

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/1

**TITLE: AP Crushing and Caines Food Pty Ltd Enterprise Agreement  
2003-2005**

**I.R.C. NO:** IRC3/6514

**DATE APPROVED/COMMENCEMENT:** 28 November 2003

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 13 February 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 14

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by AP Crushing Pty Ltd located at Lot 10, Gardners Rd, Rutherford and the Caines Food Pty Ltd sites (wholly owned subsidiary of AP Crushing) located at Lot 9 Gardners Rd, Rutherford, 8 Stream St, Maitland or any other site for which the depots may operate at. It covers employees engaged in the business of extracting and processing vegetable oil and all ancillary operations, who fall within the coverage of the Margarine Makers (State) Award

**PARTIES:** AP Crushing and Caines Food Pty Ltd -&- The Australian Workers' Union, New South Wales

# AP CRUSHING & CAINES FOOD PTY LTD ENTERPRISE AGREEMENT 2003 - 2005

## 1. Arrangement of This Agreement

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## 2. Title of the Agreement

This Agreement shall be known as the AP Crushing and Caines Food Pty Ltd Enterprise Agreement 2003 - 2005 ("the Agreement"). This Agreement shall apply to the AP Crushing site located at Lot 10, Gardners Road, Rutherford and the Caines Food Pty Ltd (wholly owned subsidiary of AP Crushing Pty Ltd) sites located at Lot 9 Gardners Road, Rutherford and 8 Steam Street, Maitland or any other site, for which the depots may operate at.

## 3. Term and Operation of This Agreement

This agreement shall operate from the date of certification with the Industrial Relations Commission of New South Wales and shall remain in operation for a period of two (2) years from the date of certification, unless replaced, varied or terminated by the parties to the Agreement.

This Agreement shall replace any existing Agreements, and shall not be read in conjunction with the Margarine Makers (State) Award ("the Award") or any other Award, but shall replace that Award and all other Awards

and/or Agreements in its entirety. It is, however, agreed between the parties to this Agreement that the Margarine Makers (State) Award will be used for the purposes of the No Disadvantage test.

The parties to this Agreement have committed to commence negotiation of a renewal of this Agreement no later than 3 months prior to the expiry of this Agreement, with the view to reviewing the success or otherwise of the operation of this Agreement and progressing with the implementation of a replacement Agreement.

#### **4. Parties to the Agreement**

The parties to this Agreement and for which are bound by its terms and conditions include the following:

AP Crushing Pty Ltd trading as A.P. Crushing and Caines Food Pty Ltd ("The Company")

The Australian Workers Union, Newcastle, Central Coast and Northern Regions Branch of New South Wales ("The AWU")

All employees employed by the Company employed in or in connection with the business of extracting and processing vegetable oil and all ancillary operations in connection with this operation and all employees covered by the terms of this Agreement.

#### **5. No Extra Claims**

The parties to this Agreement agree that the terms and conditions provided for in this Agreement are the only terms and conditions to be applied to the employees covered by this Agreement, during the life of this Agreement. It is further agreed between the parties that no additional claims or demands shall be made, until negotiations have been commenced in line with the commitment made in this Agreement for the progress of a new Agreement.

The parties further agree that work shall continue, and no bans or limitation be implemented during the negotiation of a new agreement.

#### **6. Contract of Employment**

- (i) All employees shall be employed on a full time basis, unless advised that they are employed as a casual employee. All employees within the AP Crushing business will be classified within the areas of Refinery Operators, Maintenance Operators or Yard Personnel, herein after referred to as "Plant Operators" and within the Caines Food Pty Ltd business, all employees will be classified as Production Operators, Blender Operators, Packaging Operators, herein referred to as "Operators".
- (ii) All employees currently employed as full time employees by the business known as Caines Food Pty Ltd at the commencement of this Agreement shall continue to be employed as full time employees and shall be bound by the terms and conditions of this Agreement.
- (iii) Employees not advised by the Company that they are employed as casuals, shall, for the first three months of their employment, be employed as probationary employees, in the capacity of Trainee Operator, except those full time employees transferring from either of the two Caines Food Pty Ltd sites to the AP Crushing site.
- (iv) An employee may be requested to perform any duty that he or she is capable of performing, providing adequate training has been provided and providing it is safe to do so and will not result in any reduction in wages.
- (v) A casual employee shall be employed by the hour with a minimum payment of 4 hours.

