

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/148

TITLE: Tyco Healthcare Pty Ltd Hurstville Operation Site Agreement 2002

I.R.C. NO: 2002/1590

DATE APPROVED/COMMENCEMENT: 2 April 2002/6 March 2002

TERM: 28 February 2003

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 10 May 2002

DATE TERMINATED:

NUMBER OF PAGES: 35

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged in manufacturing operations at 59-69 Halstead St, Hurstville, NSW

PARTIES: Tyco Healthcare Pty Ltd -&- the Shop, Distributive and Allied Employees' Association, New South Wales

*Tyco Healthcare Pty. Ltd., Hurstville Operation
Site Agreement 2002*

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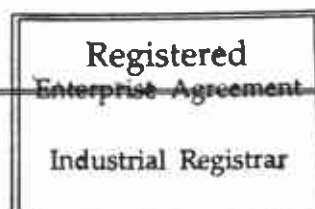
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SECTION 1 - INTRODUCTION

1.1 Title

This Agreement shall be known as "Tyco Healthcare Pty. Ltd. Hurstville Operation Site Agreement 2002" and referred to as "the Agreement" or "this Agreement".

1.2 Parties

The parties to this Agreement are:

1.2.1 Tyco Healthcare Pty. Ltd., in respect of its manufacturing operation at 59 - 69 Halstead Street, Hurstville in the state of New South Wales (hereinafter called "the Company");

1.2.2 The hourly paid employees of the aforementioned enterprise who are covered by the following awards;
Tennis Strings and Sutures Industry (State) Award,
Metal and Engineering Industry (NSW) Award,
Electricians, & C. (State) Award, and
Storeman and Packers, General (State) Award,
(hereinafter called "the Employees") and

1.2.3 The Shop, Distributive and Allied Employees Association, New South Wales hereinafter called "the Union"

1.3 Duress

This Agreement was not entered into under duress by any party to it.

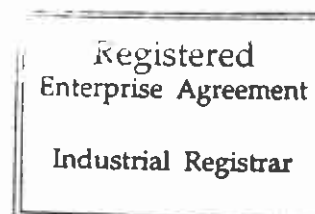
1.4 Objective

The primary objective of the Agreement is to develop a common understanding of the wages, conditions and terms of employment of the employees by the company.

This document will supplant the individual awards noted in paragraph 1.2.2, above and provide a working document that details the responsibilities and duties of each party to ensure that all of the aforementioned parties are aware of these.

Further, the creation of this Agreement, is to provide a platform for enhancing the culture within the enterprise, so that management and employees acquire a common understanding of the responsibilities of both parties in developing the enterprise to become a world class quality and cost competitive catgut manufacturer.

The restructuring of wage categories recognises the need to reward employees for achievement, and acquisition of new skills, of vital importance in creating a more goal oriented operation.



1.5 Relationship to Common Rule Awards and Previous Agreements

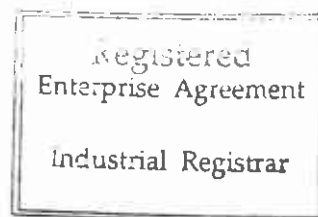
This document has been created to bring together terms and conditions in the aforementioned awards (referred to at Clause 1.2.2) into one enterprise specific document. In so doing, if there is any inconsistency between this Agreement and the aforementioned Awards (referred to at Clause 1.2.2), then this Agreement shall apply. The same will be the case if there are previous agreements in place whether registered or not. Specifically, this Agreement replaces and makes obsolete the earlier Certified Agreement (D0797) between Sherwood Medical Industries Pty. Ltd. and its employees on this same site.

1.6 Nominal Term

This Agreement shall come into operation from the beginning of the first pay period on or after 1st March, 2002 and remain in force until 28 February, 2003 and shall continue to remain in force until rescinded by agreement of the parties upon application to the Industrial Relations Commission of New South Wales. Wages and allowances may be reviewed however prior to the expiration of this Agreement if changes are legislated in the wages and allowances contained in the awards (referred to at Clause 1.2.2) that surpass those contained in this Agreement.

