

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/216

**TITLE:** **Quest International Enterprise Agreement 2006**

**I.R.C. NO:** IRC6/1619

**DATE APPROVED/COMMENCEMENT:** 24 March 2006 / 1 January 2006

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/64.

**GAZETTAL REFERENCE:** 16 June 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 20

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Quest International Australia Pty Limited, located at 12 Britton Street, Smithfield NSW 2164, who fall within the coverage of the Grocery Products Manufacturing (State) Award.

**PARTIES:** Quest International Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch

# QUEST INTERNATIONAL ENTERPRISE AGREEMENT 2006

## 1. TITLE

This agreement shall be known as the Quest International Australia Pty Limited Agreement 2006.

## 2. ARRANGEMENT

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**3. AREA, INCIDENCE AND PARTIES BOUND**

This agreement shall have operation at Quest International Australia Pty Limited's site at 12 Britton Street, Smithfield, 2164 (the "premises") in respect of employees who are or are eligible to be members of the National Union of Workers N.S.W. Branch (the "union"). The agreement shall be binding upon Quest International Australia Pty Limited (the "employer") and the union and members, and employees eligible to be members, thereof in respect of the premises.

**4. RELATIONSHIP WITH AWARDS**

This agreement shall be read in conjunction with the Grocery Products Manufacturing (State) Award, provided that this agreement will prevail over this award to the extent of any inconsistency.

**5. DURATION**

This agreement shall operate from the first pay period to commence on or after 1<sup>st</sup> January 2006 and shall remain in force until 31<sup>st</sup> December 2008.

**6. OBJECTIVES**

The parties to this agreement have developed effective workplace consultative and participative structures to enhance a harmonious and productive relationship between employees and management and have reviewed and re-defined work arrangements to increase flexibility and efficiency.

It is the intention of the parties to build upon past achievements, whilst continuing to recognise the importance of the objectives set out in Schedule A, to further improve efficiency and to enhance job satisfaction. It is intended that these objectives will be primarily achieved through the revised classification structure introduced by the agreement, which it is agreed will be applied in the context of skills training and personal development programs, and the implementation of a more flexible system relating to rostered days off.

The parties to the agreement further confirm their ongoing commitment to ensure that the employer's operations are conducted so as to achieve the manufacture of internationally competitive, high quality and low cost products at the premises.

**7. CLASSIFICATION STRUCTURE**

The classification structure is designed to generate improved flexibility, productivity and efficiency by giving all employees the opportunity to train, acquire new skills and experience and progress through a career path.

Employees have agreed to undertake skills training and personal development programs to be organised by the employer and to accept greater responsibility for the accuracy, reliability and quality of their work.

A review of each employee's job classification will take place on a regular basis. The "QAP 05 Training" document, developed in accordance with I.S.O. procedures, sets out details of the review process. It also contains the employer's Employee Training Plan, developed to enhance the acquisition of new skills.

Appointment to a grade four position, upon attainment of the required skills, is subject to the business needs of the employer. Progression between grades one to three is limited only by an employee's capacity to undertake the necessary training and acquire the requisite on-site skills and their overall work performance.

## **OPERATOR**

**Grade 1** - New employee. Undertakes training in basic work instructions with the aim of reaching Grade 2.

Typical Requirements:

- completed four years of secondary education
- ability to read, speak and write English to meet the employer's requirements
- ability to follow work instructions in general duties and operate simple machinery
- ability to safely operate fork lifts

**Grade 2** - Employee competent in basic work instructions covering one or two major areas.

Typical Requirements: As Grade 1, plus

- ability to operate mixing equipment
- ability to do compounding
- basic knowledge of Q.C. requirements and ingredients
- knowledge of labeling requirements
- knowledge of cleaning, sanitation and hygiene
- requirements in a food factory knowledge
- knowledge of the employer's O.H.S. & R. requirements
- knowledge of the employer's Environmental requirements
- ability to liaise with other departments (production, planning, purchasing etc.)
- ability to handle specific warehouse duties like goods receipt or despatch including computer entry
- understanding of stock control and accounts requirements

**Grade 3** - Employee competent in work instructions covering several major areas. Advanced skills in using specialised equipment continuously being utilised.  
This position is for highly skilled and experienced employees that have a proven capacity to perform multidisciplinary work.

Typical Requirements:

- As Grade 2, plus Prebatch work plus one other major area such as:
- further knowledge of Q.C. requirements and ingredients
- ability to operate more complex plant items (for instance spraydrier, still, extruder, paste, reaction vessels etc)
- ability to act as stand-in leading hand/supervisor
- competent in work instructions covering other work areas
- competent in and fully handle warehouse duties like goods receipt and despatch including computerized data entry for both
- knowledge in systems interaction
- ability to utilize computer system to search for information

**Grade 4** - (Appointment available pending vacancies)

Employee competent in work instructions covering several major areas. These areas will span different work areas like production, warehouse, technical etc.