## 7. Hours of Work

### Ap Crushing Employees Only

#### (A) Refinery or Mill Operators

- (i) The hours to be worked will be between the span of hours of 7am to 7pm.

The ordinary hours of work shall not exceed 360 in any cycle of a 9 week period. Given that the ordinary hours of work shall not exceed 360 in any 9 week cycle, which amounts to 40 hours per week, rather than 38 hours. It is agreed between the parties that rather than a Rostered Days Off system applying, the last two hours of each week worked by an employee will be paid as overtime.

- (ii) Employees are employed on a system of rotating 12 hour shift Monday to Friday, inclusive, each week.

It is to be noted that during the term of this Agreement the Company may introduce a 7 day/week roster. It is agreed between the parties to this Agreement that prior to any change occurring with respect to this change in roster system, consultation between the parties will take place.

- (iii) The standard ordinary hours for the purpose of the rotating shifts are to be:

Day shift, commencing at 7.00am and finishing at 7.00pm.

Night shift, commencing at 7.00pm and finishing at 7.00am.  
The Roster week starts at 7pm on a Sunday night.

- (iv) No employee shall be rostered on to work more than either 3 consecutive night shifts one week and more than 4 consecutive shifts without a break the other rotating week.
- (v) Employees shall be entitled to two ten minute paid crib breaks during each shift. It is agreed between the parties to this Agreement that the taking of such breaks will be such so as not to disrupt the normal operations and production of the Mill.
- (vi) Employees shall be given forty eight (48) hours notice of a requirement to change shift. Employees who are not given the required notice shall be paid overtime rates for the shifts worked until the expiry of the notice period, unless there has been a mutual agreement between the employee affected and the Company.

#### (B) Maintenance Operators.

- (i) The ordinary hours of work shall be 40 hours per week Monday to Friday, inclusive, between 7.00am and 3.00pm. Assuming that the 40 hours are worked each week, the last 2 hours work of that week will be paid as overtime, rather than a system of Rostered Days Off applying.
- (ii) During periods of relief as Refinery or Mill Operators, the hours shall be the same as provided for in subclause (A).
- (iii) Employees shall be entitled to one ten minute paid crib breaks during each shift. It is agreed between the parties to this Agreement that the taking of such breaks will be such so as not to disrupt the normal operations and production of the Mill.
- (iv) Employees shall be given forty eight (48) hours notice of a requirement to change shift. Employees who are not given the required notice shall be paid overtime rates for the shifts worked until the expiry of the notice period, unless there has been a mutual agreement between the employee affected and the Company.

(C) Yard Personnel

- (i) The ordinary hours of work shall be 40 hours per week Monday to Friday inclusive, between 7.00am and 3.00pm. Assuming that the 40 hours are worked, that week, the last 2 hours work of that week will be paid as overtime, rather than a system of Rostered Days off applying.
- (ii) Employees shall be entitled to one ten minute paid crib breaks during each shift. It is agreed between the parties to this Agreement that the taking of such breaks will be such so as not to disrupt the normal operations and production of the Mill.
- (iii) Employees shall be given forty eight (48) hours notice of a requirement to change shift. Employees who are not given the required notice shall be paid overtime rates for the shifts worked until the expiry of the notice period, unless there has been a mutual agreement between employee and management.

(D) Caines Food Pty Ltd Employees Only

- (i) The span of hours to be worked will be between the span of hours of 7am to 11pm.
- (ii) The ordinary hours of work shall be 40 hours per week Monday to Friday, inclusive, between 7.00am and 3.00pm for day shift and between 3.00pm and 11pm for night shift.
- (iii) Whilst all employees will work 40 hours per week, rather than the payment of overtime for those hours in addition to 38 hours per week, a system of Rostered Days Off will apply.
- (iv) Employees shall be entitled to one ten minute paid crib breaks during each shift. It is agreed between the parties to this Agreement that the taking of such breaks will be such so as not to disrupt the normal operations and production of the operations.
- (iv) Employees shall be given forty eight (48) hours notice of a requirement to change shift. Employees who are not given the required notice shall be paid overtime rates for the shifts worked until the expiry of the notice period, unless there has been a mutual agreement between the employee affected and the Company.