1.7 Leave Reserved

Leave is reserved by the Company and/or the Union to re-enter negotiations with the employees to alter this Agreement if circumstances change to such an extent that the terms of this Agreement are untenable or become obsolete.



SECTION 2 - DEFINITIONS**2.1 Wet Area**

Means that area related to wet processing of gut strands including the following production departments; Extraction and Chrome (Chemical Processing) ; Wet Grade and Make and Measure (Physical Processing) and Spinning or any combination of these departments that may be introduced.

2.2 Finishing Area

Means that area related to the completion steps of gut strand manufacture including the following production departments; Cutdown, Culling, Gauging, Polishing, Inspection, and Inventory or any combination of these departments that may be introduced.

2.3 Process Worker

Means a person employed by the company to work in the production areas mentioned in 2.1 and 2.2 above. This classification will be further defined by Level 1, Level 2, Level 3 and Level 4. Each of these sub-classifications shall be defined as follows;

2.3.1 Process Worker Level 1 (P1) - An entry level employee who has not yet completed their 3 month introductory period or has not reached a satisfactory level of competence in the position for which they were employed. To advance to the next level, an acceptable level of competence will need to be shown in all tasks required in that position.

2.3.2 Process Worker Level 2 (P2) - An employee who has completed their 3 month introductory period and who has reached a level of competency in the position in which they were employed to an extent that they are fully capable of carrying out all the tasks required of that position correctly, without assistance and at a rate commensurate with the expected rate of performance for those tasks.

2.3.3 Process Worker Level 3 (P3) - An employee who has reached Level 2 and is satisfactorily competent in more than one position.

2.3.4 Process Worker Level 4 (P4) - An employee who has reached Level 3, and who is continuously employed in the preparation of incoming raw catgut materials prior to any chemical washing or cleansing. This level also includes employees who assist in the chemical process by dispensing chemicals for use in production and / or the chemical washing and cleansing of raw catgut material.

2.3.5 Process Worker Level 5 (P5) - An employee who has reached Level 4, and who is continuously employed dispensing chemicals for use in production, and has control over the chemical processes within the Wet Area.

2.4 QC Attendant

Means an employee whose job is to measure physical quality performance of the process and product and to prepare reports of this performance. This classification will be further defined by Level 1, Level 2, Level 3. Each of these sub-classifications shall be defined as follows;

2.4.1 QC Attendant Level 1 (Q1) - An entry level employee who has not yet completed their 3 month introductory period or has not reached a satisfactory level of competence in the

position for which they were employed. The acceptable level of competence will need to be shown in all tasks required in that position.

2.4.2 QC Attendant Level 2 (Q2) - An employee who has completed their 3 month introductory period and who has reached a level of competency in one of the areas required of this position.

2.4.3 QC Attendant Level 3 (Q3) - An employee who has reached Level 2 and is satisfactorily competent in all jobs required of this position.

2.5 Analytical or Process Chemist (Q4)

Means an employee classified as such by the company and who is principally engaged in routine analysis and / or routine process control and the securing of the necessary adjustment under supervision.

2.6 QC Group Leader (Q5)

Means an employee employed to work as a QC Attendant and who has responsibility for other QC Attendants and their work. The QC Group Leader shall also be responsible for the running of the QC Physical Testing Laboratory.

2.7 Research Chemist (Q6)

Means an employee classified as such by the company and who is mainly and principally engaged in the investigation and correction of chemical processes in manufacturing and the measurement and adjustment of chemical process variables.

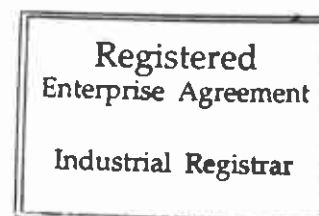
2.8 Storeperson

Means an employee whose job is to work in the areas known as stores, receiving and dispatch. This classification will be further categorised as Level 1, Level 2 and Level 3.

2.8.1 Storeperson Level 1 (S1) - An entry level employee who has not yet completed their 3 month introductory period or has not reached a satisfactory level of competence in the position for which they were employed. The acceptable level of competence will need to be shown in all tasks required in that position prior to progressing to the next level.