The advanced skills required will be continuously utilised and further advanced. This position is for very highly skilled and experienced employees with proven capacity to perform.

Typical Requirements: As Grade 3 plus a combination of further skills.

- superior compounding skills including significant knowledge and understanding of the nature of ingredients
- detailed understanding of Q.C. requirements and technical trouble-shooting
- knowledge and competency in warehouse operation to minimum Grade 2 level.
- superior warehousing skills including knowledge and understanding of stock control, cyclic counts etc.
- understanding of our vendor assessment policy and requirements
- knowledge and competency in production operation to minimum Grade 2 level

## **8. HOURS OF WORK**

### **Day Workers**

- (a) The ordinary hours of work shall be an average of 38 per week to be worked between Mondays and Fridays on the basis of 152 hours within a work cycle not exceeding 28 consecutive days.

The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer between 6.00am and 6.00pm, provided that the spread of hours may be altered by mutual agreement between the employer and the majority of the employees in the plant or section or sections concerned.

All employees should be allowed 10 minutes between 8.30am and 11.00am for a rest period. Hot water, tea and coffee together with milk and sugar will be provided by the employer.

### **Shift Workers**

- (b) The employer may introduce shift work if necessary and such shift work will be rotating or non-rotating at the discretion of the employer.

Shift workers shall have a 30 minute meal break during each shift which will be counted as time worked and in addition to this shall take one 10 minute rest period. The time of taking such rest period shall be at the discretion of the employer.

## **9. MEAL HOURS**

- (a) Except as provided for in clause 8 of this agreement, not more than one half hour per day between 11.00am and 2.00pm shall be allowed for lunch. This meal time may be altered by mutual agreement between the employer and employees but shall remain fixed for each week.
- (b) The employer shall retain the flexibility to negotiate meal breaks at a time convenient to the employer, within the time limits as detailed in subclause 8(a) of this agreement, with particular regard to the completion of any batches in progress, at the time the meal break is scheduled to commence, and the receipt and dispatch of goods. An employee cannot be compelled to work more than five hours without a meal break.

## **10. ROSTERED DAY OFF**

- (a) Subject to sub-clause (c), each employee is entitled to the taking of a rostered day off (“RDO”) every four weeks.

The “banking” system where you work 8.0 hr/day and bank 24 minutes to the RDO bank will be used to track RDO accruals. Once 7hr 36 min is accumulated, an RDO is available. The 24 minutes will accumulate during days worked, annual leave and public holidays.

- (b) The employer will prepare a roster for the taking of RDO’s by employees in each four week period.
- (c) The employer may, with the provision of at least one week’s notice by mutual agreement with the employee concerned, direct that the taking of any particular RDO be deferred. This discretion will be exercised having regard to production needs and requirements.

- (d) RDO's can be accrued from July to December to be taken during the Christmas shutdown period in lieu of Annual Leave.
- (e) Should the employer direct the deferral of the taking of any particular RDO, unless otherwise agreed, it will ensure that an alternative date for the taking of that accrued RDO is allocated such that the RDO will be taken within a period of twelve weeks from the date upon which it was to be originally taken.

In the event that an accrued RDO is not taken within this twelve week period, the employee will be compensated such that he or she is paid at the rate of time and one half for the first two hours and at the rate of double time thereafter in respect of all work performed on the day on which the RDO was to be originally taken.

## **11. OVERTIME**

- (a) For all day workers, time worked in excess of ordinary hours or before the ordinary commencing time or after the ordinary commencing time shall be paid for at the rate of time and a half for the first two hours and at the rate of double time thereafter.
- (b) For all shift workers, time worked in excess of ordinary shift hours shall be paid for at the rate of time and one half for the first two hours and at the rate of double time thereafter.
- (c) An employee who is recalled to work overtime after having left the employer's premises, shall be paid overtime rates for the time worked with a minimum of three hours pay at the appropriate overtime rate.
- (d) Overtime worked on each day shall be computed separately and shall be paid for at the end of each pay week.
- (e) An employee (including 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 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (f) When overtime is required to be worked, permanent employees will receive preference over casual employees in the allocation of such work.

## **12. SUNDAYS AND PUBLIC HOLIDAYS**

- (a)
  - (i) The days upon which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens' Birthday, Labour Day, Christmas Day and Boxing Day are observed, together with any other days which are proclaimed to be public holidays, shall be recognised as holidays and no deduction shall be made from the wages of weekly employees for such holidays if not worked.
  - (ii) An employee required to work on any of the holidays specified in paragraph (i) hereof shall be paid at the rate of double time and a half.
  - (iii) An employee required to work on a Sunday shall be paid at the rate of double time.
- (b) Payment for any such holiday need not be made in cases where an employee is absent on the last working day prior to the holiday or on the first working day following the holiday unless such absence is due to illness or the action of the employee is taken with the permission of the employer.
- (c) No employee other than a shift worker, shall be required to work on a Sunday or a holiday unless given 24 hours notice that he will be required.