**8. Rates of Pay**

AP Crushing Employees Only

Current Rate Of Pay

The following rates of pay are the current rates of pay that apply to AP Crushing employees, both as a weekly rate and an hourly rate of pay and is hereinafter referred to as the 'base rate' of pay

|                                   |                          |                                   |
|-----------------------------------|--------------------------|-----------------------------------|
| 1.                                | Plant and Mill Operators | \$791.92 per week, \$20.84 hourly |
| 2.                                | Maintenance Operators    | \$791.92 per week, \$20.84 hourly |
| 3.                                | Yard personnel           | \$791.92 per week, \$20.84 hourly |
| 4.                                | Trainee Operators:       |                                   |
| (85% of Plant and Mill Operators) | \$673.13 per week,       | \$16.82 hourly                    |
| 5. Apprentice                     | Apprentice               | Reference to be made to the       |
| (1st Year)                        |                          | relevant Award.                   |
| (2nd Year)                        |                          | 60% of Plant Operator             |
| (3rd Year)                        |                          | 70% Plant Operator                |
| (4th Year)                        |                          | 90% of Plant Operator             |

It is to be noted that although the previous Agreement awarded an increase of 4% in March 2001, a further 3% was awarded by the Company in June 2002, resulting in the abovementioned rate of pay being paid as from that date.

As At Date Of Signing

The Company is willing to offer a 3% increase as at the date of signing of the Agreement.

In conjunction with offering a 3% increase, the Company will annualise the salaries of all AP Crushing employees, which means that the following payments will apply:

|            |                          |   |                                   |
|------------|--------------------------|---|-----------------------------------|
| 1.         | Plant and Mill Operators | \$1,042.64 per week,                                      | \$21.47 hourly                    |
| 2.         | Maintenance Operators    | \$1,042.64 per week,                                      | \$21.47 hourly                    |
| 3.         | Yard personnel           | \$1,042.64 per week,                                      | \$21.47 hourly                    |
| 4.         | Trainee Operators:       | (As at date of signing - 85% of Plant and Mill Operators) | \$886.24 per week, \$18.25 hourly |
| 5.         | Apprentice               | Reference to be made to the relevant Award.               |                                   |
| (2nd Year) | 60% of Plant Operator    |   |                                   |
| (3rd Year) | 70% Plant Operator       |   |                                   |
| (4th Year) | 90% of Plant Operator    |   |                                   |

The abovementioned annualised salary includes payment for the following:

- (i) Hourly rate of pay, times by 40 hours;
- (ii) Overtime of 2 hours, based on time and a half;
- (iii) All purpose Allowance;
- (iv) Payment of 5 public holidays (excluding New Years Day, Good Friday, Easter Saturday, Easter Monday and Christmas Day, Boxing Day).

And therefore excludes any payment making a claim for payment of any of these entitlements, given that they are already included in the weekly and hourly rate of pay.

12 Months From Date Of Signing

The Company is willing to make an offer of a further 3% as at 12 months from the date of signing of the Agreement.

Caines Food Pty Ltd Employees Only

The following rates of pay apply to Caines Food Pty Ltd employees, both as a weekly rate and an hourly rate of pay and is hereinafter referred to as the 'base rate' of pay

|  |                                       |                                   |
|--|---------------------------------------|-----------------------------------|
| 1.   | Supervisor                            | \$791.92 per week, \$20.84 hourly |
| 2.   | Laboratory Technician                 | \$685.40 per week, \$18.03 hourly |
| 3.   | Blender Operator                      | \$647.12 per week, \$17.74 hourly |
| 4.   | Packaging Plant Operator              | \$620.54 per week, \$16.33 hourly |
| 5.   | Operator/Tanker driver                | \$620.54 per week, \$16.33 hourly |
| 6.   | Trainee Packing Plant Operator        |                                   |
| (85% of the relevant base rate for the respective Operators) |                                       |                                   |
| 7.   | Casual Packaging Plant Operator       |                                   |
|  | employees of Caines Food Pty Ltd      |                                   |
|  | shall be paid the rate of \$18.78 per |                                   |
|  | hour, plus the payment of an          |                                   |
|  | annual leave loading of 8.33%,        |                                   |
|  | based on normal hours worked.         |                                   |

It is to be noted that although the previous Agreement awarded an increase of 4% in March 2001, a further 3% was awarded by the Company in June 2002, resulting in the abovementioned rate of pay being paid as from that date.