2.8.2 Storeperson Level 2 (S2) - An employee who has completed their 3 month introductory period and who has reached a level of competency in the position in which they were employed to an extent that they are fully capable of carrying out all the tasks required of that position correctly without assistance.

2.8.3 Storeperson Level 3 (S3) - An employee who has reached Level 2 and is continuously employed in the warehouse and stores areas. Such an employee shall be satisfactorily competent in both areas of receiving and dispatch.



2.9 Fitter

Means a person employed by the company, to install and maintain plant and equipment with respect to the mechanical performance of that equipment and whose duties comply with the definition of "Engineering Tradesperson - Level I" in Part I Clause 43 Wage Group C10 of the Metal Industry Award, 1984.

2.9.1 Fitter Level 1 (M1) - Shall be an employee so employed as a fitter who has not reached a period of employment of three months and / or who has not reached a level of competency in maintaining machinery specific to this enterprise.

2.9.2 Fitter Level 2 (M2) - Shall be an employee so employed as a fitter who has served three months and who has reached a level of competency on maintaining machinery specific to this enterprise, such that the employee can maintain the equipment without reference to other staff.

2.10 Electrician

Means a person employed by the company, to install and maintain electrical plant and equipment, and whose work duties comply with the definition of either the definition of "Electrical Mechanic" in Clause 2 Section I Part (i) or "Electrical Fitter" Clause 2 Sect I Part (ii) of the Electricians, & C (State) Award.

2.10.1 Electrician Level 1 - (E1) Is an Electrician as described above who has not yet served 3 months service with the company or who has not reached a level of competence such that they can work un-supervised by the plant electrician.

2.10.2 Electrician Level 2 - (E2) Is an Electrician so described above (Clause 2.6) who has reached 3 months of continuous service and has reached a level of competence and understanding of the plant machinery to work unassisted by the Plant Electrician described below.

2.10.3 Plant Electrician (E3)

As per "Electrician" above, but additionally whose duties comply with the definition of "Plant Electrician" in Clause 2 Section I Part (ii) of the Electricians, & C. (State) Award. In addition, this "Plant Electrician" will be the holder of the New South Wales Building Services Corporation electrical licence for the site.



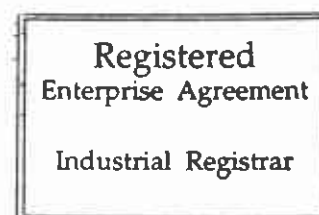
SECTION 3 - WAGES, ALLOWANCES AND SUPERANNUATION

3.1 Wages

- 3.1.1 This Agreement, in so far as it fixes rates of wages, is made by reference and in relation to the Industrial Relations Act, 1996.
- 3.1.2 The wage rate paid to an employee shall be determined by their classification and the appropriate rate laid out in Appendix I - Table 3.2. Note should be taken, however, of clause 10.1 - Mixed Functions and applied as stated therein.
- 3.1.3 Junior Employees - The minimum rates of pay for junior employees (other than trainee chemists) shall be as set out in Appendix I - Table 3.1 - Junior Wages as percentages of the weekly rate for the appropriate adult classification referred to in Appendix I - Table 3.2 - Wages. Such wages will be calculated to the nearest 10 cents rounding up in all cases.
- 3.1.4 Junior Trainee Chemists - The wage for a Junior (under 18 years of age) trainee chemist shall be 90% of the relevant Trainee Chemist rates as described in Appendix I - Table 3.2 - Wages and at age 18 will be 100 % of the adult wage.
- 3.1.5 The wages stated in this Agreement (Appendix I) are in excess of the rates of pay set down in the awards referred to at Clause 1.2.2 for the classifications contained herein, and should not be construed as new award rates of pay. Therefore, if movement should occur in such common rule award rates during the duration of this Agreement, those increases will be absorbed by the margin in place.

