

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/253

**TITLE:** **Penford Australia Lane Cove Enterprise Agreement 2005**

**I.R.C. NO:** IRC6/1061

**DATE APPROVED/COMMENCEMENT:** 16 March 2006 / 1 December 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA04/225.

**GAZETTAL REFERENCE:** 28 July 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 56

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies all employees of Penford Australia Limited located at 170 Epping Road, Lane Cove NSW 2066, who are engaged upon production, warehousing, distribution and maintenance functions, who fall within the Starch Manufacturers, &c. (State) Award, the Metal, Engineering and Associated Industries (State) Award and the Electricians &c. (State) Award.

**PARTIES:** Penford Australia Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, National Union of Workers, New South Wales Branch, The Australian Workers' Union, New South Wales

# **PENFORD AUSTRALIA LIMITED LANE COVE ENTERPRISE AGREEMENT 2005**

## **TABLE OF CONTENTS**

### **CLAUSE**

<b>1.</b>	<b>INTRODUCTION .....</b>	<b>1</b>
<b>2.</b>	<b>PARTIES BOUND .....</b>	<b>1</b>
<b>3.</b>	<b>OPERATION AND DURATION.....</b>	<b>1</b>
<b>4.</b>	<b>EXISTING AWARDS AND AGREEMENTS.....</b>	<b>1</b>
<b>5.</b>	<b>AGREED AIMS AND OBJECTIVES.....</b>	<b>2</b>
<b>6.</b>	<b>WORKPLACE CONSULTATION AND WORK PRACTICE CHANGE .....</b>	<b>3</b>
<b>7.</b>	<b>SPECIFIC CHANGES TO BE INTRODUCED BY THIS AGREEMENT.....</b>	<b>5</b>
<b>8.</b>	<b>WAGE RATES AND INCREASES.....</b>	<b>6</b>
<b>9.</b>	<b>PRODUCTIVITY BARGAINING .....</b>	<b>8</b>
<b>10.</b>	<b>ALLOWANCES .....</b>	<b>10</b>
<b>11.</b>	<b>TEAMS-BASED SYSTEM OF WORK- SEVEN DAY ROSTER.....</b>	<b>11</b>
<b>12.</b>	<b>SEVEN DAY SHIFT ROSTER-12 HOUR SHIFTS .....</b>	<b>12</b>
<b>13.</b>	<b>FIVE DAY SHIFTS AND ROSTERED CALLOUTS BY ELECTRICAL EMPLOYEES.....</b>	<b>17</b>
<b>14.</b>	<b>TERMS OF ENGAGEMENT AND TERMINATION .....</b>	<b>18</b>
<b>15.</b>	<b>HOURS.....</b>	<b>20</b>
<b>16.</b>	<b>OVERTIME, SUNDAY AND HOLIDAY RATES .....</b>	<b>25</b>
<b>17.</b>	<b>MIXED FUNCTIONS.....</b>	<b>27</b>
<b>18.</b>	<b>PAYMENT OF WAGES .....</b>	<b>27</b>
<b>19.</b>	<b>ANNUAL LEAVE .....</b>	<b>28</b>
<b>20.</b>	<b>ANNUAL LEAVE LOADING .....</b>	<b>29</b>
<b>21.</b>	<b>SICK LEAVE .....</b>	<b>29</b>
<b>21 A.</b>	<b>PERSONAL/CARER'S LEAVE.....</b>	<b>30</b>
<b>22.</b>	<b>BEREAVEMENT LEAVE .....</b>	<b>31</b>
<b>23.</b>	<b>PUBLIC HOLIDAYS.....</b>	<b>32</b>

24.	JURY SERVICE.....	33
25.	REDUNDANCY .....	34
26.	DISCIPLINARY PROCEDURE.....	36
27.	DISPUTES PROCEDURE .....	39
28.	SITE AMENITIES .....	40
29.	TRANSMISSION OF BUSINESS-PROTECTION OF EMPLOYEE ENTITLEMENTS .....	40
30.	UNION DELEGATES LEAVE.....	40
31.	NO EXTRA CLAIMS .....	41
32.	ENDORSEMENT OF AGREEMENT .....	42
	APPENDIX A - SKILL CLASSIFICATIONS .....	43
	APPENDIX B - REQUIREMENTS & DEFINITIONS .....	46
	APPENDIX C - CAREER PATH - PRODUCTION - IN HOUSE MODULES.....	61
	APPENDIX D - PROJECTED ROSTER.....	71
	APPENDIX E - SPECIFIC CHANGES INTRODUCED BY THE 2001 AGREEMENT.....	72
	APPENDIX F - ANTI-DISCRIMINATION.....	74

## 1. INTRODUCTION

The Enterprise Agreement shall be known as the Penford Australia Lane Cove Enterprise Agreement 2005 (the Agreement).

The Agreement is established for the purpose of increasing the efficiency and productivity of the business and, in return, to allow for more secure employment and improved remuneration for employees who reflect these achievements.

The parties are committed to a process of continuous improvement at the Company which will be assisted by enterprise-level consultation and co-operation between the parties to enable the implementation of flexible work practices within the scope of the Agreement.

## 2. PARTIES BOUND

For the purpose of this Agreement the Company and the Unions (as defined) are the parties to this Agreement:

“**Company**” means Penford Australia Limited, 170 Epping Road, Lane Cove.

The “**Union**” means either:

- (a) National Union of Workers NSW Branch (**NUW**); or
- (b) Australian Workers Union (**AWU**); or
- (c) Australian Manufacturing Workers Union (**AMWU**)

### **3. OPERATION AND DURATION**

The Agreement shall commence from 1 December 2005 and shall remain in operation for a period of 2 years, expiring on 1 December 2007.

### **4. EXISTING AWARDS AND AGREEMENTS**

- (a) This Agreement is in complete substitution for and excludes the operation of the Starch Manufacturers (State) Award, the Metal, Engineering and Associated Industries (State) Award and the Electricians (State) Award and any award or industrial agreement that rescinds or replaces any such awards during the life of the Agreement. This Agreement covers all production, warehousing, distribution and maintenance functions performed by employees at the site and all work incidental to such functions that comes within the scope of the above mentioned Awards.
- (b) Further, this Agreement replaces and rescinds all and any agreements and practices previously entered into or arranged between the parties at the site, including the previous agreements known as the Starch Australasia Lane Cove Enterprise Agreement 1997 and the Starch Australasia Lane Cove Enterprise Agreement 1999, the Penford Australia Lane Cove Enterprise Agreement 2001 and the Penford Australia Lane Cove Enterprise Agreement 2003.
- (c) The exclusion set out in (a) above will cease to operate in the event of cancellation of this Agreement. At this time the above mentioned awards will again have application, subject to any further agreement reached between the parties.
- (d) The Weekly Base Rates of pay payable to employees covered by this Agreement shall not be reduced as a result of the nominal life of this Agreement expiring.

### **5. AGREED AIMS & OBJECTIVES**

The Primary aim of the parties is to establish an Enterprise Agreement that will create an industrial environment at the site in which the management and the employees (with the support of their unions) will co-operatively work to improve the safety, quality, efficiency and profitability of the business.

To achieve this primary aim the parties agree to achieve the following objectives:

- (a) Replace the site's previous Enterprise Agreement with this new Agreement.
- (b) To continue with and provide full commitment and support to company objectives related to continuous improvement in respect to:
  - Occupational Health and Safety;
  - ISO (quality);
  - HACCP (food safety).
- (c) Deliver to employees in accordance with Clause 8 a significant improvement in wages, allowances and superannuation by way of annual adjustments to the base rate, in return for the employees input to achieve improvement in quality, efficiency and profitability.
- (d) Promote teamwork in a co-operative workplace through better communication, sharing of ideas and active consultation and improvement in decision making.
- (e) Continue the ongoing cross-training and development so as to achieve a work site of multi-skilled employees. This will allow the business to best utilise the employee's abilities and enhance their chances of advancement and employment security. Employees agree to perform any tasks that they are competent and properly skilled to perform.
- (f) While the parties recognise that some changes have already taken place at the site under the previous enterprise agreements which have lead to improvements in efficiency, the employee

parties undertake under this new Agreement that they will further assist in achieving these objectives by:

- Supporting the development and implementation of and providing ongoing support for the changes outlined in Clause 7 “Specific Changes to be Introduced by this Agreement”.
- Co-operating with the implementation of a process of continuous improvement through workplace consultation and identification and implementation of additional changes to current work practices as a result.

## **6. WORKPLACE CONSULTATION AND WORK PRACTICE CHANGE**

Set out below are consultation arrangements agreed to between the parties that will enhance measures intended to achieve gains in productivity, efficiency and flexibility at the site during the life of the Agreement.

### **6.1 Enterprise Consultative Committee**

- (a) An Enterprise Consultative Committee (ECC) is established at the site.
- (b) Through the ECC the Company and the employees will consult collectively with each other.
- (c) The Company, the Employees and the Unions will support the ECC’s activities and its outcomes.
- (d) The ECC will be responsible for overseeing the implementation of this Agreement at the site and to ensure that the agreed Aims and Objectives are achieved.
- (e) The parties, through consultation by the ECC, will review the constitution of the ECC where it would be necessary to do so to achieve the Aims and Objectives of the Agreement.

### **6.2 Workplace Flexibility and Changes to Work Practices**

The Company, the Employees and the Unions are committed to the flexible application of the terms and conditions of employment set out in this Agreement in order to improve the productivity, efficiency, profitability and the competitiveness of the Company. The employee parties accept that, subject to the provisions set out below, the final decision on policy issues at the site is the responsibility of the management of the Company.