As At Date Of Signing

The Company is willing to offer a 3% increase as at the date of signing of the Agreement.

12 Months From Date Of Signing

The Company is willing to make an offer of a further 3% as at 12 months from the date of signing of the Agreement.

#### **9. All Purpose Loading (Only Payable to Ap Crushing Employees)**

An all purpose loading of \$112.70 per week shall be paid to all Plant and Mill Operators. This loading shall be also paid to all other employees of the Company employed at its AP Crushing Pty Ltd site, with the exception of casual employees, Yard Operators & Maintenance Operators that are not relief Operators for the Refinery Operators / Mill Operators or who are not on callouts.

This loading shall be in lieu of any annual leave loading, shift loading and any stand by allowance that would otherwise be payable under the *Annual Leave Holidays Act 1944*, the Award or any other Award and will be considered as part of the ordinary rate of pay of an employee only for the purposes of Annual Leave, Long Service Leave, Superannuation and Redundancy.

It is to be noted that Standby is when an employee is on call one week at a time, for the whole week, on either a 3 or 4 week rotating basis and which includes the provision of a Company mobile phone. This All purpose allowance does not exclude the employee from claiming payment as per Clause 12 of this Agreement, when called back to work.

Caines Foods Pty Ltd Employees Only

The All purpose loading mentioned above will not apply to those employees employed on the Caines Food Pty Ltd sites, given that they will receive annual leave loading as per the *Annual Leave Holidays Act 1944* and a shift loading of 18% of the base rate of pay will apply in addition to the base rate of pay for those working on afternoon shift.

Should the Company ever introduce a night shift during the term of this Agreement, a shift loading of 23.5% of the base rate of pay will apply in addition to the base rate of pay for those working on night shift. No shift allowance will be paid to those employees working day shift.

It is to be noted that shift allowances shall not be paid when overtime applies.

#### **10. Overtime**

It is agreed that only in exceptional circumstances shall an employee be required to work overtime. However, it is agreed between the parties to this Agreement that there is an expectation that employees will make themselves available for the working of a reasonable amount of overtime.

All work performed outside either the employee's ordinary rostered hours or the span of hours, shall be treated as overtime. Overtime shall be based on the hourly base rate of pay of:

Monday to Saturday First 2 hours at time and one half , thereafter double time

Sunday Double time, with a minimum of 4 hours pay

Public Holidays Double time and one half, with a minimum of 4 hours pay.

The payment of overtime shall be based on the hourly 'base rate' of pay only and shall not include any other allowance or loading contained within this Agreement.

The provisions of this clause, in so far as it relates to the working of overtime and the payment of such overtime, is in lieu of any other provision that may exist in the Award or any other Awards and is intended to replace any such provision.

## **11. Meal Breaks and Meal Allowance**

- (i) A meal break of 30 minutes shall be provided to an employee each day, Monday to Friday, inclusive. The taking of that meal break shall be taken no later than 5 hours after the commencement of their shift. It is, however, recognised by the parties to this Agreement that the taking of this meal break will remain flexible, so as to maintain the continuity of operations of the Company.
- (ii) Employees who are requested to work for a period of four hours or more outside their ordinary rostered hours of work will be paid a meal allowance of \$9.00 and shall thereafter be entitled to a further payment of meal allowance of \$9.00 after the completion of each four (4) hours overtime, providing overtime continues beyond four hours.
- (iii) Payment of a meal allowance will not be made when notice has been given to the employee of the requirement to work overtime of four (4) hours before the commencement of their ordinary shift.
- (iv) A meal break shall be provided to those employees who are required by the Company to work 2 consecutive hours or more of overtime after their ordinary hours of work on any given day.