3.2 Allowances

- 3.2.1 Following, in Appendix I - Table 3.3 are listed Other Rates and Allowances as referred to in the body of this Agreement.
- 3.2.2 Allowances shall only be paid for the period an employee is so employed in a job which attracts such an allowance.
- If the allowance is an hourly allowance it shall be paid for the hours worked in that job. (eg. Wet Allowance)
- If the allowance is paid per shift, it will be paid for the whole shift no matter what part of a shift the employee was employed in that job. (eg. Charge Hand, Relief Supervisor, Relief Group Leader)
- If the allowance is paid per week it will be paid for the whole week, no matter what part of a week the employee was employed in that job. (eg. First-Aid, Tool)
- 3.2.3 If, for any reason, an employee's situation changes and they are no longer working in a job that attracts an allowance, the allowance shall cease immediately, notwithstanding the above sub-clause 3.2.2

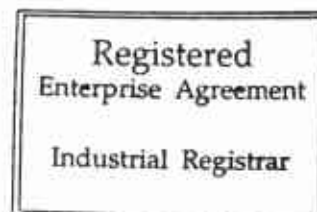


3.3 Superannuation

Superannuation payments shall be in accordance with the Superannuation Guarantee (Administration) Act. At the time of completion of this Agreement contributions by the Company were 8% of the employees ordinary time earnings and will increase to 9% as at the 1st July 2002. Further, the Company will pay a supplementary sum of 5% of ordinary time earnings into superannuation for those employees who themselves contribute at least 4% into the company administered fund.

SECTION 4 - PAYMENT OF WAGES

- 4.1 Wages will be paid weekly, via Electronic Funds Transfer (EFT) into the employees nominated Bank Account. Transfer will occur on Thursdays of each week unless this is impractical due circumstances beyond the control of the Company such as Public Holidays, Bank Holidays etc. where other arrangements will be made in consultation with the employees.



SECTION 5 - CONTRACT OF EMPLOYMENT

5.1 Basis

All employees covered by this Agreement shall be employed on a weekly basis in accordance with the needs of the business.

5.2 Introductory Period

All new employees shall be employed on probation for a period of three (3) months. The purpose of this introductory period shall be to determine the employee's suitability for the position in which they were employed and measure the employee's conformance to set goals required to be achieved. Continuous, weekly, assessment of the employee's capability to carry out their duties will occur during this period and the employee will be consulted and informed of each assessment. During this period an employee may be terminated by one week's notice on either side or by payment or forfeiture (as the case may be) one week's wages in lieu of such notice. At the completion of the introductory period the employee shall be considered to be a permanent employee.

5.3 Direction to Carry out Duties and Flexibility.

5.3.1 An employee shall perform all tasks which are incidental or related to their normal work, which shall include cleaning of the employee's immediate work area and equipment used in that job. It shall not include cleaning of toilets and shower facilities.

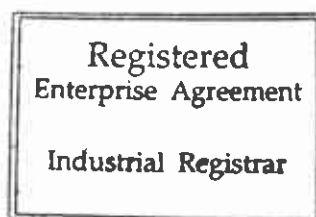
5.3.2 The company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training and consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling.

5.3.3 The company may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.

5.3.4 Any direction issued by the company pursuant to sub-clauses 5.3.1 and 5.3.2 shall be consistent with the company's responsibilities to provide a safe and healthy working environment.

5.4 Stoppage of Work

In the event of a stoppage of work through any cause outside the company's control, the contract of employment may be suspended, in which case the company's liability for payment shall be suspended for the duration of the stoppage of work; provided that two working days' notice shall be given to employees prior to such suspension.



5.5 Termination**5.5.1 Period of Notice**

The required period of notice is to be worked out as follows:

Employee's period of continuous service	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Employees over 45 years of age with at least 2 years continuous service at the time of termination shall receive an additional week's notice. Where the relevant period of notice is not provided, the employee shall be entitled to payment in lieu. Provided that employment may be terminated by part of the period of notice and part payment in lieu.

Payment in lieu of notice shall be calculated on the basis of:

- (a) the employee's ordinary hours of work (even if they are not standard hours); and
- (b) the amounts ordinarily payable to the employee in respect of those hours, including all allowances, loadings and penalties; and
- (c) any other amounts payable under the employee's contract of employment.