The achievement of the agreed Aims and Objectives and the flexibilities referred to above will be assisted by the introduction of changes in work practices in accordance with the procedures set out below.

#### **(i) Flexible Application of Existing Provisions**

- (1) If a proposed change effects only a small number of Employees and all of the effected employees are involved in reaching agreement on a proposed arrangement, then the outcome as agreed by the majority of the employees concerned will be implemented following advice of the agreement to the ECC for its information.
- (2) If a proposed change effects more than a small number of employees or, in any case, if the proposed change is in relation to a matter that the ECC regards as appropriate for it to deal with, then agreement on the issue will be reached through the consultative processes of the ECC. The agreed change shall then be appropriately recorded and implemented. The

Company recognises that any member of the ECC may seek the Union's advice and assistance on the matters under consideration.

- (3) These procedures will ensure that the work practice arrangements at the site will be implemented in a way that best suits the parties directly affected.
- (4) Any agreement reached shall not adversely affect the health and safety of the employees within the meaning of the State legislation.

(ii) Changes to Existing Conditions Requiring IRC Approval

In circumstances where the implementation of the ECC's decision would necessitate formal recognition by the Industrial Relations Commission of NSW (IRC) either by way of a consent variation to this Agreement or a further Certified Agreement the following procedures shall be followed:

- (1) All employees will have the proposed change explained to them and will be given a reasonable opportunity to consider its effect.
- (2) A vote will then be conducted on the issue. Where agreement is genuinely reached with the majority of employees concerned the agreed arrangement shall be committed to writing.
- (3) Before any arrangement is signed and processed further in accordance with this clause, the proposed arrangement shall be forwarded in writing by the ECC to the State Secretary of the relevant Union or Unions.
- (4) The Union shall not unreasonably withhold consent to the arrangements agreed upon.
- (5) If no party objects to the arrangement, then a consent application shall be made to the IRC to have the arrangement approved in accordance with the requirements of the Act.

Should a dispute over a matter that is before the ECC not be able to be resolved it shall be dealt with in accordance with the procedures set out in Step 6 and onwards of the disputes procedure set out in Clause 27 - Disputes Procedure, of this Agreement.

The ECC shall act to resolve any disputes arising from the interpretation and/or implementation of the Agreement.

## **7. SPECIFIC CHANGES TO BE INTRODUCED BY THIS AGREEMENT**

### **7.1 Dextrin Reactor Project**

The parties agree to the introduction of the manning and work task changes set out below as a necessary result of the implementation of the Dextrin Reactor Project.

The implementation of the manning and other changes necessary to incorporate the Dextrin Reactor dependant the following capital projects being approved by the company's Board and implementation at the site:

- New Wet Feed Silo
- New Dextrin Reactor

Upon installation of the Wet Feed Silo project it has been determined that the Co-products Operators work load will be reduced by about 50% to 66%. This being the case the 3 principle duties of the Steam Plant Operators (Boiler Operators) are to be split over the following operating areas:

1. Modified Starch Operators will take over the operation of all equipment associated with the operation of Waste Water Plant.
2. Wet Mill & Co-products Operators will take over the operation of all equipment associated with the manufacture, storage and dispatch of Steepwater.
3. Utility Operators will take over the operation of all equipment associated with operating the Steam Plant, in addition to their role as senior person on team and assistant to all other operators.

Boiler Operators will train on the new Dextrin Reactor in order to take over all operational aspects of this plant.

The Dextrin Plant Operators will cross train on the Drum Drier Plant so as to be able to operate all equipment associated with the manufacture of Pregelatinised Starches.

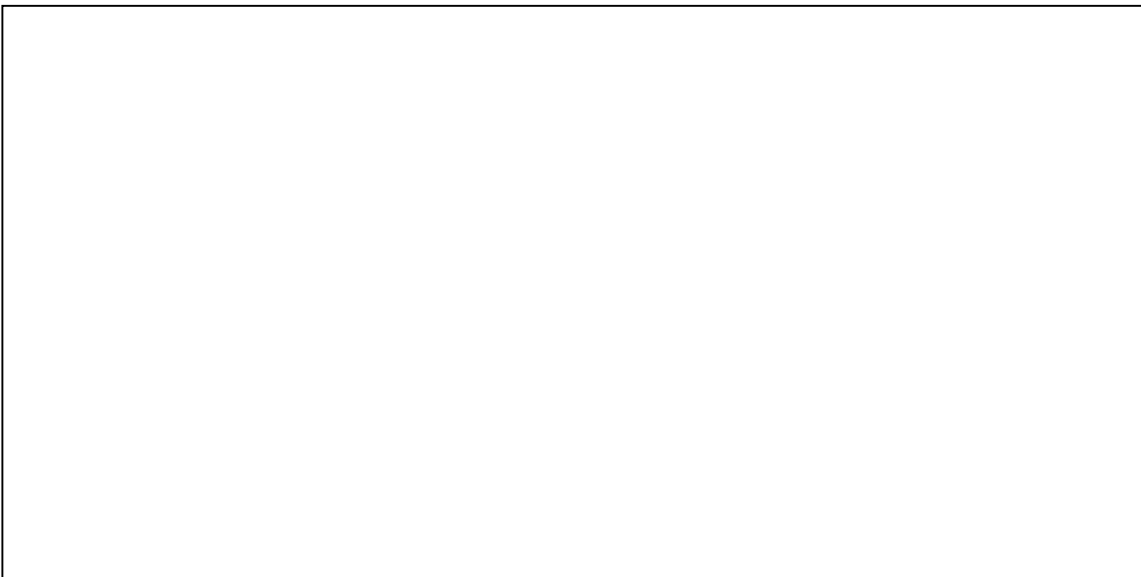
Drum Driers Operators will cross train on new Dextrin Reactor.

The cross training of the Drum Driers Operators and the Dextrin Plant Operators will allow these two plants to be self assisting and mutually supportive of each operator.

Co-products Operators will cross train on the Steam Plant so as to be able to back up the Utility Operators and Dextrin Operators (former Steam Plant Operators). This will give each Team three licensed Steam Plant Operators which will allow scheduling of annual leave to be accomplished without interruption to coverage of the operation of the Steam Plant.

Total manning level will be 9 per shift.

The following flow chart graphically illustrates these outcomes:-



## 7.2 Review Relevance of Earlier Productivity Provisions

The parties will review the future relevance of Clause 8.3 and Clause 9 during the period of operation of the Agreement.

## 8. WAGE RATES AND INCREASES

### Wages

Subject to the provisions of Clause 12, Seven Day Shift Roster - 12 Hour Shifts and clause 13, Five Day Shifts and Rostered Callouts by Electrical Employees, an adult employee of a classification specified in APPENDIX A hereof shall receive a rate of pay to be known as the **Weekly Base Rate** as set out below:

**(a) Production Employees**

Level	Non Shift Employees Weekly Base Rate*	Production on Shift Weekly Base Rate*
As at 1.12.1005	\$	\$
P1	788.97	836.07
P2	867.22	898.99
P3	887.34	919.87
P4	917.90	951.48
P4 Pregel Rolls	N/A	972.59 **
P4.5	N/A	977.42
P4.5 MSO	N/A	1,020.48
P5	967.83	1,003.36 ***
P6	N/A	1,046.41

- Includes \$4 x 5 = \$20 Disability Allowance except Level P1 The weekly rates include a \$25/week Mobility Allowance.

\*\* The P4 Pregel Plant rate to be P4 plus \$19.22 for Quality Control Procedures

skills as per Clause 1(f) and 1 (h) of Appendix E to give a gross increase pay of \$35 per week.

\*\*\* The P6 Shift rate to be P5 plus \$38.45 for Quality Control Testing Procedures skills as per Clause 1(g) of Appendix E to give a gross increase pay of \$70 per week.

**(b) Maintenance Employees**

Level	Weekly Base Rate**** \$
C11	917.90
C10	1,048.44
C9	1,098.96
C8	1,149.18
C7	1,199.87
C6	1,250.23

\*\*\*\* Includes \$4/wk Special Allowance

The weekly rates include a \$25/week Mobility Allowance.

**(c) Apprentices**

Level	% of the C10 Rate	Weekly Base Rate \$
Year 1	44	468.24
Year 2	57	606.57
Year 3	76	808.77
Year 4	88	936.47

**8.2 Wage Increases under Enterprise Agreement**

The Weekly Base Rates of pay prescribed by this clause shall increase by 6.0% over the life of the Agreement.

These wage increases shall be paid as follows:

- An increase of 1.5% to take effect from the first pay period commencing on or after 1 December 2005.
- A further increase of 1.5% to take effect from the first pay period commencing on or after 1 June 2006.
- A further increase of 3% to take effect from the first pay period commencing on or after 1 December 2006..



### **8.3 Lump Sum Payments for Excess Productivity Gains**

Productivity improvements shall be measured at the end of each 6 months in accordance with Clause 9, Productivity Bargaining, to assess whether employees shall be entitled to a lump sum payment for any excess productivity gains. If less than the required productivity improvement has been achieved the productivity short fall will be owed to the Company. If more than the productivity requirement is achieved the employees' shall be paid a lump sum in accordance with clause 9.4. Any shortfall in productivity shall cease to be owed to the Company at the end of the Agreement.

The productivity-based lump sum payments will be paid 1 month after the end of the measurement period, allowing 4 weeks for assessment and calculation.

The employee parties agree to review the Productivity Matrix after an initial 12 month period so as to:

- (a) Ensure productivity improvements are being achieved and monitored;
- (b) Adjust the Matrix to take into account both the first and second stage wage increases included in the Agreement;
- (c) Review the measurement items used in the Matrix to determine if they should be altered or added to so as to ensure the effective operation of the Matrix as a measurement tool.