- (d) An employee whose employment is terminated by the employer, except for misconduct, within fourteen days of any of the holidays specified in paragraph (a) (i) hereof, shall be paid for such holiday, provided that such employee has been employed for a period of not less than fourteen days prior to the date of his termination.
- (e) Further, all employees covered under this Agreement and who are members of the NUW shall be entitled to an additional day of leave which is to be taken by each employee on a day mutually agreed upon by the employer and the employee.
- (f) A holiday shall commence at 6.00am on the day of the holiday and end at 6.00am on the next succeeding day.

### **13. ALLOWANCES**

The employer recognises that a number of allowances are payable in the circumstances set out below. Each form of allowance is exclusive of other allowances.

The amount payable in respect of each allowance is prescribed in clause 14, Rates of Pay.

#### **(a) Shift Work Allowances**

- (i) Employees engaged on shift work will be paid in addition to ordinary rates a shift work allowance for each day on which a shift is worked provided that such allowance is not payable where shift work is arranged at the request of the employee.
- (ii) An employee instructed by the employer to change shift during any week shall be paid an additional allowance for each change.

#### **(b) Leading Hand/Supervisor**

An employee appointed by the employer to act in the role of a supervisor or a leading hand will receive an allowance for each hour in which that role is performed. This allowance is to be included for the purposes of calculating overtime.

#### **(c) Team Leaders**

Team Leaders in Powders will be paid an additional base rate per hour for each hour worked as Team Leader. This amount will be added to the employees normal base rate and taken into account in calculating overtime.

#### **(d) Meal Allowance**

An employee required to work overtime of two hours or more prior to or immediately after his or her ordinary commencing or ceasing time shall be paid a meal allowance. The meal allowance will again become payable should that overtime extend to six hours or more prior to or immediately after the employee's ordinary commencing or ceasing time. Meal allowances are not payable in respect of any overtime worked on a Saturday, Sunday or public holiday.

#### **(e) First Aid Allowance**

An employee appointed by the employer, and suitable qualified to perform the function of first aid, shall be paid a first aid allowance.

#### **(f) Dust Allowance**

Employees who work in areas which have been identified and agreed upon by the parties as containing greater dust in the environment than elsewhere in the enterprise will receive a dust allowance in respect of each day on which they perform work in such an area.

An independent analysis may be carried out from time to time to determine if introduced changes have improved the working environment to a comparable standard with other dust free areas on site. In situations where this standard is reached the dust allowance will no longer be payable for work in the improved areas.

**(g) Freezer Allowance**

Employees whose duties involve entry into the employer's deep freeze (minus 15°C and below) installations will receive a freezer allowance in respect of each day on which such duties are performed. Such payment to be monitored and authorised by the supervisor involved.

**(h) Special Materials Allowance**

A Special Materials Allowance is payable to all employees who work in an environment where they are required to wear Personal Protective Equipment consisting of breathing apparatus, gloves and safety clothing for a period of at least 1 hour.

**(i) Hearing Protection Allowance**

Employees required to wear Hearing Protection – i.e. those working in the Spray Dryer area and in proximity of the homogeniser and shear pump, as defined, will receive an allowance in respect of each day on which they perform work in such an area.

**14. RATES OF PAY**

Employees will be paid the following weekly rate and allowances:

	<b>31/12/05</b>	<b>1/1/06</b>	<b>1/7/06</b>	<b>1/1/07</b>
		+3.0%	+1.0%	+3.5%
Grade 1 - Production	659.00	678.80	685.60	709.60
Grade 1 - Warehouse	684.60	705.10	712.20	737.10
Grade 2	711.40	732.70	740.00	766.00
Grade 3	737.80	759.90	767.50	794.40
Grade 4	764.40	787.30	795.20	823.00

Allowances

1. Afternoon Shift allowance (per day)	25.65	26.40	26.70	27.60
2. Nightshift allowance: 30% of all ordinary time worked				
2. Change of shift allowance (per change)	19.40	20.00	20.20	20.90
3. Leading hand/supervisor (per week)	58.40	60.20	60.80	62.90
4. Meal allowance (per day)	12.00	12.40	12.50	12.90
5. First aid allowance (per week)	14.60	15.00	15.20	15.70
6. Dust allowance (per day)	3.00	3.10	3.10	3.20
7. Freezer allowance (per week)	33.30	34.30	34.60	35.80
8. Special Materials Allowance	19.50	20.10	20.30	21.00
9. Team Leader Allowance per hour	2.48	2.55	2.58	2.67
10. Hearing Protection Allowance (per day)	3.00	3.10	3.10	3.20