5.5.2 Payment for Public Holidays

An employee whose employment is terminated by the company other than for misconduct, on the working day immediately preceding a public holiday or public holidays, shall be paid for such holiday or holidays.

5.5.3 Certificate of Service

An employee, with more than three months' service, on leaving or being discharged, shall, if they so request, be given a document by the company stating the length and nature of their employment. Such document will become the property of the employee.

5.6 Misconduct

In the case of misconduct, an employee can be dismissed immediately with forfeiture of the requirement to give the required notice. Misconduct will include, but not be exclusive to, horseplay, wilful damage of company or other employees' property, theft of company or other employees' property, wilful unsafe acts, fighting or wilful abuse of another employee or officer of the company.

5.7 Abandonment of Employment

An employee who absents themselves from work for three (3) consecutive working days without notifying the company of the reason for their absence will be deemed to have abandoned their employment and may be dismissed immediately with forfeiture of the requirement to give one week's notice.

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5.8 Redundancy

5.8.1 Definitions

- a] "Redundancy" shall mean, and be deemed to exist where;
the employer has ceased, or intends to cease business at the site; or
the requirements of the business for employees to carry out work of a particular kind
have ceased or diminished or are expected to cease or diminish. Redundancy shall
not exist if ownership of the company should change.
- b] "Business" includes any part of the operations at the above-mentioned site.
- c] "Ordinary Rates of Pay" means the normal weekly payment received by the
employee at the date of retrenchment.
- d] "Employee" includes hourly & weekly, full or part-time employees, but not
temporary employees.
- e] "Retrenchment" shall mean terminating the services of an employee with the
Company due to redundancy.

5.8.2 Notice

Employees will be provided with four (4) weeks' notice of the intention of their
retrenchment.

5.8.3 Voluntarily leaving during notice period

Employees nominated for retrenchment shall have the option of either working out their
period of notice or leaving at any time during the notice period and not forfeiting the
redundancy benefits of this Agreement. They shall not however be due the wages they
would have earned during the notice period. All payments will be calculated as at the time of
leaving.

5.8.4 Service Allowance

Redundant employees shall be paid four (4) weeks' lump sum , plus four (4) weeks' for each
completed year of service with the Company.

Amounts for employees with service less than 12 months shall be calculated as for
employees with one year's service.

5.8.5 Age Allowance

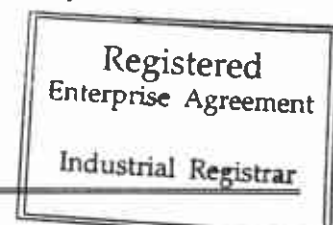
Redundant employees aged 45 years or over at the time of their redundancy will receive 1.25
times the sum calculated in 5.8.4 above.

5.8.6 Annual Leave Loading

Annual leave loading will be paid on all accrued annual leave including current pro-rata
entitlements.

5.8.7 Long Service Leave

All redundant employees will receive pro-rata Long Service Leave for all years of continuous
service.



5.8.8 Superannuation

Normal resignation benefits under the superannuation plan will apply to members who are made redundant and retrenched.

5.8.9 Time Off

The company will allow up to four days' paid time off during the notice period to permit employees to seek and be interviewed for alternative employment, subject to the employee providing satisfactory evidence of such interview and the duration of the interview. On each occasion the employee shall only be paid for the time of interview and a reasonable period for travel to and from the interview.

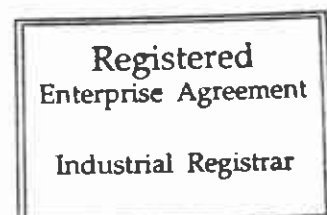
5.8.10 Seniority

Retrenchment will take place by affected section or department on the basis of volunteers first, then by seniority (ie. Last On – First Off), dependent on the needs of the business. An excess of volunteers will be resolved in the first instance by giving preference to those with greatest length of service and then by ballot.

5.8.11 Administration

Prior to termination, all redundant employees will be supplied with a Certificate of Service.

Further, all employees being retrenched will receive, during the notice period, an itemised statement of all termination monies due to them.