## **9. PRODUCTIVITY BARGAINING**

The parties to the Agreement are committed to a process of productivity bargaining based on consultation which will bring about improved efficiency and productivity at the site. Further, the parties are committed to an objective measurement of productivity to determine if improvements have been achieved and the sharing of the improvements between the Company and the employees on a regular basis.

### **9.1 Definition of Productivity**

- (a) For the purposes of this Agreement, "productivity" is defined as an improvement in efficiency. This must be a net improvement at the site such that any item, whilst providing an improvement in any one area, does not create a loss in another area.
- (b) For the purposes of this Agreement, improved efficiencies relate to those achieved changes to which the employees have made a direct contribution. Changes arising from capital expenditure, for which the Company takes the risk and which requires a reasonable return on the funds invested, do not necessarily count as a productivity improvement. It is acknowledged that where capital expenditure requires changes in work methods and/or in the numbers of employees and the changes are of a nature that enhances the investment, it could qualify as a productivity improvement. It is further acknowledged that in circumstances where the anticipated improvements or set criteria of a capital expenditure program are exceeded and employees have contributed to this excess achievement, the excess would qualify as a productivity improvement. The treatment of improved efficiency arising from major capital expenditure is to be agreed upon by the Enterprise Consultative Committee on each occasion in advance.

### **9.2 Measurement of Improvements**

The commencement date for measurement is the operative date of this Agreement. The parties acknowledge that Total Quality Management (TQM) does not itself create or bring about improvements in productivity but rather is a tool which may assist in the measurement and demonstration of any improvements. The items to be measured will be agreed by the Enterprise Consultation Committee. The items to be measured will be set out in an agreed Productivity Measurement Matrix. The starting point and the progress of improvement will be reliant upon the implementation of agreed changes at the site. The improvements shown should be capable of independent audit, and be audited, prior to confirmation of the result.

### **9.3 Monitoring and Assessment**

- (a) The Enterprise Consultative Committee will undertake the role of monitoring progress in accordance with the measurements and targets set.

- (b) Each six months the Enterprise Consultative Committee will assess the extent of measured change for the purpose of the share distribution of any gains.

#### **9.4 Method of Distribution of Gains**

- (a) Where the Productivity Measurement Matrix shows a productivity increase over and above the agreed minimum targets the gain will be shared between the Company and the employees as follows:

Productivity gains related directly to employees' contribution

- 50/50 distribution.

Capital expenditure-related productivity gains - where the anticipated improvements or set criteria are exceeded, the excess to which employees have also contributed

- 50/50 distribution.

- (b) The employees' productivity gain share for a 6 month period will be distributed in the form of a single lump sum payment, payable to employees in the next week following the E.C.C.'s agreement on the assessment. This payment shall not result in any increase to the employees' Weekly Base Rate.

#### **Role of Enterprise Consultative Committee**

The Enterprise Consultative Committee will develop proposals for productivity bargaining projects setting out:

- Factors to be measured
- Proposed means of measurement
- Targeted improvement levels of performance
- Time considerations

as part of establishing and utilising the Productivity Measurement Matrix.

### **10. ALLOWANCES**

In addition to the rates of pay prescribed in clause 8 the following allowances provisions apply:

#### **10.1 Mobility Allowance**

A mobility allowance of \$25.00 per week is incorporated into the weekly rates of pay set out in Clause 8 of all employees (other than apprentices) in consideration for their willingness to perform any work required to be done on the site that is within their competency and skill.

#### **10.2 Disability Allowance**

- (a) A disability allowance of \$4.00 per day was previously paid to production employees and laboratory employees. This allowance is incorporated into their weekly base rates as set out in Clause 8.
- (b) This allowance is not payable to maintenance employees as an increase in overaward payments was previously granted to such employees to compensate them for all disability circumstances on the site that warrant the payment of the allowance.
- (c) The disability benefits now included in weekly base rates replaced the previously existing disability allowance, dust allowance and wet allowance applied at the site.

#### **10.3 Special Allowance**

A \$4 per week Special Allowance is included in the rates prescribed by Clause 8 for maintenance employees in lieu of any special rates.

#### **10.4 First Aid Allowance**

An employee appointed by the Company as a first aid attendant who has been trained to render first aid and who is the current holder of a certificate issued by St. John's Ambulance or some other similar body shall be paid an additional amount of \$13.17 per week. Such amount shall be payable during periods of paid leave but shall not be taken into account in calculating penalty rates. The Company shall not be required to make such an appointment. This allowance shall be adjusted by the percentage (%) increases for wages set out in Clause 8.2 and from the same operative dates.

#### **10.5 Boiler Allowances**

**(a) Boiler Certificate Allowance**

An employee who holds a current boiler certificate and who is willing to attend boilers while on his/her shift shall be paid a Boiler Certificate Allowance of \$18.33 per week

**(b) Boiler Attendance Allowance**

Qualified employees required to attend boilers on a shift shall be paid a Boiler Attendance Allowance of \$3.85 per shift.

#### **10.6 Meal Allowance**

Employees shall receive a meal allowance of \$8.13 for each shift worked. This allowance shall be adjusted by the percentage (%) increases for wages set out in Clause 8.2 and from the same operative dates.

#### **10.7 Qualified Supervisor Certificate (Electrician) Allowance**

An electrical tradesperson who holds a Qualified Supervisor Certificate shall be paid an additional allowance of \$21.90 per week. The allowance shall be paid for all purposes of the Agreement. An employee paid this allowance can be called upon by the Company either to perform low to medium voltage circuit wiring work in accordance with the SAA Wiring Rules which, because of this qualification, does not require inspection and approval or to supervise the work of other electricians in their performance of such work.

#### **10.8 Tailings/Offcode Tipping Allowance**

From time to time it is necessary to retip to a tank off code product, raw materials, tailings, or the like. A full time employee required to perform such retipping work will be paid an additional allowance of \$10 per metric tonne tipped.

### **11. TEAMS-BASED SYSTEM OF WORK - SEVEN DAY ROSTER**

- (a) As part of the operation of the Seven Day Shift Roster set out in Clause 12, employees involved will be required to work in accordance with a teams based system of work organisation.
- (b) Teams should regularly meet during work time to review the effectiveness of their operation and to resolve problems and issues that arise during day to day operations.
- (c) Each year there shall be 4 x 4 hour team meetings (i.e. every three months) held outside employee's ordinary working hours. These quarterly team meetings will be used for reviewing team performance, training etc. All team members are required to attend quarterly team meetings and there shall be no additional payment for attendance.
- (d) As part of the 2003 Agreement, the employees recommit themselves to attending at Team meetings and thereby secure the continued 1% payment granted in the 1999 EBA as compensation.

(e) 4 Hours of Ordinary pay will be deducted from an employees pay for failure to attend a team meeting.

(1) An employee's absence from a team meeting without reasonable excuse will constitute unsatisfactory conduct under Clause 26, Disciplinary Procedure, of this Agreement and will be dealt with in accordance with the disciplinary provisions of that clause.

(2) Teams Steering Group

A Teams Steering Group will be formed to determine policy issued for the operation of the teams.

## **12. SEVEN DAY SHIFT ROSTER - 12 HOUR SHIFTS**

### **12.1 Operation**

(a) This clause shall apply to those employees working twelve hour shifts on the basis of a seven day continuous roster.

(b) This clause and Clause 11, Teams-Based System of Work - Seven Day Roster, shall be read in conjunction with the other clauses of this Agreement. However, where there is any inconsistency between the provisions of clauses 11 and 12 and those prescribed elsewhere, the terms of clauses 11 and 12 shall apply.

### **12.2 Extension of Seven Day Shift Roster**

In some non-production areas of the site employees do not work on the basis of a 12 hour shift/ seven day continuous roster. Through the flexible application of this Agreement, those areas may change to seven day continuous running to meet the needs of the business by agreement between the Company and the employees concerned through the process of workplace consultation.

### **12.3 Roster**

The agreed seven day shift roster is a twelve hour "2,2,4" shift arrangement averaging 42 hours per week.

An example of such a roster, which can be changed at any time by agreement through workplace consultation, is set out in APPENDIX D of this Agreement.

### **12.4 Seven Day Roster - Wages, Hours and Overtime**

(a) Employees working the seven day shift roster will be paid the Seven Day Roster Wage (Seven Day Roster Wage). The Seven Day Roster Wage incorporates the payment, or prepayment as the case may be, of the following components (i)(ii)(iii)(iv) and (v):

(i) Ordinary hours of work

Ordinary hours of work are made up of several parts:

- (1) The employees' ordinary hours of work shall be based on an average of 38 ordinary hours per week.
- (2) Ordinary hours of work Monday to Friday are paid at single time of the Weekly Base Rate;
- (3) Ordinary hours of work on Saturdays are paid at time and one half of the Weekly Base Rate;
- (4) Ordinary hours of work on Sundays are paid at double time of the Weekly Base Rate;

(5) Ordinary hours of work for each day are calculated as:

8 weeks (38 hours divided by 28 shifts).

This is equal to 10.857 ordinary hours worked each day.

(ii) Overtime which is incorporated into the 12 Hour Shift

Each 12 hour shift shall consist of 10.857 ordinary hours per shift. The remaining 1.143 hours of each shift is overtime. Payment for such overtime has been calculated at the rate of time and one half of the Multi Purpose Rate.

(iii) Annual leave loading.

(iv) Shift allowances

The shift allowance is calculated to be an averaged amount of 10% per shift of the Multi Purpose Rate.