	1/1/07	1/7/07	1/1/08	1/7/08
		+1.0%	+3.5%	+1.0%
Grade 1 - Production	709.60	716.70	741.80	749.20
Grade 1 - Warehouse	737.10	744.50	770.50	778.20
Grade 2	766.00	773.70	800.70	808.70
Grade 3	794.40	802.30	830.40	838.70
Grade 4	823.00	831.20	8630.30	868.90

#### Allowances

1. Afternoon Shift allowance (per day)	27.60	27.90	228.90	37.10
2. Nightshift allowance: 30% of all ordinary time worked				
2. Change of shift allowance (per change)	20.90	21.10	21.80	22.00
3. Leading hand/supervisor (per week)	62.90	63.50	65.70	66.40
4. Meal allowance (per day)	12.90	13.00	13.50	13.60
5. First aid allowance (per week)	15.70	15.80	16.40	16.60
6. Dust allowance (per day)	3.20	3.20	3.30	3.40
7. Freezer allowance (per week)	35.80	36.10	37.40	37.80
8. Special Materials Allowance	21.00	21.20	21.90	22.20
9. Team Leader Allowance per hour	2.67	2.70	2.80	2.82
10. Hearing Protection Allowance (per day)	3.20	3.20	3.30	3.40

#### INCENTIVE SCHEME PAYMENT (LUMP SUM)

In an effort to reduce absenteeism an incentive scheme based on the number of days sick leave taken in a 12 month period (1 Dec - 30 Nov) is operating.

The lump sum incentive payment available is based on a percentage of the annualised standard weekly rate the person is on at the time of payment. It will be paid mid December as a lump sum based on the following criteria:

2 days or less sick leave taken	-	1.0% incentive payment
3 days or 4 days sick leave taken	-	0.5% incentive payment
5 days and above	-	Nil incentive payment

#### **15. CASUAL EMPLOYEES**

Casual employees may be employed by the employer from time to time to satisfy short term work requirements. Such casuals will commence on a Grade 1 classification.

Casual employees shall receive a 20 per cent loading on the appropriate rate of pay (determined on an hourly basis) set out in clause 14 above and a minimum of four hours pay for any day where requested to work.

Except where otherwise provided by law, employment is terminable by both the employer and casual employees by the giving of one hour's notice.

#### **16. HIGHER DUTIES**

An employee directed to perform work or to relieve in a higher grade shall, whilst so employed, be paid at the rate prescribed by this agreement for the employee being relieved, provided that where an employee performs work in a higher grade for at least four hours on any one day or more than a total of twenty hours in any one week, such employee shall be paid the higher rate of the whole of such day or the whole of such week, as the case may be.

**17. SUPERANNUATION**

Superannuation will be provided as set out under federal and state legislation such as the Superannuation Guarantee Levy. This legislation, as varied from time to time, governs the superannuation rights and obligations of all parties.

The company will contribute into the employee's fund of choice. Currently there are 2 Funds applicable:

1. The ICI Superannuation Plan Pty Ltd
2. LUCRF

Employees can contribute in accordance with the relevant Trust Deed.

**18. ANNUAL LEAVE**

The provisions of the Annual Holidays Act 1955 (NSW) apply in respect of annual leave.

The parties also agree that a loading of 17.5 per cent calculated in the rate of pay set out in clause 14 above will be payable during periods of annual leave, provided that where a RDO is included in a period of annual leave no loading will be paid on the RDO.

**19. LONG SERVICE LEAVE**

The provisions of the Long Service Leave Act 1955 (NSW) apply in respect of long service leave.

From January 2004 pro rata Long Service Leave will be payable after 5 years service upon termination of service, unless service is terminated for serious misconduct.

**20. SICK LEAVE/FAMILY LEAVE**

**20.1 Sick Leave**

An employee who is absent from work by reason of personal illness or injury, not being illness or injury arising from the employee's misconduct or default or from an injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following:

- (a) Employees shall not be entitled to sick leave under this clause unless he or she has been employed by the employer for at least one month immediately prior to such absence.
- (b) Employees shall notify the employer as early as possible of the intended absence.
- (c) Employees shall complete a sick leave application form upon return to work and, where required by the employer, provide a medical certificate or other proof to the satisfaction of the employer in respect of each day of absence.

Once an employee has had 5 single days off per year they will be required to provide a medical certificate.

Medical Certificates are required for all time off work of more than 1 day's duration.

