

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/8

TITLE: Parbury Technologies Pty Ltd Enterprise Agreement

L.R.C. NO: 99/6521

DATE APPROVED/COMMENCEMENT: 17 December 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

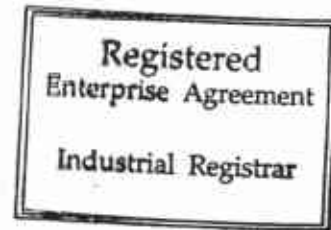
DATE TERMINATED:

NUMBER OF PAGES: 31

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Parbury Technologies Pty Ltd who are situated at the Wyong, New South Wales site

PARTIES: National Union of Workers, New South Wales Branch -&- Parbury Technologies Pty Ltd





Enterprise Agreement
Parbury Technologies Pty Ltd
Wyong Site

Registered
Enterprise Agreement
Industrial Registrar

Date: 2 July 1999

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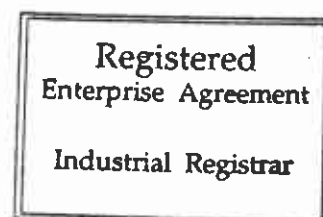


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Key Elements of the 1997 Enterprise Agreements:

Appendix I Definition of Skills

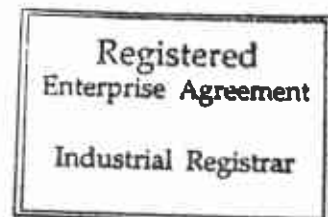
Appendix II Enterprise Agreement 1997



1. Parties to this Agreement

An Enterprise Agreement, made in pursuance of the Industrial Relations Act, 1996 entered into on 2 July 1999 between Parbury Technologies Pty Ltd of 7 Lucca Road, North Wyong of the one part and the Employees of Parbury Technologies Pty Ltd at 7 Lucca Road, North Wyong together with the National Union of Workers (NSW Branch) the following occupations/trades:

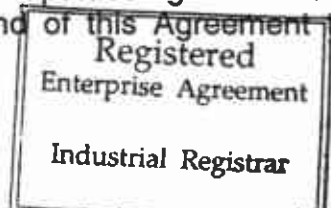
- Warehousing
- Production
- Trades



2. Statements of Understanding

It is agreed by the parties as follows:

- 2.1 **Title:** This Agreement shall be known as the Parbury Technologies Pty Ltd Enterprise Agreement.
- 2.2 **Intention:** This Agreement shall only apply to Employees of Parbury Technologies Pty Ltd in the occupations/trades identified in the Agreement, and who are situated at the Wyong, New South Wales site.
- 2.3 **Duress:** This Agreement was not entered into under duress by any party to it.
- 2.4 **Incident:** This Agreement shall regulate the terms and conditions of employment of Parbury Technologies Pty Ltd Employees. Any terms and conditions not covered by this Agreement will be covered by the following award or relevant legislation:
- Storeman & Packers General (State) Award – (Production)
 - Metal & Engineering Industry State Award (State) - (Trades)
- 2.5 **Term:** This Agreement shall apply for a period of two (2) years from the date of agreement, 2 July 1999.
- 2.6 **No Further Claims:** The parties to the Enterprise Agreement will not seek to vary the terms and conditions herein during the currency, except to remove ambiguity or uncertainty such variation shall be in accordance with the relevant sections of the Act.
- 2.7 **Management's Intention:** It is Parbury Technologies' intention to manage its business in full co-operation and involvement of all Employees within the principal of Total Quality Management Philosophies. The parties agree to meet one (1) month prior to the end of this Agreement to discuss the next Agreement.



3. Labour Flexibility

- 3.1 The Company may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training.