(v) Crib and meal allowances.

**(b) Overtime Worked Beyond Rostered Shifts**

All work done outside the shift roster shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter of the Weekly Base Rate.

## **12.5 Annual Leave**

(a) Employees will be entitled to 5 weeks annual leave (190 hours) per annum paid at the Multi Purpose Rate.

(b) Annual leave shall be scheduled into the roster so as not to cause any interference with the production processes of the business. Annual leave cover must be arranged prior to an employee lodging an application for the taking of annual leave. A maximum of two employees per shift may take annual leave at specified peak periods such as the Christmas school holidays or the Easter holiday period.

(c) An employee shall give a minimum of one months notice during peak periods of a requirement or request for the taking of annual leave. In non peak periods a minimum of two weeks notice is required. Any period of annual leave must be pre-approved by the Company.

(d) An Annual Leave Loading of 17.5% of 190 hours at the Multi Purpose Rate will be paid on a pro-rata basis.

(e) Under the teams based work system "annual leave cover" will be provided by:

(i) The Company "staffing up" by providing the equivalent of two fulltime wages employees to facilitate annual leave cover as per the agreement of the parties to remove prepaid annual leave cover; and

(ii) In the event that it is necessary to call in additional employees to provide cover for annual leave such work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter of the Weekly Base Rate;

(iii) Annual leave cover will be provided by the two fulltime wages employees referred to in (e)(i) above during their rostered working hours before any overtime is offered to other wages employees under (e)(ii).

## **12.6 Sick Leave**

- (a) During their first year of service employees shall be entitled to 43.425 hours sick leave (3.6 shifts x 12 hours). During their second and subsequent years of service employees shall be entitled to 86.85 hours sick leave per annum (7.2 shifts x 12 hours). Payment of sick leave shall be at the Multi Purpose Rate.
- (b) Where an employee is absent on sick leave and the spare person is not available to provide cover during their normal rostered working hours, overtime will be offered to other wages employees.

## **12.7 Workers' Compensation**

- (a) Workers' compensation payments will be based on the Multi Purpose Rate.
- (b) Where an employee is absent on workers compensation and the spare person is not available to provide cover during their normal rostered working hours, overtime will be offered to other wages employees.

## **12.8 Recommitment**

As part of the 2003 Agreement the employee parties recommit themselves to the proper application of the provisions of 12.5, 12.6 and 12.7.

## **12.9 Public Holidays**

- (a) An employee who is rostered to work on a public holiday and actually works shall be paid time and a half at the Weekly Base Rate over and above the normal paid hours.
- (b) An employee who is rostered to work on a public holiday and does not actually work shall be paid 10.857 hours at the Multi Purpose Rate plus shift allowance.
- (c) An employee who is rostered off on a public holiday shall be paid 7.6 hours at the Weekly Base Rate.

## **12.10 Continuation of 4% Shift Work Premium**

Production employees shall continue to receive the 4% premium previously received by Production shift workers.

## **12.11 Crib Breaks**

- (a) Employees shall receive a crib payment of 45 minutes at the employee's Weekly Base Rate for the shift being worked.
- (b) From the commencement of the seven day roster packers are to be paid the crib allowance.

## **12.12 Meal Allowance**

Employees shall receive the meal allowance set out in clause 12.6 for each shift worked.

## **12.13 Weekly Base Rate**

The Weekly Base Rates are set out in clause 8, Wage Rates and Increases.

## **12.14 Multi Purpose Rate**

The Multi Purpose Rate (Multi Purpose Rate) is used to calculate certain entitlements of employees on the seven day shift roster. The Multi Purpose Rate is the average of the ordinary time (10.857 hours per shift) worked at different rates on weekdays, Saturdays and Sundays over the roster cycle.

**(a)** Calculation of the Multi Purpose Rate

The Multi Purpose Rate is calculated as follows:

- 28 x 12 hour shifts worked in an 8 week cycle. This equals 336 hours or 42 hours per week.
- 8 weeks x 38 ordinary hours = 304 hours.
- 336 hours - 304 hours = 32 hours
- 32 hours ÷ 8 weeks = 4 hours/week.
- This leaves 4 hours per week of overtime hours.
- 304 hours ÷ 28 shifts = 10.857 ordinary hours per shift. The balance of the 12 hours (that is 1.143 hours) is overtime.

In calculating the Multi Purpose Rate the following is taken into account:

28 shifts worked in total over the 8 week cycle of the roster, made up of:

- (i)** 20 shifts worked on Monday to Friday at single time.

(Weekly Base Rate x 10.857 x 20)

- (ii)** 4 shifts worked on Saturdays at time and a half.

(Weekly Base Rate ( 1.5 x 10.857 x 4)

- (iii)** 4 shifts worked on Sundays at double time.

(Weekly Base Rate ( 2 x 10.857 x 4)

The total of subclauses (a)(i)(ii) and (iii) divided by 304 hours equals the Multi Purpose Rate which is the employees' Ordinary Time Earnings. The Multi Purpose Rate is to be used for the calculation of:

- (iv)** Overtime worked as the balance of each twelve hour shift within the roster, this being 1.143 hours at time and a half on any day Monday to Sunday;
- (v)** Accrual and payment of sick leave, annual leave, annual leave loading, long service leave and workers' compensation payments, this being 10.857 ordinary hours per day taken or allocated;
- (vi)** Superannuation Guarantee contributions made by the Company in line with the Superannuation Guarantee Ruling SGR 94/4 "Ordinary Time Earnings";
- (vii)** Redundancy payments. Redundancy payments remain subject to the guidelines set out in Clause 25, including the ceiling of 75 weeks.

- (b)** The Multi Purpose Rate is not to be used to calculate overtime payments worked in addition to the hours worked per day under the "2,2,4" continuous roster. See Clause 12.4(b).

### 12.15 Time Keeping Records

- (a)** Each team shall keep accurate time sheets for each shift, with the ultimate aim of eliminating the requirement for employees to clock on and off if the system of time sheets proves successful.
- (b)** By pre-arrangement with his or her team, an employee may organise for the team to close ranks and cover for his/her absence for part of a shift. The absence will be without loss of income. Such an absence is intended to apply in circumstances where due to the nature of shift work, an employee is genuinely unable to avoid a conflict with personal commitments. However, wherever possible employees should schedule

personal commitments outside of work hours. Where an employee is absent for such a reason, this should be recorded in the appropriate time sheet.

### **13. FIVE DAY SHIFTS AND ROSTERED CALLOUTS BY ELECTRICAL EMPLOYEES**

- (a) This clause shall apply to electrical employees.
- (b) This clause shall be read in conjunction with the other clauses of this Agreement. However, where there is any inconsistency between the provisions of this clause and those prescribed elsewhere, the terms of this clause shall apply.
- (c) Electricians will work a new Five Day Shift Roster in conjunction with a rostered callout system which will ensure electrical maintenance coverage 24 hours a day, 7 days a week for the site by means of three rostered shifts and a rostered callout system.

Shifts will be made up of:

- 6.00am - 2.00pm - First Day Shift
- 10.00am - 6.00pm - Second Day Shift
- 4.00pm - 12.00pm - Afternoon Shift

The electrical employees will alternate weekly between the First Day Shift and the Second Day Shift (the Day Shifts). The contract electrician will work on the Night Shift.

- (d) The remaining hours in the week i.e. hours not covered by the day shifts and night shift, will be covered by a rostered callout system. The Company will supply the electrician who is rostered to be called back with a mobile phone as the method of contact. Callouts will be attended within 45 minutes.

The callout roster will cover the following hours:

- Weekdays:

12.00pm to 6.00am Monday to Friday = 30 hours per week where coverage will be shared between the nightshift electrician and the 6.00am - 2.00pm (First Day Shift) electrician depending on the time of breakdown.

- Weekends:

12.00pm Friday to 6.00am Monday = 53 hours per week where coverage will be provided by the electrician rostered on for callout during that weekend. One electrician will be rostered on each weekend over a three week cycle.

- (e) In addition to the Five Day Shift Roster and the rostered callout system set out in 13© and 13(d) above, electrical employees also agree to the following:
  - (i) Annual leave will be covered by the electrical department closing ranks to ensure coverage for normal shifts e.g.: 10 hour days, swapping shifts, etc.
  - (ii) Sick leave will be covered by the electrical department closing ranks to ensure coverage in the same manner as for annual leave.
  - (iii) On any public holiday that the factory is running electrical employees will ensure coverage for all shifts.
  - (iv) During periods of planned maintenance shutdowns, the employees' hours will be arranged in conjunction with other maintenance employees to meet the needs of the business.
  - (v) The dayshift electricians agree to forfeit their RDO to provide maximum coverage to the factory.



- (f) In consideration for the electricians agreeing to the above working in accordance with the arrangements set out in this clause the employees will be paid an annual wage set out in APPENDIX C.
- (g) Any lump sum payments for excess productivity gains payable to employees under clause 8.3 shall also apply to electrical employees.

## 14. TERMS OF ENGAGEMENT AND TERMINATION

Unless otherwise determined by agreement in accordance with Clause 6, Workplace Consultation, the following provisions shall apply:

### 14.1 Engagement

Subject to the following conditions the engagement of all employees under this Agreement shall be on the basis of either weekly employment (which includes part-time employees) or casual employment. Employees shall be notified prior to engagement under which category they are employed.