## **12. Callouts**

In the event that an employee is required to return to work for overtime purposes, after the completion of his ordinary rostered hours, he shall be paid for a minimum of 4 hours work at the relevant overtime rate, even if released from duty before the 4 hours work has been completed.

## **13. Rest Periods**

An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least ten (10) consecutive hours off duty between those times shall be released after completion of such overtime until he has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If the employee is instructed by the Company to work resume or continue work without having had the ten (10) consecutive hours off duty, the employee shall be paid at double time rates until released from duty for such period and 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.

Whilst this clause recognises that the period of engagement of a casual employee commences and ceases at the end of each day, the Company recognises that in some instances casual employees work one day to the next and in those instances, should be afforded an 8 hour break.

## **14. Annual Leave**

- (i) Each employee shall be entitled to 4 weeks paid annual leave at the completion of each year of employment.
- (ii) Each employee shall, as soon as possible, provide the employer with a request of the times of requested leave.  
Leave shall be at the discretion of the employer and a roster of times shall be posted as soon as possible.
- (iii) Before going on annual leave each employee shall be paid the base rate for such time as is taken, plus the all purpose loading contained in clause 9 of this agreement.
- (iv) All untaken annual leave shall be paid upon termination at the rate as provided for in Clauses 8 and 9.
- (v) The employer will hold the weeks pay prior to an employee taking annual leave until his return to work with payment being made on the next pay day.



## 15. Long Service Leave

Long Service Leave shall be accrued and taken in accordance with the provisions of the *Long Service Leave Act (NSW) 1955*, as amended.

## 16. Personal Leave

### (A) Sick Leave:

- (i) Full time employees, in their first year of employment with the Company, are entitled to 38 hours sick leave, accrued on a pro rata basis. Existing employees of Caines Food Pty Ltd and Caines Pty Ltd who come across to AP Crushing are entitled to 76 hours sick leave in their first year of employment with that Company;
- (ii) Full time employees, are entitled to a further 76 hours sick leave, at the anniversary date of their commencing employment with the Company;
- (iii) For an employee to be entitled to paid sick leave, the employee must notify the Company within 1 hour of their normal commencement of duty, stating their inability to attend for duty, the nature of their illness and estimated duration of their absence.
- (iv) The employer shall reserve the right to request proof of illness at any time for the payment of sick leave.
- (v) Untaken sick leave shall accrue from one year to the next, assuming the employee's continuous service with it.
- (vi) No sick leave shall be paid out upon termination of employment of an employee, for any reasons, including resignation.
- (vii) All sick leave shall be paid at the base rate as stated in clause 8 of this Agreement.

### (B) Bereavement Leave:

An employee, other than a casual employee, shall be entitled to up to two days bereavement leave upon the death of a spouse, de facto, parent (including a foster parent and legal guardian), child (including adopted child, stepchild, foster child, or an ex nuptial child), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee or same sex partner who lives with the employee as de facto partner of that employee on a bona fide domestic basis, a relative of the employee who is a member of the same household

The employee shall as far as is practicable, give the Company notice prior to the absence of the intention to take the leave, the name of the person concerned and the relationship to the employee and the reason for taking the leave and the estimated length of absence.

The employee shall, if required, provide proof to the Company by way of a death certificate, Statutory Declaration or such other evidence of the death of the person, for which bereavement leave is claimed.

### (c) Carers Leave

An employee, other than a casual employee, with responsibilities in relation to the class of person outlined in the Bereavement clause above and who needs the employee's care and support, shall be entitled to use any current or accrued sick leave entitlement for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

The employee shall, if required, provide proof to the Company either by production of a medical certificate or Statutory Declaration, the illness of the person concerned and that the illness is such to require the care of another person.

Annual leave can be used for the purposes of carers leave, however, only upon the consent of the Company.

(D) Training Leave

An employee may take up to 5 days paid training leave per year, for any training that has been approved by the Company.

All leave paid under this clause shall be at the base rate provided for in Clause 8 of this Agreement.