- 3.2 Employees shall comply with all reasonable requests to transfer or to perform any work provided for by this Enterprise Agreement.
- 3.3 Where plant and/or equipment and the layout is suitably arranged and it is safe to do so an operator with appropriate training will be required to operate and/or tend more than one process simultaneously. No operator will be required to operate plant or equipment in separate sections of the factory unless it is deemed safe to do so by both supervisor and Employee concerned.
- 3.4 Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to that Employee.
- 3.5 Employees shall not impose demarcation barriers between the work covered by this enterprise Agreement provided that it is agreed that the work lies within the scope of the skill and competence of the Employee concerned.
- 3.6 Employees shall not unreasonably impose any limitation on supervisors or technical personnel demonstrating the use of equipment or machinery.
- 3.7 Employees shall not impose any restrictions or limitations on the review of work methods, provided that appropriate consultation between employer and Employees has taken place.
- 3.8 The Company will maintain a record of training undertaken by Employees.

4. Terms and Conditions of Employment

4.1 Tenure of Employment - Weekly and Part-time Employees

- (i) New Employees will be hired on the basis of a three months probationary period of satisfactory performance of duties at the grade at which they were hired. Employment during this period of continuous service shall be from day-to-day.
- (ii) When an Employee is transferred into a higher grade that transfer shall be subject to a three (3) months probationary period of satisfactory performance of duties at that level. Further, if job performance falls below the expected standard, then the necessary counselling, and where necessary further training, will take place. This provision shall apply to those Employees appointed to Grade 4 and above.

4.2 Definitions of Employment

- (i) "Weekly Employee" means an Employee who is employed by the week and paid by the week.
- (ii) "Shift Worker" means an Employee working a one (1), two (2) or three (3) shift system.
- (iii) "Night Shift" means a shift commencing before midnight and finishing at or before 8.00am.



- (iv) "Afternoon Shift" means a shift finishing after 7.00pm and at or before midnight.
- (v) "Temporary Employee" is an Employee who is engaged for a specified period of time or a specified task; the length of employment will be advised to the Employee at the time of engagement. Examples of temporary Employees are those covering other Employees on Parental Leave, Long Service Leave, Workers Compensation and the like. Temporary Employees do not include contractors.

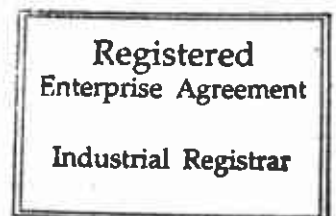
4.3 Terms of Engagement

- (i) The Company shall inform all Employees as to the terms of their engagement, whether they are employed as a permanent or temporary Employee on weekly, part-time or casual hire and their job grouping, within the first week of commencement.
- (ii) Unless specifically excluded within this Agreement a temporary Employee is entitled to the same terms and conditions of employment as a permanent Employee whether employed as a full-timer, part-timer or casual.
- (iii) Employees, excluding casuals, are required to give a minimum of one (1) weeks notice of resignation or forfeiture of up to one (1) weeks wages if the full notice is not given.

4.4 Termination of Employment

- (i) With the exception of casuals, probationary Employees and those engaged for a specific period or task and Employees dismissed for serious and wilful misconduct, the Company will provide the following notice of termination:

Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year and not more than 3 years	2 weeks
More than 3 years and not more than 5 years	3 weeks
More than 5 years	4 weeks



The period of notice will be increased by one (1) week if the Employee is over forty-five (45) years of age and has completed at least two (2) years of service.

- (ii) The Company may dismiss any Employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases, pay shall be paid up to the time of dismissal only.

- (iii) On the termination of the employment, the Company shall give the Employee a statement recording the period of employment, class of work employed upon and when employment terminated.

4.5 Time and Wage Records

- (i) All Employees covered by this Enterprise Agreement are required to use the time clock to record their time of commencing and finishing work. No Employee is permitted to knowingly use another Employee's time card.
- (ii) Wages shall be paid weekly into the Employee's nominated bank or other account, as agreed, not later than 6.00pm on the normal pay day (Thursday).
- (iii) Casual Employees' wages shall be paid into the Employee's nominated bank or other account weekly or on the day of termination of services if earlier than the normal pay day.
- (iv) We are aware of problems in the past with banks not transferring funds as agreed. The Company is prepared to look at individual cases and reimburse reasonable costs as a result of late transfer of wages to the Company's bank. The company cannot be held responsible for the banks internal procedures.