#### (a) Weekly Employees (Including Part-time Employees)

##### (i) Probationary Period of Employment

All new weekly employees (which includes part-time employees) shall be employed under a probationary period of three months commencing from the date engagement. During this period a new employee will be properly instructed on the tasks and requirements of the position to be filled. During the first 4 weeks of the probationary period employment shall be on a day to day basis and the employee's employment may be terminated by either the Company or the employee at the end of any day or shift without notice. For the remaining 9 weeks of the probationary period employment may be terminated by either side giving one weeks notice or by the forfeiture or payment of a weeks pay in lieu of notice, as the case may be.

(ii) A "part-time employee" shall mean an employee who is employed on a weekly basis to work regular days and regular hours, either of which are less than the number of days or hours worked by full-time weekly employees employed at a site, but such days shall not be less than 2 per week and such hours shall not be less than 16 per week.

(iii) The number of part-time employees that may be employed shall not exceed the proportion of one part-time employee to every four or portion of four full-time weekly employees.

(iv) A part-time employee shall be paid per hour one thirty-eight of the weekly rate prescribed for full-time employees for the classification in which he or she is employed.

(v) The spread of ordinary hours of part-time employees shall be the same as that applicable to full-time weekly employees in the section of the establishment in which they are employed. The number of ordinary hours worked by a part-time employee shall not on any day or in any week exceed the number of ordinary hours of weekly employees in the section in which the employee is employed without the payment of overtime.

(vi) Subject to this subclause, all of the provisions of this Agreement shall apply to a part-time employee.

#### (b) Casual Employees

A casual employee means an employee engaged and paid as such.

- (i) A casual employee shall be paid not less than 15% in addition to the relevant Weekly Base Rate specified by the Agreement for the class of employment applicable to the employee as provided for in APPENDIX A, Skill Classifications. However a casual employee working on the Seven Day Shift Roster – 12 Hour Shifts, in accordance with Clause 12, shall be paid the appropriate Multi Purpose Rate (as defined in Clause 12.14) plus the casual loading of 15%.
- (ii) Employment shall be terminated by one hour's notice on either side given at any time during the week or by payment or forfeiture of one hours' Weekly Base Rate of pay as the case may be.
- (iii) A casual employee shall be paid overtime for all time worked on any day or shift which is beyond the equivalent of the ordinary hours of work of full time employees.
- (iv) The casual loading shall not apply when the employee is being paid overtime, Sunday or Holiday penalty rates.
- (v) A casual employee shall be entitled to be paid both the casual loading and relevant shift allowance when working shiftwork, unless the employee is entitled to be paid overtime or other penalty rates.

## 14.2 Termination

### (a) Weekly Employees (Including Part-Time Employees)

#### (i) Notice of termination by Company

In order to terminate the employment of an employee the Company shall give to the employee the following notice:

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (ii) In addition to the notice in 14.2(a) (i) hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice prescribed in 14.2 (a) (i) and/or 14.2 (a) (ii) hereof shall be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- (iv) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employment not been terminated shall be used.

### (b) Notice of termination by employee

- (i) The notice of termination required to be given by an employee shall be the same as that required of the Company, save and except that there shall be no additional notice based on the age of the employee concerned.
- (ii) If an employee fails to give notice the Company shall have the right to withhold any moneys due to the employee up to a maximum amount equal to the ordinary time rate of pay for the period of notice not given.

## 15. HOURS

Subject to the provisions of Clause 12, Seven Day Shift Roster - 12 Hour Shifts and clause 13, Five Day Shifts and Rostered Callouts by Electrical Employees, and unless otherwise determined by agreement in accordance with Clause 6, Workplace Consultation, the following provisions shall apply:

### 15.1 Ordinary Hours of Work

- (a) Ordinary working hours shall not exceed an average of thirty-eight per week.
- (b) Ordinary hours of work will be subject to the definitions set out in clause 15.2 below.
- (c) The start and finish times for ordinary hours and the days upon which such ordinary hours may be worked can vary from section to section or vary between employees within any section of the business.
- (d) In the absence of agreement the ordinary working hours are not to exceed ten on any day.
- (e) Where agreement exists between the Company and an employee or between the Company and the majority of employees concerned, the ordinary hours of work can be worked at any time on any day of the week, Saturday and Sunday inclusive.
- (f) The working of "staggered starting times" by production employees is specifically agreed between the parties.

### 15.2 Definitions

- (a) "Day Work" means an arrangement of ordinary hours that does not form part of a rostered shift system. The ordinary hours for day work shall be at such times and on such days as agreed between the Company and an employee or between the Company and the majority of employees concerned or, in the absence of agreement, as determined by the Company between 6am and 6pm, Monday to Friday on the basis of either 38 hours in one week, 76 hours in two weeks, 114 hours in three weeks or 152 hours in four weeks.
- (b) "Day Shift" means a shift worked in accordance with the terms of paragraph (a) but which forms part of a rostered shift system.
- (c) "Afternoon Shift" means any shift finishing after 6.00pm and at or before midnight.
- (d) "Night Shift" means any shift finishing after midnight and at or before 8.00am.
- (e) "Rostered Shift" means a shift of which the employee concerned has had at least forty-eight hours notice.
- (f) "7 Day Shift Work" means work carried on with consecutive shifts of persons throughout the twenty-four hours of each day of the week without interruptions except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.

### 15.3 Payment for Ordinary Hours

- (a) An employee whilst on day work or day shift work shall be paid his/her Weekly Base Rate as prescribed by Clause 8 of this Agreement.
- (b) An employee whilst on afternoon and/or night shifts shall be paid the following shift allowances:
  - Afternoon Shifts - 15%
  - Night Shifts (rotating) - 15%
  - Night Shifts (non-rotating) - 30%

- (c) By agreement between the Company and the majority of employees concerned a system of averaging the shift allowances may be introduced.

#### **15.4 Rates for Ordinary Hours on Shifts on Saturdays, Sundays and Holidays**

- (a) In a system of non-continuous shift work where night shift in a week commences on Monday night and ends on Saturday morning the hours worked by that night shift between midnight on Friday night and the completion of that shift on Saturday shall be paid for at single time rates.
- (b) Subject to paragraph (a) an employee working ordinary hours on day work or a shift, the major portion of which is worked on a Saturday, shall be paid for such work at time and one half rates.

Ordinary hours on day work or on a shift, the major portion of which is worked on a Sunday, shall be paid for at double time of the Weekly Base Rate.

An ordinary shift the major portion of which is worked on a Holiday as part of continuous shift work shall be paid for at double time of the Weekly Base Rate.

These extra rates shall be in substitution for shift allowances as prescribed in clause 15.3 above.

The method of payment of these extra rates may be altered by mutual agreement of the parties.

#### **15.5 Day Worker Changing to Shift Work**

Except in a case arising from another employee's absence from work or as a consequence of a breakdown in machinery, a day worker who commences shift work at the instruction of the Company without seven days notice (or the reduced period of forty-eight hours notice where the transfer to shift work is necessitated by absenteeism) the employee shall be paid time and one half of the Weekly Base Rate for all ordinary time worked until such required notice would have expired. Such extra rate shall be in substitution for the shift allowance.

#### **15.6 Change of Shift Rosters**

Except in a case arising from another employee's absence from work or as a consequence of a breakdown in machinery, an employee placed on the shift roster shall not have his/her roster changed by the Company without 48 hours notice of such change or payment is made at time and one half of the Weekly Base Rate for ordinary time worked until such 48 hours notice would have expired. Such extra rate shall be in substitution for the shift allowance.

#### **15.7 Termination of Shift**

A shift worker shall be given 7 days notice of the cessation of shift work. If such notice is not given the appropriate shift allowances set out in clauses 15.3 and 15.4 hereof shall apply to ordinary time worked until such 7 days notice would have expired.

#### **15.8 Meal Break - Day Workers**

- (a) Day workers shall be allowed an unpaid meal break for a minimum of half an hour or such other period as may be agreed upon between the Company and an employee or between the Company and the majority of employees concerned. An employee shall not be required to work for more than five ordinary hours without a meal break unless otherwise agreed, provided that the time of taking a meal break for a particular day may be varied to meet the needs of the business. If a meal break is not given within six hours an employee shall be paid at time and one half rates until a meal break is allowed.

- (b) Where the ordinary hours of work are worked on the basis of four days of eight ordinary hours each and one day of six ordinary hours in a week, the six hour day may be worked without a meal break.

#### **15.9 Meal Break - Shift Workers**

- (a) In the working of non-continuous shift work half an hour shall be allowed for a paid meal break provided that an employee shall not be required to work for more than five ordinary hours without a meal break.

All work done during an employee's lunch break shall be paid for at double time rates of pay. For work performed thereafter until a lunch break is allowed time and one half rates shall be paid.

- (b) Where an employee is working in conjunction with a continuous process or where a shift roster provides for continuous shifts over 24 hours of the day, a 45 minute paid crib break shall be allowed to shift workers each shift which shall be counted as time worked. Such crib shall be taken at a time and in a method arranged between the Company and the employee or majority of employees concerned so as to meet the needs of the establishment. The employees shall also receive an additional half hours pay for each day so employed.

#### **15.10 Notice of Rostered Days/Shifts Off**

In cases where, by virtue of the arrangement of the ordinary hours of work, an employee is entitled to a rostered day/shift off during the work cycle, such employee shall be advised by the Company at least four weeks in advance of the day/shift to be taken off unless otherwise arranged between the Company and the employees concerned.

#### **15.11 Banking of Rostered Days/Shifts Off**

By agreement between the Company and an employee, or between the Company and the majority of employees concerned, rostered days/shifts off may be accumulated (banked) and shall be taken in a manner agreed upon between the Company and the employee.