### 17. Superannuation

Superannuation payments and other requirements shall be paid in accordance with the *Superannuation Guarantee Charge Act 1992* and any other superannuation legislation relevant to the entitlement and industry.

The Company will enable employees to salary sacrifice for the purposes of additional contributions being made to their superannuation fund, providing the appropriate written consent has been provided to the Company.

### 18. Accident Pay

In addition to the provision of the *Workers Compensation Act 1987* where an employee suffers a workplace injury, he or she will receive weekly payments from the Company until such time that the claim for workers compensation has been approved, after which such time the payments will be made by the Insurer. The Company agrees to fast track any claim submitted by the employee.

### 19. Termination of Employment

- (i) In order to terminate the employment of an employee, other than a casual employee, the Company shall provide the employee with the following notice.

| Employee's period of continuous service with the employer | 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 |

In the case of an employee being over the age of 45 years and have completed at least 2 years service, then 1 additional week shall be added to the above period(s).

- (ii) The employee shall provide the same period of notice in order to terminate their employment.
- (iii) Should the required amount of notice not be provided by either party then an amount of money may be paid or forfeited as the case may be to the equivalent of the period of notice not provided. The Company may withhold these monies from any entitlements due to the employee at the time of termination of their employment.
- (iv) In the instance that an employee's employment is to be terminated, both the Company and the employee may agree that termination take effect at a mutually agreeable time. In which case payment shall be made up to the time of termination.
- (v) The Company shall have the right to terminate an employee's employment, without the providing of notice or payment in lieu of notice, for any of, but not limited to any of the following reasons.:

Engages in any act or omission constituting misconduct in respect of their duties;

In the opinion of the Company and consistent with the terms of this Agreement wilfully neglects to perform or carry out their powers, functions or duties in an agreed manner, sufficient to warrant summary dismissal;

Commits a serious or persistent breach or non observance of any of the provisions of this Agreement;

Is engaged in any conduct which in the opinion of the Company might tend to injure the reputation or standing of the Company;

Refuses or neglects to comply with any lawful and reasonable order given to them by the Company or any other person duly authorised by the Company;

Commits a serious breach of any Company policy;

Is convicted of an indictable offence, which means that the employee is unable to perform their contract of employment with the Company;

Theft of any property or fund, whether it be from the Company, other employees

The wilful or reckless damage of property on company premises.

The use, possession, supply and/or distribution of alcohol or any unlawful substance during working hours, or the period immediately leading up to the commencement of duty, such that their performance of duties is impaired.

Verbal or physical harassment of any other employee or individual on any of the restricted grounds, such as race, sex, colour, religion, origin, etc

The assault of any person whilst on duty.

The disclosure of confidential information or any other information in respect of the Company without written prior consent and for which may affect the Company;

Carrying on private business from the Company's premises or using Company resources for private use;

Falsification of any Company records for personal gain or on behalf of another employee.

## **20. Retrenchment**

- (i) Redundancy shall occur when the Company decides that the job that an employee is performing is no longer required to be done by that employee, other than that of a casual employee.
- (ii) Before a final decision is made on redundancy the Company shall discuss with the employee (s) concerned and the Union Delegate and explore other alternatives prior to any final decision.
- (iii) An employee made redundant in accordance with this clause shall, in addition to the notice required specified in Clause 19 of this Agreement, be paid an amount of two weeks wages per year of service for the first 5 years completed service and then an amount of three weeks wages per year of service for service over 5 years, capped at a maximum of thirty five weeks pay.
- (iv) An employee given notice in accordance with this clause shall be allowed up to one day per week of notice, without loss of pay, for the purpose of seeking alternate employment.
- (v) Should an employee be offered a different position within the Company without a loss in earnings, then the payments prescribed in subclause (iii) shall not apply, even if the employee rejects that offer of employment.

Caines Pty Ltd And Caines Food Pty Ltd Employees Only

(vi) In addition to the entitlements specified in Clause 20 of this Agreement, due to the history of the business, it has been agreed between the parties to this Agreement that the following notice period apply to existing employees of Caines Pty Ltd and Caines Food Pty Ltd employees, as at the date of signing of this Agreement.