4.6 Abandonment of Employment

The absence of an Employee from work for a continuous period exceeding three (3) working days without the consent of the Company and without notification to the Company, shall be prima-facie evidence that the Employee has abandoned their employment. Provided that during the period of absence the Company will contact the Employee by phone or registered mail to determine the reason for their absence from work. The Employee then has a maximum of seven (7) days after the expiry of the three working days to contact the Company to explain their absence. The Company, however, has agreed that after seven days, but within a reasonable period of time, provided a legitimate reason has been given to the employer, that the Employee will be reinstated to their original position and rate of pay.

4.7 Standing Down of Employees

- (i) The Company shall not be required to pay for any time an Employee cannot be usefully employed because of any strike or through any breakdown in machinery, or any stoppage of work through any cause for which the Company cannot be reasonably held responsible, provided that the Company must apply to the Industrial Relations Commission for a stand down order pursuant to the Industrial Relations Act.
- (ii) An Employee who is stood down under this clause shall be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding such stand down.

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4.8 Union Membership

- (i) The Company will encourage Union membership, and recognises the right of an employee to join or not join a union.
- (ii) The Company recognises that the Union represents all employees covered by this Agreement.
- (iii) The employer will provide Union Membership Forms and introduce the new employee to the Delegate prior to starting work.

4.9 Contracting Work

It is not the Company's intention to contract work currently done in-house. The Company however reserves the right to have work done in the most efficient manner, including contracting work.

5. Part-time Employees

5.1 A part-time Employee means a person who is employed to work regular days and hours which are less than the hours worked by a full-time Employee. Provided that in any week they shall be employed for a minimum of eighteen (18) hours. The Company shall talk to the Union prior to employing part-time employees.

5.2 Unless specifically excluded within this Agreement a part-time Employee is entitled, on a pro-rata basis, to the same terms and conditions of employment as a full-time Employee.

5.3 Subject to Clause 9, part-time Employees shall be paid at an hourly rate equal to the appropriate minimum weekly rate shown against the job group level, divided by 38.

ie; daily hours in excess of normal full working hours.

5.4 Entitlement to overtime will be based on meeting the same criteria as full-time Employees.

6. Casual Employees

6.1 A casual Employee is a person engaged by the hour and paid as such, provided that on any ordinary working day they shall be employed for a minimum of four hours.

6.2 Subject to Clause 9, casual Employees shall be paid at an hourly rate equal to the appropriate minimum weekly rate shown against the job group level, divided by 38 hours.

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- 6.3 A casual Employee shall be paid 20 per cent loading in addition to their normal hourly base rate to compensate them for the non-payment of Sick Leave, Public Holidays, Annual Leave Loading. In addition a 1/12 loading will be added to the hourly rate as payment for Annual Leave.
- 6.4 A casual can be terminated by an hours notice provided that a casual who is dismissed without notice for malingering, inefficiency, neglect of duty or misconduct will be paid up to the time of dismissal only.
- 6.5 A casual whose normal hours of work on any one day are reduced through no fault of theirs without notice prior to the day of work, shall be paid for the hours originally rostered.
- 6.6 Entitlement to overtime will be based on meeting the same criteria as full-time Employees.

7. Labour Hire Arrangements

- 7.1 Wherever possible, the Company shall provide one (1) months notice to the labour suppliers in the event of a reduction, and shall give four (4) weeks notice to casual employees employed for longer than six (6) months.
- 7.2 The Company shall ensure labour hire employees are paid the same as casuals under this Agreement.

8. Grades and Grading Structure

8.1 Definition of Grades and Grading Structure

The grading structure, for the purposes of this Agreement, is comprised of six grades as follows:

- Grade 1 An Employee who performs those duties covered under Grade 2 during a period of training and direct supervision during the first three (3) months of employment.
- Grade 2 An Employee who is trained to perform those duties covered under the job descriptions of process worker and general hand. The Employee must demonstrate proficiency at one of the process worker jobs covered by this grade to qualify for training for those jobs covered under Grade 3.
- Grade 3 An Employee who is trained to perform those duties covered under job descriptions for filler operator, mixer operator, weigh up operator or storeperson. The Employee must demonstrate proficiency at three parts of two different strands (A, B, C or D) indicated under Clause 8.2 of this Agreement to qualify for consideration for training for those jobs covered under Grade 4.