SECTION 6 - HOURS OF WORK

6.1 Ordinary Hours

6.1.1 The ordinary hours of working, excluding shift-work, hereinafter provided for, shall be determined based on an average 38 hour working week, and are to be worked between the hours of 7.00 am and 5.00 pm, Monday to Friday inclusive. However the normal hours worked in any one work week may, in fact be more than 38 hours so long as the agreed method of rostering working hours equate to an average of 38 hours per week over the period of the roster.

6.1.2 Under this Agreement, future working arrangements may continue to be altered through a process of consultation and agreement with the employees. Hours of work will be determined mutually between the parties, taking due account of, the needs of the business, consideration of employee needs and appropriate rostering arrangements.

6.2 Crew Rosters

There may be multiple rosters in place at any one time and the employees will be advised as to which roster they are working under. Employees may, given a period of notice of seven calendar days, be asked to change from one roster or crew to another so that the operation of the facility can be maximised. Similarly, an employee, may request to change their rostered day off (RDO) with another employee or interchange their own RDO's, giving the company the same period of notice.

6.3 Meal Breaks

There shall be a meal break for lunch each day of not less than 30 minutes. The time taken for such meal break shall not be paid. This meal break shall occur no later than five hours after the start of shift unless the company and the majority of employees agree to extend that period. However, it shall not be any later than six hours after the start of shift in any case.

6.4 Working through Meal Breaks

If an employee is called upon to work through their meal break they shall be paid at time and a half until such break is taken or until the cessation of work for the day, whichever is earlier.

6.5 Rest Breaks

There shall be two paid rest breaks of ten minutes duration in any shift, one to be between starting time and lunch and the other between lunch and finishing time. These breaks are sometimes known as Morning and Afternoon Tea.

If so agreed between the company and the majority of employees the Afternoon Tea break may be forgone in place of finishing work 10 minutes earlier than the shift would normally cease.

6.6 Wash-up Time

Employees will be allowed a period of not more than ten minutes at the end of their shift for wash up.

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6.7 Part-Time Employees

- 6.7.1 Part-time employees may be employed when the company is unable to employ suitable employees to work full-time.
- 6.7.2 The ordinary hours of work, exclusive of meal times, shall be less than those prescribed for weekly employees but shall not, in any case, be less than twenty hours per week.
- 6.7.3 Part-time employees shall be paid at an hourly rate of pay which shall be at the rate of one thirty-eighth of the weekly wage of the appropriate classification in accordance with Clause 3.1, "Wages" earlier in this Agreement.
- 6.7.4 All other provisions of this Agreement with respect to leave, holidays and conditions shall apply to part-time employees on a pro-rata basis.

6.8 Casual Employees

- 6.8.1 Casual employees shall be paid an hourly rate equal to the appropriate weekly rate provided for in Clause 3.1, divided by 38 plus 17.5 %, with a minimum payment on any one day of four hours.
- 6.8.2 Casual employees shall not be employed as shift workers.
- 6.8.3 Leave provisions of this Agreement, such as but not exclusive to, sick leave, annual leave etc., shall not apply to casual employees.

6.9 Temporary Employees

- 6.9.1 Temporary employees may be employed by the company to meet periods of unusual demand or to cover for periods of leave, such as, but not exclusive to, maternity leave.
- 6.9.2 Except in the case of covering for maternity leave, the maximum period a temporary employee can be engaged without either being made permanent or having their service terminated, will be six months. The employee so hired will be informed at the time of appointment of the intended period of employment.
- 6.9.3 Temporary employees can be hired as either part-time or full time. In either case the employee will have a probationary period, as previously described, of three months.
- 6.9.4 The terms and conditions for temporary employees shall be the same as for permanent employees except that in the case of sick leave the employee shall only be credited pro rata for the period so employed.
- 6.9.5 Notwithstanding Clause 6.9.4, a temporary employee who has completed their previously agreed term of employment and is terminated, shall not be entitled to the terms and conditions of redundancy.
- 6.9.6 A temporary employee, who is subsequently made permanent, shall have the period of temporary employment counted as service for all measures related to service.
- 6.9.7 If business demand increases during the term of a temporary employee's employment, such employee shall be given first option on permanent employment prior to any additional personnel being hired.