For any employees employed after the date of the signing of this Agreement, the following accrued redundancy pay transferred will not apply, but rather they will only be entitled to the provisions as set out in Clause 20 (i) - (v).

| Employee's period of continuous service with the Company as at Notice of termination | Accrued redundancy pay transferred |
|--|------------------------------------|
| 0 - 5 years  | 4 weeks                            |
| 5 - 10 years   | 8 weeks                            |
| 10+ years  | 12 weeks                           |

### 21. Clothing and Personal Protective Equipment

The Company agrees to provide each employee with the following clothing:

|              |              |
|--------------|--------------|
| 5 Shirts     | per year     |
| 5 Trousers   | per year     |
| 1 Jacket     | per year     |
| 5 Socks      | per year     |
| Safety Boots | as required. |

The laundering of all clothing shall be met by the Company.

The clothing supplied shall remain the property of the Company and shall be returned upon termination of employment. In the event the clothing is not returned the Company shall have the right to deduct from any monies due to the employee, the value of such clothing not returned.

The re-issuing of all clothing and personal protective equipment will be done on a fair wear and tear basis, on presentation of damaged/unusable items.

All employees are to ensure the use of correct clothing/equipment as required under the Occupational Health & Safety Act and specific site requirements.

### 22. Occupational Health & Safety

The safety and welfare of employees and all persons entering the premises is of the highest importance. All employees are required to be aware of the company policy with respect to O.H.& S. and to strictly observe all safety provisions at all times.

Should any employee become aware of any practice or incident which may affect the safety of any person it is a requirement of the Company that an immediate report be made to the management of the Company.

The Company reserves the right to, at any time, to implement random drug and alcohol testing in the workplace.

### 23. First Aid

Adequate First Aid facilities shall be provided by the Company in accordance with the requirements of the *Occupational Health and Safety Act 2000* and Regulation.

An employee who is required to hold a current first aid certificate is entitled to payment of \$10.00 per week worked.

In the case of Caines Food Pty Ltd, it is agreed that there will be two First Aid holders per shift.

#### **24. Payment of Wages**

The employer shall pay wages each Wednesday for the pay week ending the preceding Sunday.

The employee shall on the day of payment be supplied with a pay slip, which shall indicate the hours worked, wages paid, including allowances and overtime, deductions made and net wages paid & will be paid into a financial institution, mutually agreed upon.

In the event of a failure to pay wages as specified, the company will effect payment of wages as soon as is possible after the specified pay day, but any failure to pay the wages on the specified day will not result in any additional payment, by way of penalty provisions or otherwise.

#### **25. Anti Discrimination**

It is the intention of the parties to this Agreement to achieve the principal object of the *Anti-Discrimination Act 1977* (NSW) by preventing and eliminating discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause the parties will make every reasonable endeavour to ensure that neither the provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to effect:

1. Any different treatment (or treatment having a different effect) which is specifically exempted under NSW Anti-discrimination legislation;
2. The payment of different wages for employees who have not reached a particular age;
3. An employee, employer or registered organisation pursuing matters of discrimination in any state or federal jurisdiction including by application to the Human Rights and Equal Opportunity Commission.

#### **26. Public Holiday**

- (i) The following days shall be observed as Public Holidays for the purposes of this Agreement:

New Year's Day  
Australia Day  
Good Friday  
Easter Saturday  
Easter Monday  
Anzac Day  
Queen's Birthday  
Labour Day  
Christmas Day  
Boxing Day

Or any other days which may be proclaimed as public holidays and observed as such. However, the day on which the Maitland Show is held may be worked at ordinary rates even though such day is proclaimed as a public holiday.

- (ii) It is agreed between the parties that even though the picnic day of the Australian Workers' Union, New South Wales, is held the first Monday of December each year and for the purposes of this Agreement constitutes an additional holiday for employees covered by this Agreement, it can be taken at another mutually agreeable time between the Company and the employee concerned.

- (iii) No deduction from wages of the employees shall be made for such holidays, provided, however, that an employee absent the day before or the day after a holiday, without a reasonable excuse or without the Company's consent shall not be entitled to payment of such holiday.

### **27. Jury Service**

An employee required to attend for jury service during their ordinary hours of work shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.