- (d) Employees shall not be entitled to sick leave in excess of 38 hours of ordinary working time during the first year of service nor more than 76 hours of ordinary working time during each subsequent year of service.
- (e) An employee's sick leave entitlement shall, to the extent that it is not taken in any year, be cumulative from year to year, provided that the employer shall not be bound to credit an employee for sick leave which accrued more than twelve years before the last completed year of service and that untaken sick leave shall not be paid out by the employer on termination of employment.

## 20.2 Family Leave

- (A) An employee with responsibilities in relation to a class of persons set out in subclause (A)(ii) who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the certification of this agreement for absences to provide care and support for such persons when they are ill.

The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) the employee being responsible for the care and support of the person concerned; and
- (ii) the person concerned being:
  - (a) a spouse of the employee; or
  - (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
    - 1. “relative” means a person related by blood, marriage or affinity;
    - 2. “affinity” means a relationship that one spouse because of marriage has to blood relatives of the other, and
    - 3. “household” means a family group living in the same domestic dwelling.

An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

- (B) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of persons set out in sub-clause (A)(ii) above who is ill.

## 21. BEREAVEMENT LEAVE

Upon the death of an employee’s wife, husband, defacto wife or defacto husband, mother, father, step-mother, step-father, mother-in-law, father-in-law, child or step-child, brother or sister, step-brother or step-sister, grand father or grand mother, the employee shall be allowed leave with pay for a period not exceeding three days including the day of the funeral, provided that this clause has no operation where the period of entitlement to leave under it coincides with any other period of entitlement of leave.

**22. JURY SERVICE**

An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

An employee shall notify the employer as soon as possible of the date on which he/she is required to attend for jury service. Further, the employee shall give proof of his/her attendance, the duration of such attendance and the amount received in respect of the said jury service.

**23. BLOOD DONORSHIP**

A weekly employee who is absent during working hours for the purpose of donating blood, shall not suffer any deduction in pay as a result up to a maximum of two hours or by agreement for a longer period on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.

Provided that such employee shall arrange for such absences to be on a day suitable to the employer and be as close as possible to the beginning or ending of the employee's normal working hours.

A minimum of 2 weeks' notice is required to ensure people will be able to best balance both personal commitments as a blood donor and on-going responsibilities to the business.

Provided further, the employee shall notify the employer as soon as possible of the time and date upon which the employee is requesting to be absent for the purpose of donating blood.

Proof of attendance of the employee at a recognised place for the purpose of donating blood and the duration of such attendance shall be furnished to the employer.

**24. PAYMENT OF WAGES**

All employees will be paid by electronic funds transfer to their nominated bank or building society account, provided that such payment will be made on a weekly basis by 2.00pm each Wednesday.

**25. UNIFORMS**

(a) Where the employer requires an employee to wear special establishment uniforms, the employer shall provide such uniforms, and these shall remain the property of the employer, returnable upon termination. Worn clothing will be replaced by the employer.

(b) Work uniforms cannot be taken home for laundering. The employer shall be responsible for the laundering of all work clothing.

(c) Should suitable laundered uniforms not be available disposable overalls will be provided.

(d) Wind jackets or the like will be supplied to employees required to work at least 50 per cent of the time out of doors. Such clothing remains the property of the employer and is returnable upon termination.

(e) Suitable freezer jackets will be supplied to employees required to work within freezers. Such clothing remains the property of the employer and is returnable upon termination.

**26. PROTECTIVE EQUIPMENT**

Employees engaged on duties which require the wearing of protective equipment, shall have such equipment supplied by the employer. Such equipment remains the property of the employer.

It is further recognised that employees must wear protective equipment so provided in accordance with established company operating procedures, training and policies.

Failure to wear protective equipment as required above shall mean an employee will be subject to the counselling procedure as set out in Clause 28. This shall include the possibility of termination from employment for a continuing refusal or inability to wear protective equipment provided.

## **27. SUPPLY OF SAFETY FOOTWEAR**

Except in the case of casual employees (who are required to supply their own safety footwear), safety footwear shall be supplied to all employees; and will be worn at all times whilst within all production and warehouse areas.

Worn footwear shall be replaced by the employer as necessary, and at least on a twelve monthly basis. Such footwear remains the property of the employer and is returnable upon termination; and should be kept in a clean condition at all times to satisfy required food hygiene standards.

## **28. WASHING TIMES**

Employees will bundle on and off in their workclothes. However, the employer will allow washing up time, up to a maximum of ten minutes, during working time to those employees who, in the opinion of the employer, have been subject to abnormally dusty conditions whilst performing their duties.