#### **15.12 Rostered Days or Shifts Off Not to Coincide with Holidays**

- (a) In cases where, by virtue of the arrangement of the ordinary hours of work, an employee is entitled to a rostered day/shift off during the work cycle, the day/shift to be taken off shall not coincide with a holiday fixed in accordance with Clause 23.
- (b) Provided that, in the event that a public holiday is prescribed after an employee has been given notice of a rostered day/shift off in accordance with clause 15.10 of this clause and the holiday falls on such day/shift the Company shall allow the employee to take an alternative day/shift off in lieu.
- (c) An employee working continuous shift work who by the arrangement of ordinary hours of work is entitled to a rostered shift off which falls on a public holiday prescribed by Clause 23 shall at the discretion of the Company, be paid for that day one-fifth of the Weekly Base Rate of pay or have an additional day added to the annual leave entitlement. This provision shall not apply when the holiday on which the employee is rostered off falls on a Saturday or Sunday.

#### **15.13 Work on a Rostered Shift Off**

Unless a rostered shift off is substituted for another shift off in accordance with either clause 15.12 (b) or 15.14 work performed on the rostered shift off will be paid in accordance with Clause 16 of this Agreement.

### **15.14 Substitute Day or Shift**

The Company and an employee or the Company and the majority of employees concerned may by agreement substitute the day/shift an employee or the employees are to take off during a work cycle for another day/shift without the payment of penalty rates.

### **15.15 Daylight Saving**

Notwithstanding anything contained elsewhere in this Agreement, in any area where, by reason of the legislation of the State, summer time is prescribed as being in advance of the standard time of that State the length of any shift:

- (a)** Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period, or
- (b)** Commencing on or before the time prescribed by such legislation for the termination of a summer time period, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set at the time fixed pursuant to the relevant State legislation.

In this subclause the expression "standard time" and "summer time" shall bear the same meaning as prescribed by the relevant State legislation.

## **16. OVERTIME, SUNDAY AND HOLIDAY RATES**

Subject to the provisions of clause 12, Seven Day Shift Roster - 12 Hour Shifts and clause 13, Five Day Shifts and Rostered Callouts by Electrical Employees, and unless otherwise determined by agreement in accordance with Clause 6, Workplace Consultation, the following provisions shall apply:

### **16.1 Overtime**

All work done outside the ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first 2 hours and double time thereafter. Provided that in respect of overtime worked on a Saturday payment shall be made at the appropriate overtime rate as for a minimum of 4 hours worked, except in the case of a shift worker continuing in overtime after having finished his ordinary hours of work on a Saturday. In the computation of overtime each day or shift shall stand alone.

An employee shall not be paid overtime for work on any day until the employee has worked the equivalent of his ordinary hours for the day. This provision is intended to apply in circumstances where employees are late for work or are unlawfully absent during the day.

#### **(a) Call back**

Where, after having left the site an employee is recalled to work from home the employee shall be paid for at least 4 hours work at the appropriate rate, provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job he was recalled to perform and any other emergency work that has arisen since he/she was called back is completed within a shorter period. The minimum 4 hour payment provisions shall not apply where such recall occurs within two hours of the employee's normal commencement time. In such a case overtime rates shall apply until the normal commencement time and then single time at the Weekly Base Rate shall be payable.

#### **(b) Standing By**

An employee required by the Company to hold him/herself in readiness for call back to work shall be paid "stand by" time at single time at the Weekly Base Rate of pay from the time the employee is required to so hold him/herself in readiness until released by the Company from the requirement to "stand by". In cases where an employee on

“stand by” is then called back the minimum payment of 4 hours prescribed by paragraph (a) shall be reduced to 3 hours.

- (c) An employee (other than a casual employee) who works so much overtime between the termination of the ordinary hours of work on one day or shift and the commencement of the ordinary hours of work on the next day or shift that he/she has not had at least ten consecutive hours off duty at some stage between those times shall, subject to this sub-clause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary hours occurring during such absence. If on the instructions of the Company such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double time of the Weekly Base Rate until he is released from duty for such period, and he shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
- (d) The provisions of this sub-clause shall apply in the case of shift workers as if 8 hours were substituted for 10 hours when overtime is worked:
  - (i) For the purpose of changing shift rosters; or
  - (ii) Where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or
  - (iii) Where a shift is worked by arrangement between employees themselves.
- (e) Reasonable Overtime

The Company may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

## **16.2 Crib Times and Meal Allowances**

- (a) An employee required to work more than two hours overtime immediately before or immediately after his/her ordinary hours of work on any day or shift shall be entitled to a crib break or an additional payment for thirty minutes at the Weekly Base Rate, whichever is agreed on between the Company and the employee, upon completion of two hours overtime. An employee required to continue to work overtime shall be allowed a further crib break or payment, whichever is agreed, at the end of each further four hours of overtime worked, provided that an employee shall not be entitled to any particular crib break or payment unless the employee is required to continue to work overtime after the qualifying period.
- (b) An employee required to return to the site to work overtime shall be entitled to a crib break or payment of thirty minutes at the Weekly Base Rate, whichever is agreed, upon completion of each four hours overtime worked, provided an employee shall not be entitled to any particular crib break or payment unless the employee is required to continue to work overtime after the qualifying period.
- (c) The Company and an employee may agree to any variation of the above provisions to meet the circumstances of the work in hand which is not less favourable to the employee and which will not require the Company to pay in excess of thirty minutes at the Weekly Base Rate for the prescribed crib time.
- (d) Where overtime is involved Monday to Friday the employee shall be paid the meal allowance set out in subclause 10.6 for each crib

## **16.3 Sunday Work**

An employee required to work on a Sunday shall be paid at the rate of double time.

## **16.4 Holiday Work**

- (a)** Any employee required to work on any of the mentioned holidays in 23.1 shall be paid at the rate of double time and one-half.
- (b)** Payment of any 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 Company or is taken with the permission of the Company.

## **16.5 Time Off in Lieu of Overtime, Call Back, Sunday and Holiday Work**

Subject to the following provisions, time off in lieu of payment of overtime, call back, Sunday and holiday work may be taken by an employee. The amount of time off shall be calculated on the basis of the appropriate penalty rate. This alternative to the payment of penalty rates shall only apply by agreement between the Company and the employee concerned.

## **17. MIXED FUNCTIONS**

Subject to the provisions of this clause and clauses 11 and 12, an employee engaged for more than two hours of one day or shift on duties carrying a higher rate of wage than his ordinary classification shall be paid the higher rate for such day or shift. If so employed for two hours or less of one day or shift he shall be paid the higher rate for the time so worked.

This clause shall have no application during periods when an employee is undergoing a training program to upskill his/her level of competency.

## **18. PAYMENT OF WAGES**

Subject to the provisions of Clause 12, Seven Day Shift Roster - 12 Hour Shifts and clause 13, Five Day Shifts and Rostered Callouts by Electrical Employees, and unless otherwise determined by agreement in accordance with Clause 6, Workplace Consultation, the following provisions shall apply:

### **18.1 Electronic Funds Transfer**

All wages shall be paid weekly by Electronic Funds Transfer (EFT).

### **18.2 Absences from duty**

- (a)** An employee who works an average of 38 ordinary hours each week and is absent from duty (other than for public holidays, paid sick leave, bereavement leave or jury service leave) shall, for each day he/she is so absent, lose average pay for that day calculated by dividing the average weekly wage rate by 5.
- (b)** When an employee is absent from duty for a whole day (other than for public holidays, paid sick leave, bereavement leave or jury service leave) the employee will not accrue a 'credit' because the employee would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which he/she would otherwise have been paid. Consequently, during the week of the work cycle in which the employee is to work less than 38 ordinary hours the employee will not be entitled to average pay for that week. In that week, the average pay will be reduced by the amount of the 'credit' the employee does not accrue for each whole day during the work cycle the employee is absent.

The amount by which an employee's average weekly pay will be reduced when the employee is absent from duty (other than on public holidays, paid sick leave, bereavement leave or jury service) is to be calculated as follows:

Total of 'credits' not accrued during cycle x average weekly pay



### **18.3 Termination of Employment**

Upon termination of employment wages due to an employee shall be paid either at the end of the final day or shift or forwarded by post on the next working day or be transferred to the employees account by E.F.T. at the same time as weekly wages would usually be transferred.

In the case of an employee who is paid average pay and who has not taken a rostered day off due to him/her during the work cycle in which the employment is terminated, the wages due to that employee shall include the total of credits accrued during the work cycle. Where the employee has taken a day off during the work cycle in which the employment is terminated, the wages due to that employee shall be reduced by the total of credits which have not accrued during the work cycle.

## **19. ANNUAL LEAVE**

### **19.1 Employees Other Than Seven Day Shift Workers**

See Annual Holidays Act, 1944.

### **19.2 Seven Day Shift Workers**

See Clause 12

## **20. ANNUAL LEAVE LOADING**

Subject to the provisions of Clause 12, Seven Day Shift Roster - 12 Hour Shifts and Clause 13, Five Day Shifts and Rostered Callouts by Electrical Employees, during a period of annual leave an employee shall receive a 17.5% Annual Leave Loading calculated on the Weekly Base Rate.

## **21. SICK LEAVE**

Subject to the provisions of clause 12, Seven Day Shift Roster - 12 Hour Shifts and Clause 13, Five Day Shifts and Rostered Callouts by Electrical Employees, and unless otherwise determined by agreement in accordance with Clause 6, Workplace Consultation, the following provisions shall apply.

### **21.1 Eligibility for Paid Sick Leave**

A weekly employee, having had at least three months' service with the Company, shall be entitled to paid sick leave when absent from duty as a result of personal illness or accident (other than an accident for which the employee is entitled to workers' compensation) subject to the following conditions:-

(a) Provided that any such sick leave taken during the first three months from the date of commencement of employment will not be paid until that period of employment is completed.