- Grade 4 An Employee who is employed to perform those duties covered under the job descriptions for senior storeperson, senior plant operator, senior weigh up operator or senior filler operator. Selection to Grade 4 is by application and acceptance. Jobs covered by Grade 4 are task based roles incorporating the responsibility for delegation of tasks to other personnel and responsibility for training those Employees.
- Grade 5 An Employee who is employed to perform those duties covered by the job descriptions for team leader or fitter. Selection to Grade 5 is by application and acceptance. Team leaders roles incorporate responsibility for the training of other Employees in all aspects including health and safety training and organisation of and responsibility for the work of others.
- Grade 6 An Employee who is employed to oversee the work of other maintenance Employees including contractors. This includes monitoring their work to ensure compliance with Occupational Health and Safety requirements. Selection to Grade 6 is by application and acceptance.



8.2 Grading Structure - 2 July 1999

Grade	Function	Minimum Req'mnt	Wage 2/7/99 (Incl. 2%)	Wage 5/1/00	Wage 5/7/00	Wage 3/1/01
1.	Probationary Employee		469.58	478.97	488.55	498.32
2.	Process Worker - Powders * - Filling * - Mixers * General Hand - Maintenance	) ) 1 of) these	One part = 481.62 Two parts = 493.68 Three parts = 505.71	491.25 503.55 515.82	501.08 513.62 526.14	511.10 523.89 536.66
3. A	Filler Operator - Manual - Automatic - Extruder	) ) 3 of) these	517.75 - 602.03 517.75 - A,B,C,D One Part	528.11 -614.08 528.11	538.67 -626.36 538.67	549.44 -638.88 549.44
B	Mixer Operator - Powders - PUWS - Sealfast - Paint - Quality Compliance	) ) ) 3 of) these)	530.49 - A,B,C,D Two Parts of One Strand 553.88 - A,B,C,D Three Parts of One Strand	541.10 564.96 577.22	551.92 576.26 588.77	562.96 587.78 600.54
C	Weigh-up Operator - Powders - General	)	565.91 - A,B,C,D Three Parts of One Strand & One Part of Others	577.22	588.77	600.54
D	Storeperson - Raw Materials - Despatch - FG - Packaging - Label Prep	) ) ) 3 of) these))	583.97 - A,B,C,D Three Parts of One Strand & Two Parts of Others 602.03 - A,B,C,D Three Parts of One Strand & Three Parts of Others	595.65 614.08	607.56 626.36	619.71 638.88
4.	Senior Storesperson Plant Operator Senior Weigh-Up Operator Senior Filler Operator Senior	3D + 3C 3B + 3C 3C + 3D 3A + 3D	Range : 626.12 - 650.19 These are minimum Requirements to qualify for training for these jobs (when available)	638.64 -663.19	651.41 -676.46	664.44 -689.99
5.	Fitter - Trade Certificate - Fabrication Skills - Pneumatic Skills - Hydraulics Skills Team Leader		662.24 668.26 676.69 686.31 662.24	675.48 681.62 690.22 700.04 675.48	688.99 695.25 704.03 714.04 688.99	702.77 709.16 718.11 728.32 702.77
6.	Fitter - Restricted Electrical - Maintenance Foreman		698.36 722.44	712.33 736.88	726.57 751.62	741.11 766.66

* Minimum requirements to qualify for next grade.