## **29. EMPLOYEE COUNSELLING AND DISCIPLINARY PROCEDURE**

Where it is revealed that an employee has an unsatisfactory attendance or work performance record, the following procedure should be followed:

- (a) The immediate manager or supervisor will, in the most appropriate place and time, discuss the problem with the employee and advise him/her of the standards of performance, attendance or conduct expected.
- (b) Should the problem continue to exist within an agreed period, the employee should be warned of the consequences of continued lack of improvement. The union delegate should be present at this discussion.
- (c) If this counselling is not successful a written warning will be issued to the employee, in the presence of the union delegate. This written warning will indicate to the employee that a continuation of the problem will result in termination of employment. Such written warning shall be retained in the employee's personnel records.
- (d) If counselling and warning prove to be ineffective there is no alternative to dismissal of the employee. Such dismissal should be carried out by the immediate manager and, if desired, in the presence of the union delegate. The employee will be paid out in lieu of notice.
- (e) It is recognised, however, that in certain circumstances only, an employee's conduct may be considered, after a full and proper investigation, to warrant the issue of a written warning directly and without any prior verbal warnings. Such circumstances would be clearly seen as the exception, not the rule, in counselling situations.
- (f) The above procedure shall not apply in cases of serious misconduct, where summary termination may take place. Examples of the type of behaviour which may lead to summary termination include intimidation of another employee or person, criminal activity on site, deliberate sabotage of company property, deliberate actions in contradiction to instructions which put at risk the safety of any other person.

(This list is not to be considered as exhaustive, but as an illustration only.)

**30. TERMS OF EMPLOYMENT**

- (a) All employees, other than casuals, shall be employed on a weekly basis terminable by the employer by the giving of the following period of notice or payment in lieu thereof of such remuneration as would have been earned during that period:

<b>Employee's period of continuous service with employer</b>	<b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice is increased by one week if the employee is over 45 years old and has completed at least 2 years continuous service.

Employment may be terminated by employees by the giving of one week's notice or forfeiture in lieu thereof of such remuneration as would have been earned during that period.

- (b) Notwithstanding sub-clause(a) above, the employer shall have the right to summarily dismiss an employee for serious misconduct.
- (c) The first three months of employment shall be on a probationary basis, terminable in accordance with sub-clause(a) above.

**31. STOP WORK MEETINGS**

All stop work meetings which are held during normal working hours will be without pay, unless otherwise agreed to by the employer and held at a mutually agreeable time. Forty-eight (48) hours notice of any proposed stop work meeting is required to be given.

**32. CHRISTMAS/NEW YEAR BUSINESS PERIOD**

The employer will retain the flexibility to determine the period of the Christmas/New Year break, with particular regard to the continuity of production and despatch activities.

**33. GOOD HOUSEKEEPING**

All employees will use their best endeavours to ensure that their immediate work areas and other areas of their work environment are maintained in a clean and tidy condition in accordance with relevant State and Federal laws and regulations and employer policies.

**34. JOB FLEXIBILITY**

Employees agree to perform a wide range of functions and duties, including work which is incidental or peripheral to their main tasks or functions.

In accordance with this requirement, employees should, subject to their level of skill, training and competence, perform such work as they may be directed to perform by the employer.

**35. JOB SECURITY**

Quest International Australia is part of a global company and it is agreed and understood that during the life of this Agreement there will be a global review of production processes and sites. It is not the intention of the company to contract out any function carried out at the site. The company agrees to involve employees and their representatives in any proposed changes as outlined in Schedule A - Workplace

Consultation. In the event that the company gives consideration to any major changes, the company commits to giving employees and the union notice in order to allow for appropriate consultation.

### **36. TRANSMISSION OF BUSINESS**

Despite any provision of this Agreement to the contrary or any other operation of law, where there is a transfer of the business to a new employer, the following shall apply:

- (a) This Agreement shall bind the new employer;
- (b) For the purposes of this Agreement, the employment of an employee bound to this Agreement shall not be taken to have been terminated by the company;
- (c) The continuity of the employee's contract of employment is taken not to have been broken; and
- (d) A period of service with the company is taken to be a period of service with the new employer. A period of service with the company includes service that is taken to be service with the company as a result of any previous transfer of the business, but this clause does not entitle an employee to claim a benefit from more than one employer in respect of the same period of service.

#### Definitions

"transfer of the business" means the transfer, transmission, conveyance, assignment or succession, whether by agreement or by operation of law, of the whole or any part of the business undertaking or establishment to which this Agreement applies."

### **37. DISPUTE RESOLUTION PROCEDURE**

The parties to this agreement shall at all times seek to eliminate disputes which may result in stoppages, bans or limitations.

The parties shall confer in good faith with a view to resolving matters by direct negotiation and consultation in accordance with the following procedure:

- (a) The employee concerned shall notify his or her immediate supervisor as to the existence of a grievance or difficulty and its nature.
- (b) The supervisor concerned will, after investigating the matter, provide the employee with a response as soon as possible.
- (c) If the grievance or difficulty cannot be resolved in step (b), the matter will be referred by the supervisor to a higher level of management authority, which will provide a response to the employee within one week of referral.