#### **(b) Notice of Absence**

An employee shall inform the Company of his or her inability to attend for duty due to personal illness or accident not later than one hour prior to the commencement of the ordinary hours of the first day or shift of the absence. Provided that where an employee gives the Company a satisfactory explanation for late notification, the employee may notify the Company during the first day or shift of the absence, but not later.

#### **(c) Proof of Reason for Absence**

An employee shall produce a medical certificate that his or her non-attendance was due to personal ill health or injury necessitating such absence.

This requirement does not apply to the first two single day absences in each year.

### **21.2 Sick Leave Year**

The sick leave year of an employee is the 12 month period commencing on the anniversary date of the employees employment each year.

### **21.3 Amount of Sick Leave**

An employee shall be entitled to 38 hours (1 week) sick leave during the first sick leave year and to 76 hours sick leave from the commencement of each subsequent sick leave year.

### **21.4 Accumulation of Untaken Sick Leave**

Subject to the provisions of clause 19.5,

- (a) An employee who has not taken any part of his or her entitlement to sick leave in a year shall be entitled to accumulate the untaken portion from year to year.
- (b) Sick leave may not be accumulated in excess of 114 hours sick leave as measured at the end of the employee's Sick Leave Year.

### **21.5 Payment in Lieu of Accumulation**

- (a) Where as a result of the operation of sub-clause 21.4(b) an employee no longer accumulates sick leave, the employee shall be paid an amount equivalent to the untaken portion of the sick leave entitlement for that year.
- (b) Payment shall be made in the first week in December of each year.
- (c) An employee shall not, under any circumstances, be entitled to payment under this subclause to an amount in excess of 76 hours pay in any one year.
- (d) Sick leave paid out in accordance with this subclause shall not accumulate under clause 21.4.

### **21.6 Bonus on Termination for Good Attendance**

An employee with more than 12 months service shall be entitled to payment for good attendance. This payment shall not exceed 65% of untaken sick leave at the time of termination of employment.

Provided that an employee whose employment is terminated on the grounds of malingering, inefficiency, neglect of duty, or misconduct shall not receive payment for any untaken sick leave on termination.

## **21.A PERSONAL/CARER'S LEAVE**

### **USE OF SICK LEAVE -**

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for in either subclause 12.6 Sick Leave, of Clause 12, Seven Day Shift Roster – 12 Hour Shifts, or Clause 21, Sick Leave, 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.
- (b) The employee shall establish, by production of a medical certificate, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take Carer's Leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (i) the employee being responsible for the care of the person concerned; and

- (ii) the person concerned being:
  - a. a spouse or a de facto spouse of the employee; or
  - b. 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) An employee shall, wherever practicable, give the company notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's 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 company by telephone of such absence at the first opportunity on the day of absence.

## **22. BEREAVEMENT LEAVE**

This clause shall have no operation where an entitlement to bereavement leave coincides with any other period of paid absence.

### **22.1 Death within Australia**

A weekly employee shall on the death within Australia of a wife, husband, father, mother, brother, sister, child or step-child be entitled on notice to leave up to and including the day of the funeral/service of such relative, and such leave shall be without the deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days work. A weekly employee shall on the death within Australia of an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandmother or grandfather, be entitled to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in one ordinary day's work.

Evidence of such death shall be furnished by the employee to the satisfaction of the employer.

For the purpose of this clause "wife" and "husband" shall not include the wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de facto wife or husband.

### **22.2 Death outside Australia - Funeral/service overseas**

The provisions of clause 22.1 shall apply upon the death outside Australia of any of the nominated relatives upon the production of satisfactory evidence of the death and evidence of the employee's travel outside of Australia to attend the deceased's funeral/service.

### **22.3 Death outside Australia – Funeral/service locally**

Where any of the relatives nominated in clause 22.1 dies outside Australia and a weekly employee does not travel outside Australia to attend the funeral/service, such employee shall be entitled to leave not exceeding the number of hours worked by him on one ordinary day's work for the purpose of attending a local service for the deceased. Evidence of the death and evidence of attendance at the service shall be furnished by the employee to the satisfaction of the employer.

## **23. PUBLIC HOLIDAYS**

**23.1** An employee shall be entitled to public holidays on the following days:

- New Year's Day
- Good Friday
- Easter Saturday
- Easter Monday
- Christmas Day
- Boxing Day

Australia Day  
Anzac Day  
Queen's Birthday  
Eight Hours' Day or Labour Day; plus  
Penford Picnic Day (which will be observed on the last Monday in October).

Where an additional public holiday is declared or prescribed to apply throughout the state on a day other than those referred to above then that day shall constitute an additional public holiday.

### **23.2 Substitution of public holidays by agreement**

- (a) The Company and the employees may agree to substitute another day for any of the holidays prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement
- (b) The Company and an individual employee may agree to the employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday.
- (c) Agreement to substitute a day should be recorded in writing

### **23.3 Duration of and payment for public holidays**

- (a) Each public holiday shall be of 24 hours duration and shall commence on the day of the public holiday at 7.00 a.m. or whatever is the normal time of starting the day shift at the mill and shall end at the same time on the following day. Time worked between midnight and such normal starting time on the day of the public holiday shall not be paid at holiday penalty rates.
- (b) Where night shift workers commence the first night shift of the week on Sunday nights each such public holiday during any such week shall be of 24 hours and shall commence at the beginning of the night shift prior to the public holiday and shall end at the same time on the following day.
- (c) A shift worker shall be entitled to payment of his or her shift allowance in accordance with the shift roster when he or she is entitled to a paid public holiday off.

### **23.4 Absences before or after a public holiday**

Where an employee is absent from employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such public holiday.

### **23.5 Termination immediately before a public holiday**

In the case of an employee who, through no fault of the employee, is discharged within two weeks before any holiday or holidays and re-engaged within one week after such public holiday or holidays, or is discharged within one week before any public holiday or holidays and re-engaged within two weeks after such public holiday or holidays, such employee shall be entitled to payment for such public holiday or holidays.

## **24. JURY SERVICE**

An employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage prescribed by Clause 6 of this Agreement which the employee would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

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

## **25. REDUNDANCY**

The introduction of new technology through capital expenditure has been identified by the parties as necessary to ensure the competitiveness of the business.

At the same time it is important to improve the efficiency and productivity of the business by way of changes to work practices and arrangements.

The abovementioned changes may make it necessary for the company to reduce its workforce through redundancy and the employee parties acknowledge the company's right to do so where circumstances justify such action.

In circumstances where it is necessary to make employees redundant the following provisions shall apply.

### **25.1 Redundancy Payments**

A weekly employee employed by the Company for more than twelve months whose employment is terminated by the Company and who is made redundant for any reason shall receive at the time of his or her termination payments calculated in accordance with the following:

**(a)** Severance Payment

4 weeks at the rate prescribed in clause 25.1(d) below.

**(b)** Redundancy Payment

Employees shall receive 4 weeks redundancy payment for each completed year of service at the rate prescribed in clause 25.1(d) below.

**(c)** Maximum Payment

The maximum payment to be made to an employee as a consequence of the prescribed severance payment and redundancy payment shall be 75 weeks.

**(d)** Rate for Calculations of Redundancy Payments

**(i)** Employees working the seven day continuous running 12 hour shift roster shall have their redundancy payments calculated based on the "Multi Purpose Rate" set out in Clause 12.14.

**(ii)** Employees who do not work the seven day continuous running 12 hour shift roster shall have their redundancy payments calculated based on their Weekly Base Rate of pay.

### **25.2 Other Benefits**

**(a)** Pro-rata long service leave payments shall be made to a weekly employee with 5 or more completed years of service with the Company.

**(b)** The 17.5% Annual Leave Loading shall be paid in relation to any unused period of annual leave due and in relation to pro-rata leave payments.

**(c)** A redundant employee shall receive a written statement of service and a written employment reference.

**(d)** The Company will make available to each redundant employee out placement advice/counselling.

### **25.3 Conditions of Agreement**

The operation of this clause is subject to the following conditions being observed:

- (a)** It is agreed between the parties that the severance payment and scale of redundancy payments prescribed by this clause are in complete substitution for the provisions prescribed by any relevant Award or right under and relevant statute in relation to periods of notice of termination (or payment in lieu of such notice periods), severance payments and/or redundancy payments.
- (b)** The calculation of all other conditions of employment will be made in accordance with the terms of this Agreement.
- (c)** The parties recognise that casual employees do not have an entitlement to benefits prescribed by this clause.

### **25.4 Selection Criteria**

The Company will identify the positions that are no longer required and, subject to the following, the employee holding that position will become redundant.

A substitute employee may be selected for redundancy by the Company if the employee holding the redundant position indicates a preference to continue in employment and if another employee employed either at the same or a lower level of skill indicates a desire to leave his or her employment. If selected the volunteer will be made redundant and the position held by the substitute employee will be filled by the employee who was to be made redundant in the first instance.

At all times the Company will select employees to be made redundant on the basis of its need to retain the most skilled employees so as to maintain and enhance the Company's productivity, efficiency and profitability.

## **26. DISCIPLINARY PROCEDURE**

The following Disciplinary Procedure shall apply to employees covered by the Agreement.