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SECTION 7 - SHIFT WORK

7.1 Hours of Work

Shift work shall be worked between the hours of 4.00 pm. and 12.00 Midnight, from Monday to Friday Inclusive.

7.2 Shift Allowance

The wages for shift workers shall be as per normal hourly wages as specified in Clause 3.1 - Wages with the addition of a 15% Shift Premium.

SECTION 8 - OVERTIME

8.1 Rate of Pay

An employee called on to work overtime, shall be paid at the rate of time and a half for the first two hours and double time thereafter for the overtime so worked, including:

- (i) all time worked before the usual commencing time on any day;
- (ii) all time worked after the usual finishing time on any day;

Where an employee works overtime prior to the commencing time and after finishing time on any one day, the overtime hours worked will be considered additive for the purpose of this clause.

8.2 Recall and Minimum Payment

An employee required to work overtime on a Saturday, Sunday, Public Holiday or Rostered Day Off or an employee recalled to work overtime after having left the company's premises shall be paid for a minimum of 4 hours.

8.3 Sundays

Overtime worked on Sundays shall be paid at the rate of double time for all time worked.

8.4 Public Holidays

Overtime worked on Public Holidays shall be paid for at the rate of Time and a half in addition to the normal time rate already paid in respect of the public holiday. That is, the employee shall be effectively paid at double time and a half for the time worked.

8.5 Computation of Pay

In computing overtime as with normal time pay, pays will be calculated based on time worked to the nearest ten (10) minutes. Any part of ten minutes remaining will be reckoned as ten minutes.

8.6 Transport after Overtime

Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available the company shall provide them with conveyance, or pay the cost of conveyance, to reach a point where reasonable means of transport are available, or, if no such transport is available, to their home.

8.7 Meal Breaks

All meal breaks during overtime, no matter when taken shall be unpaid breaks.



8.8 Meal Allowance

An employee who is required to work overtime for any period in excess of one and a half hours after the normal finishing time shall be paid a meal allowance, no matter whether a meal break is taken. The rate of this meal allowance is contained in Appendix I - Table 3.3

8.9 Rest Period following Overtime

8.9.1 An employee required to work overtime after their normal shift shall be entitled to a ten (10) hour Rest Period prior to commencement of work on the following day.

8.9.2 If the full ten (10) hour Rest Period is taken the employee shall be paid at ordinary rates for normal working hours falling within the Rest Period, even though not worked.

8.9.3 Should an employee resume or continue work without having had such a Rest Period, they shall be entitled to overtime rates until such time as released.

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SECTION 9 - LEAVE

9.1 Public Holidays

- 9.1.1 The following days, or days upon which they are observed, shall be holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and any other days proclaimed as public holidays for the State of New South Wales.
- 9.1.2 In addition, to the holidays specified in subclause 9.1.1, one additional day will be granted in lieu of a Picnic Day and will be a day agreed to by both the majority of the employees and the company.
- 9.1.3 All public holidays falling on a usual working day shall be counted as time worked and paid for as such.
- 9.1.4 If a public holiday falls on an employee's rostered day off then that employee will be afforded another day in lieu of that rostered day off, usually the working day immediately prior to or after that day.
- 9.1.5 An employee who absents themselves without authorised leave on the working day immediately preceding or the working day immediately following a holiday shall not be entitled to payment for such holiday. In the case of sick leave being claimed a doctor's certificate will be required.