The employee may be assisted by a workplace union delegate in steps (a) to (c) above.

- (d) Should the grievance or difficulty not be resolved in step (c), the employee concerned shall refer the matter to an official of the union, who will represent the employee in discussions with senior company management.
- (e) In the event of no agreement being reached after the completion of step (d), either party may refer the dispute to the Industrial Relations Commission of NSW for conciliation and, if necessary, arbitration.
- (f) Reasonable time limits will be allowed for discussion at each step of the disputes resolution procedure.
- (g) Work will continue as normal whilst the matter is being dealt with in accordance with the disputes resolution procedure.

**38. UNION RECOGNITION**

- (a) Quest International recognises and supports the right of the National Union of Workers to represent employees who are eligible to be members of that union.
- (b) New employees will be introduced to the union delegate.
- (c) Quest International will deduct union membership fees from the wages of employees who complete a “deduction authorisation”. Quest International will forward these deductions to the union on a monthly basis.

**39. OCCUPATIONAL, HEALTH AND SAFETY**

The parties are committed to preventing injury and illness through providing a safe and healthy working environment.

Responsibility for prevention of injuries rests with the employer and employees. The employer is responsible for the equipment used, training of its employees in the prevention of workplace injury, the procedure for identification and review of the causes of injury.

Employees and employer are responsible for complying with company safety policies and procedures and ensuring that safe housekeeping takes place and that unsafe practices are reported to OH&S Representatives and/or the manager.

The existing Occupational Health and Safety Committee will continue to operate during the life of this agreement.

The parties agree to establish a high standard of “housekeeping” procedures as follows (but will not be limited to):

- emergency exits to be kept clear;
- componentary, raw materials and finished goods to be stored in correct place;
- fire extinguishers to be accessible and unobstructed;
- no loose material to be kept under foot;
- areas to be cleaned daily to the established standard; and
- First Aid kits to be maintained and used only by qualified company First Aiders.

Employees who fail to comply with this policy, will be subject to the counseling and disciplinary procedure contained herein.

**40. NO EXTRA CLAIMS**

The union agrees and undertakes that it will not pursue any further claims for wages or conditions during the term of this agreement.



Signed for and on behalf of  
Quest International  
Australia Pty Limited

Signed for and on behalf of  
National Union of Workers  
N.S.W. Branch by

\_\_\_\_\_  
Site delegate

\_\_\_\_\_  
Dated

\_\_\_\_\_  
State Secretary

\_\_\_\_\_  
Dated

## **SCHEDULE A**

### **Workplace Consultation**

- (i) The development of effective participative/consultative practices is important in the process of award restructuring and can lead to advantages for both employers and employees. It is therefore recommended that participative/consultative mechanisms at the enterprise level be implemented.
  - (1) Consultative mechanisms/practices shall be implemented within each enterprise where agreement exists between the employer, employees and the union.
  - (2) The form, structure and method of implementing consultative mechanisms/practices shall be determined at the enterprise level by agreement between the employer, employees and the union.
- (ii) An ongoing commitment to the resolution of problems so as to ensure the integration of employees working harmoniously and productively together with management.
- (iii) An acknowledgment by the employees of management responsibilities and actively participating with management to improve product quality, work performance and productivity through consultation and negotiations.
- (iv) A review of work practices to improve structural efficiency and productivity, and to embody such understanding into this agreement.
- (v) Establishment of skill related career paths which provide an incentive for workers to continue to participate in skill formation.
- (vi) A continuing observance of the existing multi-skilling arrangements and to pursue and eliminate any remaining impediments to multi-skilling and broadening the basic range of tasks which an employee may be required to perform.
- (vii) A creation of appropriate relativities between different categories of skilled employees within this agreement-award.
- (viii) An agreement to continue to enhance flexibility, productivity and efficiency of the plant through a review of working patterns and arrangements as necessary from time to time.
- (ix) A commitment to ongoing employee development and training in order to continually improve productivity and efficiency, and at the same time encourage personal development, motivation, and self esteem.

- (x) An ongoing awareness to the resolution of disputes procedure without affecting work performance or productivity.

Signed for and on behalf of  
Quest International  
Australia Pty Limited

Signed for and on behalf of  
National Union of Workers  
N.S.W. Branch by

\_\_\_\_\_  
Site delegate

\_\_\_\_\_  
State Secretary

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

## **SCHEDULE B**

### **REDUNDANCY POLICY - FINANCIAL**

Where an employee becomes redundant, the Company provides a special package of payments to ease the financial burden on the affected person and his/her dependants during the transition to new employment outside of the business.