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9. Wages and Allowances

9.1 Rates of Pay

- (i) Weekly: The rates of pay upon receiving first increase of 2% on 7 July 1999 for each Grade shall be as follows:

Weekly Wage

Grade 1	469.58
Grade 2	481.62 – 505.71
Grade 3	517.75 – 602.03
Grade 4	626.11 – 650.19
Grade 5	662.24 – 685.92
Grade 6	698.36 – 722.44

- (ii) Wage Increases

7/7/99	5/1/00	5/7/00	3/1/01
2%	2%	2%	2%

- (iii) Extra Skills Margin

Additional job strands acquired as shown in Clause 8.2 under grading structure shall warrant the weekly pay increments shown therein.

- (iv) Part-time Employees

A part-time Employee working ordinary time shall be paid one thirty-eighth of the appropriate weekly wage from Clause 9.1(i) of this Agreement.

- (v) Casual Employees

A casual Employee for working ordinary time shall be paid one thirty-eighth of the appropriate weekly wage from Clause 9.1(i) of this Agreement plus 20% plus one-twelfth of the ordinary hourly rate payable in lieu of Annual Leave.

9.2 Allowances

- (i) Shift Work Allowances

Afternoon Shift (as defined) - 15%
Night Shift (as defined) - 30%

- (ii) First Aid Allowance

Three (3) qualified first aid attendants, whose duties include first aid, shall receive an allowance of \$7.32 per week.



(iii) Forklift Driving Allowance

Forklift driving allowance is \$15.90 per week incorporated in hourly rate of pay.

(iv) Carbon Black Allowance

An allowance of \$6.20 per day shall be paid to those Employees handling carbon black in the windscreen sealant plant for all time worked.

(v) Banking Fee Allowance

Employees will be paid an allowance of \$2.00 per week.

(v) The monetary allowances in this clause will be increased by the same percentage as the across the board wage increases set out in Clause 9.1(i) and (ii) above.

9.3 Attendance Bonus

Employees at the end of each four week pay period shall be entitled to a payment of six (6) hours at ordinary time rate of day.

(i) Those Employees who have taken in excess of four (4) hours paid or unpaid leave during that four (4) week pay period shall not be entitled to this payment. Paid leave herein excludes Annual Leave, Public Holidays and Long Service Leave for the purpose of this payment.

(ii) Payments are pro-rated to exclude any Annual Leave and Long Service Leave taken during that four (4) week period.

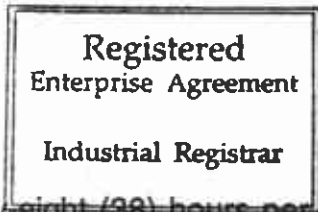
(iii) Attendance bonus will be paid to those employees who, as part of an approved return to work rehabilitation program, have to leave work to attend authorised treatments.

(iv) For employees who are undertaking a return to work rehabilitation plan on reduced hours, the entitlement to an Attendance Bonus will not be affected by the operation of the plan, but will be paid on reduced hours only.

10. Hours of Work

10.1 Ordinary Hours

(i) The ordinary hours of work shall be ~~thirty-eight (38) hours per week~~ not exceeding ten (10) hours in any twenty-four (24) hour period or five (5) days per week, between 6.00am and 7.00pm, Monday to Friday. Changes to ordinary hours of work shall only be by Agreement with those Employees concerned and with the Union Delegates being consulted.



- (ii) Where the Company requires an Employee or group of Employees to change the starting and/or finishing times of their ordinary hours of work it will give the Employee or Employees seven days notice.

If, however, the Company requires the Employee or Employees to make the change before the expiry of the seven (7) days notice and the Employee(s) agree to do so then, in these circumstances, the Company will pay a 50% loading on the actual number of hours being the difference between the new commencing or finishing time and the old commencing or finishing time where the new commencing time is earlier than previously worked or finishing time is later than previously worked for the period up to when the formal notice, ie; seven days, takes effect.

eg; Current spread of hours 6.00am - 4.00pm
 Proposed spread of hours 8.00am - 6.00pm

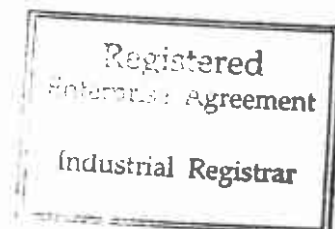
50% loading would be on the two (2) hours difference between 4.00pm and 6.00pm.