### **28. Mixed Functions**

- (i) Employees required on a temporary basis, to perform tasks normally assigned to employees of lower classifications, shall continue to be paid the pay rates assigned to their higher classifications.
- (ii) Employees required on a temporary basis to perform tasks normally assigned to employees of a higher classification shall be paid the pay rates assigned to the higher classification, assuming that they have worked for two or more hours in any one shift, performing that higher function, they shall received payment at that higher rate for the whole shift.
- (iii) Employees transferred temporarily to a higher classification of work for 20 hours or more in any one week, shall be paid the higher rate of wages for the whole week.

### **29. Dispute & Grievance Handling Procedure**

It is the intention of this agreement that disputation within the workplace be kept to a minimum. All parties to this agreement have agreed that during any Dispute or Grievance Handling procedure normal work shall continue, unless the dispute is one concerning safety and for which it would be unsafe to continue work normally, in which case only work involved with that issue shall be affected.

The following procedures shall take place in the event of any dispute or grievance.

- (i) The employee shall notify his immediate supervisor of the nature of the problem. In the first instance, the matter should be attempted to be resolved as close to the source as possible and within a reasonable time frame.
- (ii) Should the matter not be able to be resolved at this level, the employee shall put the grievance in writing, with or without their representative, and can ask that the matter be referred to the next line of management within the Company. A Company representative may become involved at this stage, at the discretion of the Company.

The raising of this matter at this level should involve a proper investigation of the issues raised and a response to the employee within 3 working days. If the issue is unable to be resolved within this time frame, then the employee is to be advised in writing of the expected time frame for which the issue can be resolved.

- (iii) Should the matter still not be able to be resolved at this level of management, then the matter may be referred to the Industrial Relations Commission of New South Wales for its assistance in the matter.
- (iv) During any stage of the procedure the employee may be represented by his Union Delegate, or such other representative as they nominate.
- (v) It is agreed between the parties to this Agreement that whilst any dispute or grievance is being discussed, all employees party to this Agreement will work normally and without prejudice to either party to this Agreement, ie status quo will be maintained. The parties to this Agreement further recognise that if this subclause is not complied with, disciplinary action may be taken against any employee.

**30. Right of Entry**

The Company acknowledges the AWU's right of entry into its nominated workplaces.

**31. Union Representation & Meetings**

The Company acknowledges the right of the employees to elect a workplace delegate for the purposes of representation in discussions with management.

The workplace delegate once elected shall notify management of his position. Any changes in the position of delegate shall be notified to management as soon as possible.

Any meetings called by management or authorised by management for the purposes of discussing workplace matters shall as far as possible be held during normal working hours, and shall not result in any loss of wages for such meeting.

In the event a Delegate(s), not rostered on duty is required to attend such meeting, the employee shall be paid at the ordinary time rate for up to one hour.

**32. Alcohol and Drugs**

An employee will not be allowed to enter or work on the premises if the employee is considered by the Supervisor and/or Manager to be under the influence of alcohol or any other substance that impairs the employee's ability to work or is likely to create an unsafe working environment.

Where the Supervisor and/or Manager has a reasonable suspicion that an employee on the premises is under the influence of alcohol or some other prescribed or non-prescribed drug that is considered likely to create an unsafe working environment, the employee will be directed to leave the premises. If the employee refuses to leave the Company premises, such employee will be subjected to disciplinary action.

The employee in these circumstances will not be paid for the remainder of the day or shift. The employee, should however, if so rostered, report for work the following day if in an appropriate state of health.

**33. Endorsement of This Agreement**

The signatories to this Agreement, below, accept and endorse the terms of this Agreement on behalf of their respective organisations and the Employees they represent, and in doing so declare that the Agreement is not entered into under duress by any of the parties.

Signed on the \_\_\_\_ day of \_\_\_\_\_ 2003

For and on behalf of AP Crushing Pty Ltd and Caines Food Pty Ltd

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Signed on the \_\_\_\_ day of \_\_\_\_\_ 2003

For and on behalf of the Australian Workers Union (Newcastle, Central Coast and Northern Region Branch of New South Wales)

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