9.2 Sick Leave / Family Leave

An employee who is unable to attend for duty during their ordinary working hours by reason of personal illness or personal incapacity or the illness or personal incapacity of an immediate family member (husband, wife or child), shall be entitled to be paid at the ordinary time rate of pay for the time of such non-attendance subject to the following:

- 9.2.1 The employee shall not be entitled to paid leave of absence for any period in respect of which they are entitled to compensation under the Workers' Compensation Act, 1987. Notwithstanding the intent of this clause, an employee may request to be paid sick leave, where due; for the period of absence until such Worker's Compensation claim is accepted and the employee is paid for the absence as Compensation. Once such compensation payment is made the employees' sick leave balance will then be re-credited with whatever sick leave was used.
- 9.2.2 The employee should, prior to the start of their shift where practicable, and in any case, prior to completion of the shift of such absence, inform their supervisor or manager of their inability to attend for duty and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence. Special note should be taken here of Clause 5.7 - Abandonment of Employment.
- 9.2.3 On all occasions when an employee is absent on sick leave for two consecutive working days or more, the employee shall prove to the satisfaction of the company, by production of a medical certificate or other satisfactory evidence, that they were unable, on account of illness or injury, to attend for duty on the day or days for which sick leave is claimed. An employee who consistently absents themselves for single days may also be asked to provide similar evidence.

- 9.2.4 Subject to the other provisions of this clause, an employee shall be credited with 80 hours paid sick leave in respect of each full year of service. Sick leave granted with pay shall be deducted from such credit.
- 9.2.5 Sick leave entitlements not claimed in any one year shall accumulate from year to year, so long as the employment continues with the company.
- 9.2.6 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 payment shall be made.

9.3 Annual Leave

- 9.3.1 Annual leave shall be administered as per the Annual Holidays Act, 1944.
- 9.3.2 For annual leave taken, the employee will be paid an additional amount of twenty (20) per cent of the ordinary rate of pay in respect of the period of annual leave taken. This ordinary rate of pay shall be the employee's ordinary weekly pay rate for their permanent position notwithstanding any temporary transfer that may occur in the employee's last week of work prior to proceeding on annual leave.
- 9.3.3 Employees will provide the company with four (4) weeks' notice of their intention to take annual leave. Under extreme circumstances and at the company's absolute discretion, this aforementioned period of notice may be waived by the company.
- 9.3.4 Under the normal period of notice mentioned in 9.3.3 above, payment will be made prior to the employee proceeding on annual leave. However, when a period of one week or less is given in notice, then the payment will be made in the first week of leave by the normal means of transfer to the employees account.
- 9.3.5 In the case of termination, all outstanding annual leave and loading will be paid to the employee except in the case where the termination is at the employee's discretion and where the leave outstanding is related to leave accrued pro rata for any period of service of less than twelve months. In this latter case only the annual leave and not the loading shall be paid.
- 9.3.6 Annual leave will be taken in multiples of one week. Exceptions to this are; when a public holiday falls within the period of annual leave, in which case allowance will be made for that public holiday; or if the employee has not accrued sufficient annual leave for a full week to be taken when the plant is shut down for the December / January shutdown in which case the whole amount of leave due will be used with the balance taken as leave without pay. Single day leave may also be approved in the case of religious holidays not gazetted as public holidays.
- 9.3.7 It is not intended that Annual Leave be used as a replacement for sick leave on single day absences and when insufficient sick leave has accrued.
- 9.3.8 Annual leave will not be granted in advance of pro rata accrual. It will be the employee's responsibility to reserve sufficient annual leave to cover the period of shutdown, usually of two working weeks duration.
- 9.3.9 Under no circumstances will annual leave be paid out in lieu of taking leave unless the employee terminates their employment with the company.

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9.4 Long Service Leave

Long service leave will accrue and be administered as per the Long Service Leave Act, 1955.

9.5 Compassionate Leave

An employee shall, on the death within Australia of a wife, husband, father, mother, father-in-law, mother-in-law, child or stepchild, brother or sister, be entitled to leave up to and including the day of the funeral of such relation and such leave will 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 company. 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 purpose 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.

Provided further that an employee shall be entitled to a maximum of three 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, mother or child.

9.6 Jury Service

An employee shall be allowed leave of absence during any period when required to attend for Jury service.

During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's normal ordinary rate of pay.

An employee shall be required to produce to the company proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the company notice of such requirements as soon as practicable after receiving notification to attend for jury service.

In an instance where an employee, due to short notice, is paid in full by the company for attendance at jury service, the employee will reimburse the company any fees paid by the court for such attendance.