10.2 Shift Work

- (i) Afternoon shift shall be fixed ordinary working hours of between seven (7) hours minimum and ten (10) hours maximum per shift finishing after 7.00pm and at or before midnight.
- (ii) Night shift shall be fixed ordinary working hours of between seven (7) hours minimum and ten (10) hours maximum per shift to be worked between 7.00pm and 8.00am.
- (iii) Shifts may be worked on a one (1), two (2) or three (3) shift system, Monday to Friday inclusive.

10.3 Meal Breaks

- (i) Day workers shall be allowed an unpaid meal break of not less than half an hour nor more than one hour for a meal on each day of the week, Monday to Friday, provided that the lunch break may be staggered to suit the needs of the business, and may be changed by mutual consent.
- (ii) The period during which a meal break shall be taken may be altered by agreement between the Employee and the Company.
- (iii) Shift workers shall be allowed a paid meal break of thirty (30) minutes not later than five (5) hours after commencing work and after resumption of work from a previous meal break.



10.4 Rest Periods

- (i) Unless by mutual agreement between the Company and a majority of Employees a rest period during ordinary working hours shall be granted to each Employee after a period of not more than three (3) hours continuous duty at a time agreed with the Employee's supervisor. This rest period shall not exceed fifteen (15) and shall count as time off without deduction in pay. During such period, the Employee shall not leave the premises.
- (ii) These rest periods will be rostered so that the plant continues operation without downtime.

10.5 Washing Time

All Employees who are working in the powder plant shall be entitled to ten (10) minutes washing time and windscreen sealant plant fifteen (15) minutes at the end of each shift or during that shift at an agreed time with their supervisor.

11. Overtime

11.1 Monday - Friday Rates

All work worked before the usual commencing time or after the usual ceasing time each day or in excess of thirty eight (38) hours per week, shall be overtime and shall be paid for at the rate of time and a half for the first three (3) hours and double time thereafter. For the purpose of assessing overtime each day shall stand alone.

11.2 Sunday Rates

All time worked on Sunday shall be paid at a rate of double time with a minimum of four (4) hours pay.

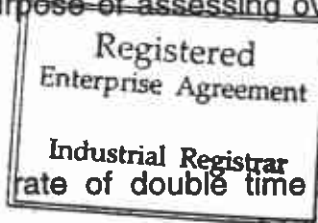
11.3 Saturday Rates

All time worked on Saturday shall be paid at a rate of time and a half for the first three (3) hours, double time thereafter.

11.4 Call Back

An Employee recalled to work after leaving the Company's premises shall be paid for four (4) hours, at least, at the appropriate overtime rate. If during this time on-site circumstances arise that require the Employee to undertake additional work that is considered outside normal activities and therefore would be seen as emergency or unforeseen in its nature, then the additional work would be expected to be carried out within the original call back arrangements.

This clause does not apply to situations where it is customary for an Employee to return to the Company's premises to perform a specific job outside their normal working hours.



11.5 Time-off Between Commencing and Finishing

When overtime worked is necessary it shall be so arranged that Employees have at least ten consecutive hours off duty between the work of successive days. The Employee, other than a casual, who works so much overtime that a ten (10) hour break is not possible before the commencement of their next days work, shall be released after completion of such overtime until they have had ten (10) hours off duty without loss of pay. If, on the instruction of the Company, such an Employee resumes or continues working without having had such ten (10) consecutive hours off duty, they shall be paid at double time rates until released from duty for such period and they then shall be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. This clause shall not apply to casual Employees.

11.6 Rest Periods

- (i) An Employee required to work overtime in excess of 1.5 hours shall be granted a paid crib break of ten (10) minutes at overtime rates; this rest period shall not be in addition to any other rest period.
- (ii) An Employee required to work overtime beyond the normal starting or finishing time shall be granted a paid crib break of twenty-five (25) minutes after five (5) hours of continuous overtime.
- (iii) The rest periods and meal breaks on days where overtime is worked other than on ordinary days of work shall be the same as those shown in Clause 10.3(i) and Clause 10.4(i).
- (iv) These meal periods will be rostered so that the plant continues operation without downtime.