An employee made redundant by the Company will receive the following benefits:

**1. Payment in Lieu of Notice**

Four (4) weeks' pay at Average Pay rates as defined.

- i) Employees over 45 years of age at time of redundancy shall receive an additional week's notice (i.e. 5 weeks in total) or payment in lieu of such notice being given.

"Average Pay" is defined as the ordinary rate of pay used plus the weekly shift allowance percentage averaged over the 52 week period immediately proceeding the termination date. (It does not include any overtime component.)

**2. Severance**

Four (4) weeks' pay at Average Pay rates as defined.

**3. Redundancy**

- i) Four (4) weeks pay at Average Pay rates as defined for each completed year of service or part thereof.

ii) Method of Selection

It is the aim of the company and accepted by the unions that the continued operation of the business is of primary concern. It is clear that the business must have the best possible work force to ensure it is viable and can offer continued employment opportunities.

Thus any redundancies must be approached in this light and will be by the following process:

- a. The company will seek expressions of interest from employees concerned on a possible offer of redundancy. Such expression of interest will be non binding on all parties.
- b. If a redundancy situation occurs the company will approach all persons who have made an expression of interest and ascertain if each person would be interested in an offer of redundancy.

#### Redundancy Policy - Financial

- c. Employees will be selected for redundancy on the basis of:
  1. Remaining volunteers from those who originally applied, provided that their existing skills can be removed from the workplace without any loss in the business' remaining ability to operate at the highest possible level of efficiency and flexibility.
  2. If insufficient people volunteer for redundancy or are excluded from consideration on the basis of the above grounds, then selection shall be on the basis of considering the following issues together, namely -
    - \* current skill levels in comparison to the business' future skill needs
    - \* flexibility and ability to operate in a broad range of jobs
    - \* length of service, and
    - \* any other grounds raised by the delegates and agreed upon as relevant

After selection, discussions will be held with the union delegates prior to any redundancy being confirmed and implemented.

#### **4. Annual Leave**

All accrued and pro-rata annual leave will be paid out at Normal Pay plus 20% leave loading OR at Average Pay as defined, whichever is greater.

#### **5. Payment of all Accrued Sick Leave**

In redundancy situations only, all accrued sick leave shall be paid at ordinary rates of pay.

#### **6. Long Service Leave**

Long Service Leave will be paid out on a pro-rata basis from the date of commencement using statutory entitlements as the basis of calculations, (i.e. 13 weeks' leave after 15 years' service).

#### **7. Vesting of Superannuation**

In accordance with the rules of the ICI Superannuation Plan Pty Ltd full vesting of company contributions occurs in cases of redundancy, regardless of years of fund membership.

Signed for and on behalf of  
Quest International  
Australia Pty Limited

\_\_\_\_\_  
Site delegate

\_\_\_\_\_  
Dated

### **REDUNDANCY POLICY - SUPPORT SERVICES**

In addition to the indicated financial assistance we would also provide the following support services to people affected.

1. Access to Financial Advice

An adviser will be arranged to conduct general information sessions for people affected on-site. Access to further individual advice initially can also be arranged upon request.

2. Superannuation Assistance

A Manager from the relevant ICI Superannuation Plan Pty Ltd would provide advice to affected individuals about their superannuation options.

3. CES

The CES will be contacted and asked to provide information sessions on receiving unemployment benefits and registering for alternate employment.

4. Resume Preparation/Interviewing Skills

A consultant will be engaged to provide assistance in the preparation of resumes for affected people. Workshop sessions would be held for both resume preparation and improving interviewing skills.

5. Time off to attend interviews etc.

In a redundancy situation, we will be sympathetic to the efforts of those affected to try and arrange alternate employment prior to termination with Quest International Australia Pty Limited.

For this reason, we do not believe paid time off to attend interviews should be limited to the formal notice period only.

Rather, it will be our policy that, upon agreement, paid time off shall be available as required. Such agreement simply being a matter between the direct manager and person affected.

To best ensure that arrangements can be made to allow a person time off to attend an interview the following steps need to be involved.

- As much notice as possible.
- A willingness amongst other employees to cover their workmate's absence without the business being obliged to cover on overtime.
- The provision of details related to the interview, including a contact phone number.

Redundancy Policy - Support Services

- Recognition that whilst every effort will be made to allow a person time off when requested there may be situations (e.g. short notice given, a number of other people absent) where this may not be possible.

Such situations can be minimised if all parties work together during a redundancy program.

6. Training

The business would be prepared to consider offering short term training courses that may enhance a person's suitability for similar jobs elsewhere e.g. computer skills.

Each case will be considered on its merits.

Signed for and on behalf of  
Quest International  
Australia Pty Limited

\_\_\_\_\_  
Site delegate

\_\_\_\_\_  
Dated