pay the employee a day's ordinary wages for each holiday which falls within 10 consecutive days after the day of termination.

- (e) All work performed on any of the holidays prescribed in this clause or substituted in lieu thereof, shall be paid for at the rate of double time. Employees shall also be entitled to 8 hours pay in accordance with subclause 28(a).
- (f) An employee shall be entitled to an additional day per year to be known as the picnic day. This day shall be taken on the first Monday in March.

### **30. Annual Leave**

Day employees shall be entitled to 152 hours annual leave.

Twelve (12) hour shift employees shall be entitled to 190 hours annual leave. Where a shift worker is rostered off during a public holiday, that employee shall receive one extra day's annual leave or payment in lieu thereof. This shall not attract annual leave loading in subclause 29(a) and (b).

An employee, upon taking of annual leave, shall be paid at;

- (a) a rate equal to the last financial year's (1 July - 30 June) average weekly earnings, excluding annual leave, 'cashed in' leave or other extraordinary payments; or
- (b) paid in addition to their classified rate a 28% loading;

Provided that an employee shall be paid at the highest rate above.

Annual leave shall be given and taken in accordance with the Annual Holidays Act 1944 (as amended).

### **31. Redundancy**

#### **(a) Application**

- (i) This clause shall apply in respect of full time and part time employees.
- (ii) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.



- (iii) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

**(b) Introduction of Change**

(i) Employer's duty to notify

(a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

(b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities, job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

(ii) Employer's duty to discuss change

(a) The employer shall discuss with the employees affected and the union to which they belong, the introduction of the changes referred to in paragraph (b) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

(b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (b) of this clause.

(c) For the purpose of such discussion, the employer shall provide to the employees concerned and the union which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose



confidential information the disclosure of which would adversely affect the employer.

**(c) Redundancy**

**(i) Discussions before terminations**

(a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone, and that decision may lead to the termination of employment, the employer shall hold discussion with the employees directly affected and with the union to which they belong.

**(d) Termination of Employment**

**(i) Notice shall be given as per the notice given in Clause 15, Termination of Employment.**

**(a) Time off during the notice period**

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

**(ii) Employee leaving during the notice period**

If the employment of an employee is terminated (other than misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

**(iii) Statement of employment**

The employer shall, upon receipt of a request from an employee whose employment has been terminated in accordance with this clause, provide to the employee a written statement specifying the period of