11.7 Meal Money

An Employee required to work overtime for more than two (2) hours after his ordinary ceasing time, shall be paid the sum of \$6.50 in lieu of such meal and if he works for a further four (4) hours he shall be paid a further sum of \$6.50 for the second meal.

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12. Sick Leave

12.1 Employees are entitled to eight (8) days sick leave.

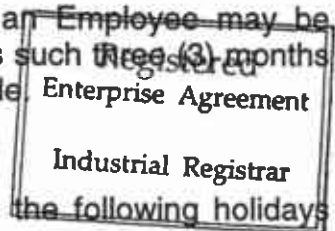
12.2 Any Employee other than a casual Employee who, having at least three (3) months service with the Company, is absent from duty as a result of personal ill health or accident shall be entitled to five (5) days ordinary pay in the first full year of service, and eight (8) days ordinary pay for every subsequent full year of service to be paid as sick pay.

Part-time employees have a proportional entitlement.

- 12.3 Payment of sick pay is conditional on such Employee producing or forwarding within forty-eight (48) hours of the commencement of absences exceeding one (1) ordinary working day and absences prior to or following rostered days off or normal non-working days, Monday to Friday, evidence satisfactory to the Company, that is Doctor's Certificate or Statutory Declaration, that his or her non-attendance was due to personal ill health or accident necessitating such absence.
- 12.4 If an Employee is absent from work, excepting on account of illness, a proportionate deduction shall be made from the Employee's wages for all time lost.
- 12.5 The Employee shall, wherever practical, inform the Company prior to the commencement of the shift or in any case within the first two (2) ordinary hours of the first day or shift of such absence, 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 their absence.
- 12.6 Sick Leave shall accumulate from year to year so that any balance at 31 December of each year shall be allowed in a subsequent year or years without diminution of Sick Leave prescribed in respect of that year.
- 12.7 The payment of any absence on Sick Leave in accordance with this clause during the first three (3) months of employment of an Employee may be withheld by the Company until the Employee completes such three (3) months of employment, at which time the payment shall be made.

13. Holidays

- 13.1 All Employees, excluding casuals, shall be entitled to the following holidays without loss of pay:
- New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas and Boxing Day or any day or days observed as such and all gazetted Public Holidays observed throughout the State.
- 13.2 By agreement between Parbury Technologies Pty Ltd and the majority of Employees covered by this Agreement, other days may be substituted for the holidays stated in Clause 13.1 above.
- 13.3 An additional holiday (previously referred to as the "picnic day") to be agreed between the Company and the majority of Employees covered by this Agreement shall be granted.
- 13.4 Any Employee who is absent without leave or reasonable excuse which, where possible, should be supported by appropriate documentation, eg; Doctor's Certificate, on the working day proceeding or the working day succeeding a holiday shall not be entitled to payment for such holiday.
- 13.5 All time worked on any of the above holidays shall be paid at a rate of double time and one half with a minimum of four (4) hours pay.



13.6 Part-time Employees only have an entitlement to be paid for Public Holidays if they would normally work on that day.

14. Accident Pay

See Workers Compensation Act, 1987.

15. Annual Leave

15.1 See Annual Holiday Act, 1944, as amended.

15.2 The Company shall inform employees six (6) months before intended annual leave closedown. These dates will be subject to confirmation one (1) month prior to actual close down.

16. Annual Leave Loading

16.1 When Employees take Annual Leave to which they have an entitlement to, (leave taken in advance is excluded from this sub-clause) they shall be paid an Annual Leave Loading of 17½% based on the ordinary rate of pay they would have received had they not been on Annual Leave. In case of shift workers, they are entitled to the greater of the 17½% or the shift allowance for the period of the Annual Leave.

16.2 Where leave is taken in advance, then on the anniversary of the persons employment a calculation will be made as in Clause 16.1 above. The difference between this calculation and the rate of pay used to pay the Annual Leave will be paid in the next pay period after the anniversary date.

16.3 Where the services of a person are terminated by the Company for reasons other than misconduct, any pay-out of outstanding Annual Leave entitlement (excluding that which is accruing) shall be calculated in accordance with Clause 16.1 above.

16.4 Leave loading is not paid on that leave which is accruing at the date of resignation.

17. Long Service Leave

See Long Service Leave Act, NSW, 1955, as amended.

18. Compassionate Leave

18.1 An Employee shall be entitled to a maximum of three (3) days without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the Employee's husband, wife, father, mother, brother, sister, child, step-child, grandparents, grandchildren or parents-in-law. For the purposes of this sub-clause the words "wife" and "husband" and "mother" shall include foster father or mother and step-father or step-mother. For the purpose of this clause the words wife and husband shall include de facto.



18.2 Provided further, an Employee shall be entitled to a maximum of three (3) days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an Employee's husband, wife, father or mother and where such Employee travels outside of Australia to attend the funeral.

19. Jury Service

An Employee shall be allowed leave of absence during any periods when required to attend for jury service. During such leave of absence, an Employee shall have the difference between jury expenses or fees received and the Employee's normal pay made up by the Company.

An Employee shall be required to produce to the Company proof of requirement to attend and attendance on jury service and shall give the Company notice of such requirement as soon as practicable after receiving notification to attend for jury service.

20. Parental Leave

In respect of the following leave:

- Adoption
- Maternity
- Paternity

See Industrial Relations Act, 1996.



21. Family Emergency Leave

21.1 Employees, excluding casuals, required to look after the health and welfare needs of immediate family members at short notice are allowed up to five (5) days a year to do so. This leave may be paid, ie; taken from accumulated Sick Leave owing to the Employee or unpaid.

21.2 Employees taking such leave are required to advise their manager as soon as possible of their absence and likely length of time off.

22. Implementation of Grading Structure

22.1 The grading classification of a new Employee will be based on an assessment on skills acquired. This assessment will be conducted jointly by the Employee's supervisor and the Employee.

22.2 The grading classification of existing Employees will be based on an assessment of the skills currently held. This assessment will be conducted jointly by the Employee's supervisor and the Employee.

22.3 Consistent with their classification, all Employees will assist other Employees in gaining new skills.

22.4 All Employees are required to carry out training of other Employees where that is stated as a responsibility of their grade.

- 22.5 It is not compulsory for Employees to increase their individual skills level.
- 22.6 All Employees are responsible for their own safety and for the safety of others.
- 22.7 In the event of a dispute over the grading of an Employee, refer to Clause 26 Dispute Settlement Procedure.
- 22.8 All Employees will have their grading classification reviewed at least once a year with their supervisor.
- 22.9 The Consultative Committee to have responsibility for training matters and re-classification of Employees. The final decision rests with management.

The Committee to review the grading structure and one of the first items to be discussed to be Grade 4.

23. Superannuation

23.1 Definitions



- (i) "Eligible Employee" means an Employee who is or becomes a member of the Australian Retirement Fund or the Sedgwick Noble Lowndes Master Fund, and is:
1. a weekly or part-time Employee with no less than four (4) weeks continuous service with the employer; or
 2. a casual Employee who has:
 - had a start with the employer on thirty (30) days in a period no greater than one (1) year preceding the operation of this Agreement; and
 - worked an average, in the case of junior Employees, of at least twelve (12) hours per week and in the case of adult Employees at least six (6) hours per week with the employer during the one (1) month immediately preceding any day the employer would (but for this definition) be required to make the superannuation contributions prescribed in sub-clause (ii) hereof.
- (ii) "Ordinary Time Earnings" means an Employee's classification rate in this Agreement, any over award payment, tool allowance, leading hand allowance and shift loading including weekend and Public Holiday rates, where the shift worked in part of the ordinary hours.
- All other allowances and payments are excluded.
- (iii) "Act" means the Occupational Superannuation Standards Act, 1987.
- (iv) "Regulations" means the Occupational Superannuation Standards Regulations.