### **26.1 Disciplinary Procedure Relating to Poor Work Performance or Unsatisfactory Conduct**

Without limiting the scope of application of this procedure "poor work performance or unsatisfactory conduct" could include the following:-

- Unacceptable work quality
- Unsafe work practices
- Wilfully failing to abide by reasonable and lawful directions
- Excessive absenteeism

Where it is alleged an employee's work performance or conduct is of a poor or unsatisfactory standard the following procedure may be adopted:-

### **26.2 Interview Process**

An interview of the employee should be conducted by the Company's representative. It is appropriate for another member of management to be present as well as the site union delegate (if the employee is a member of a union) or other nominated or responsible employee from the site acceptable to the employee being disciplined.

At the time of the interview the employee should be informed of the nature of the problem and be given the opportunity to explain his or her actions.

The company would then consider the employee's response.

If the employee's explanation is a reasonable one the matter would conclude.

If, however, the employee's explanation is not reasonable and the problem is not work related, efforts should be made to provide appropriate professional counselling or other outside assistance, where available.

If the employee's explanation is not reasonable and the problem is work related, the employee will be disciplined in accordance with Clause 26.3 below.

At the same time a record of the disciplinary interview will be made which includes information such as:

- The nature of alleged poor work performance or unsatisfactory conduct and the specific details.
- The date/s of alleged poor work performance or unsatisfactory conduct.
- The date and time of the interview.
- The employee's response to the allegations
- The subsequent disciplinary action (if any) to be taken by the Company following the interview.
- Signature of the parties present at the interview.

A copy of this record should be supplied to the employee concerned and the original placed on the employee's personal file.

At the conclusion of the interview a date should be set for the parties to again meet and review the employee's progress in addressing or correcting the issues that are the subject of a disciplinary warning.

### **26.3 Discipline- Formal Written Warnings**

Following the disciplinary interview and where the Company has found that an employee's work performance or conduct is unacceptable, the employee will be issued with a formal written disciplinary warning.

The warning will include the following:-

- details of the unacceptable conduct or unsatisfactory work performance
- a statement of the consequences of any repeat of such unacceptable conduct or continued poor work performance, in particular, that it will lead to further disciplinary action and the possibility of termination by the Company following a further formal written warning.
- Signatures of the persons present. An employee's refusal to sign a warning does not affect its validity.

A copy of the warning should be provided to the employee and the original placed on the employee's personnel file.

Where a written warning is given, a date should be set for the parties to again meet and review the employee's progress in addressing or correcting the issues that are the subject of the further disciplinary warnings.

### **26.4 Subsequent Disciplinary Action- Final Written Warning**

If the warning resulting from the initial disciplinary interview is unsuccessful or if there is further unacceptable conduct a further disciplinary interview, similarly constituted to the first, should then take place.

At that time management would produce evidence of the continued or further poor work performance or unsatisfactory conduct and the employee shall be given the opportunity to explain.

If the employee's explanation is a reasonable one, the matter will conclude.

If the employee's explanation is a reasonable employee's explanation is deemed unsatisfactory management shall take further disciplinary action. This would usually be in the form of a further written warning.

However, in some less serious situations appropriate disciplinary measures may include:-

- Relocation in the workplace;
- Restriction of Privileges;
- Admonishments recorded on the employee's personal file

These forms of disciplinary measures may be either permanent or of a temporary nature, in which case previous entitlements may then be restored provided the employee's work performance or conduct has improved in the intervening period.

A further written warning would be a final warning and would be prepared in accordance with 26.3 above. It will include a statement detailing the consequences of any repeat of such unacceptable conduct or continued poor work performance and, in particular, that it will lead to the employee's dismissal.

A date should also be set for the parties to again meet and review the employee's progress in addressing or correcting the issues that are the subject of the further disciplinary warning.

#### **26.5 Dismissal Following Final Written Warning**

Where an employee's conduct or performance does not improve following a final warning, the employee shall be dismissed.

If an employee is to be dismissed, a meeting will be held to inform the employee that they are to be dismissed. The meeting will be similarly constituted to the earlier disciplinary interviews.

At the meeting the Company will inform the employee of the allegations or deficiencies in the employee's work performance and again give the employee an opportunity to respond.

The Company will consider the employee's reasons as to why the employee should not be dismissed.

In the absence of an acceptable explanation, the Company will advise the employee of their dismissal and will subsequently confirm the dismissal in writing.

#### **26.6 Written Warnings More Than 12 Months Old**

A formal written warning issued more than 12 months before an event will not form part of the warning system that is used to justify the dismissal of an employee. Such a warning will still remain a part of the employment history with the company.

#### **26.7 Instant Dismissal**

The above procedures dealing with poor work performance or unsatisfactory conduct and are not intended to interfere with the operation of Clause 14.2 © of the Agreement which recognises the right of the company to dismiss any employee without notice for serious and wilful misconduct that justifies instant dismissal.

In such circumstances the following procedure should be followed:

- An investigation should be conducted to establish the facts.
- An interview of the employee should be conducted by the Company. It would be appropriate that at least two members of management be present.
- It is appropriate for a nominated or responsible employee acceptable to the employee being disciplined to also be present.
- At the time of the interview the employee should be informed of the alleged misconduct and be given the opportunity to explain his/her actions.
- If no satisfactory explanation is provided by the employee, the employee shall be dismissed.
- The employee should be notified in writing of the dismissal and the reasons for the same.

### **27. DISPUTES PROCEDURE**

The aim of this procedure is to ensure that during the life of the Agreement, industrial grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.

When a dispute or grievance arises, the following steps are to be followed:

**Step 1** In the event that either the Company or an employee or a group of employees has a grievance then there should be an attempt to resolve the grievance by the employee(s) and a Company representative conferring on the issue. If the matter remains unresolved follow Step 2.



- Step 2** The matter is discussed between the employee(s) (and the Union delegate if requested by either party) and a Company representative. If the matter remains unresolved - follow Step 3.
- Step 3** The matter is discussed between the employee(s), the Union delegate (or another person nominated by the employee where the employee is not a member of the Union), the Company representative and the Site Manager. If the matter remains unresolved - follow Step 4.
- Step 4** The matter is referred to an Enterprise Consultative Committee meeting to see if it can assist in resolving the grievance or issue in dispute. If the matter remains unresolved - follow Step 5.
- Step 5** The union delegate shall advise the appropriate local official of the Union of the matter in issue (if the employee is not a union member - follow step 6). A conference on the matter will then be arranged between the Union and the Company representatives. If the matter remains unresolved – move to Step 7 while observing Step 6.
- Step 6** The matter in dispute may be referred to the Industrial Relations Commission of NSW to conciliate in relation to the issue. If the issue is not resolved by conciliation, the Industrial Relations Commission of NSW shall deal with the issue by arbitration and its decision, subject to any rights of appeal that may exist under the Act, shall be final and shall be accepted by the parties.

In order to allow for a peaceful resolution of grievances, the parties agree that work shall continue as normal while this disputes procedure is being followed. Where a bona fide safety issue is involved, the employer and the appropriate safety authority must be notified concurrently or at least a bona fide attempt made to so notify that authority.

During discussions the status quo shall remain and work shall proceed normally. Status quo shall mean the situation existing immediately prior to the dispute or matter giving rise to the dispute.

The Company shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established and practice at the workplace.

Notwithstanding anything set out above an employee may personally process an individual grievance in accordance with these procedures and, if the employee desires have a union representative present.

## **28. SITE AMENITIES**

Amenities made available to the employees by the Company immediately prior to the commencement of the Agreement shall continue to be provided and/or maintained unless otherwise agreed to by the parties in accordance with Clause 6, Workplace Consultation.

## **29. TRANSMISSION OF BUSINESS-PROTECTION OF EMPLOYEE ENTITLEMENTS**

The provisions of Part 8, *Protection of Entitlements on Transfer of Business*, of Chapter 2, Employment, of the **Industrial Relations Act 1996** shall apply to any transfer of business by the company.

## **30. UNION DELEGATES LEAVE**

The Union shall be entitled to request leave for elected site union delegates to attend trade union delegates training courses. Such leave would be granted as time off without loss of ordinary pay. The purpose of the leave is for the site's union delegate/s to be properly trained to fulfil their roles in a responsible and effective manner. The Company's obligation to grant any period of leave is conditional upon the following:-

- 30.1 A reasonable period of written notice shall be given by the State Secretary of the Union to the Company. The period of notice shall be not less than 7 calendar days.
- 30.2 The Union's written notice shall advise the Company of both the intended commencement date of the proposed leave as well as the intended duration of the absence.
- 30.3 The Company is not obliged to release an employee if the absence would unduly interfere with the operation of the business.
- 30.4 Only one union delegate will be absent from duty to attend for such training at any one time.
- 30.5 The maximum amount of union delegates leave that can be claimed at the site is a total of ten days each year provided:
  - (a) The ten days fall within any 12 month period (not a calendar year);
  - (b) No addition to the maximum of 10 days leave can be claimed by another employee/s, should those other employee/s be elected as the site union delegate within the same 12 month period.
- 30.6 If the above conditions are satisfied the Company will not unreasonably withhold consent to the Unions request for such leave to be granted.

**31 NO EXTRA CLAIMS**

The parties undertake not to pursue any extra claims in wages or conditions, either award or overaward, for the duration of the Agreement.

**32. ENDORSEMENT OF AGREEMENT**

The signatories below accept the terms of the Agreement on behalf of their organisations and endorse its terms and in doing so declare that the Agreement is not entered into under duress by any party to it:

Signed on the \_\_\_\_\_ day of \_\_\_\_\_ 2006,

- 1. For and on behalf of PENFORD AUSTRALIA LIMITED:

.....

Neil Rogers

Penford Australia Limited

- 2. For and on behalf of the NATIONAL UNION OF WORKERS:

.....

Derrick Belan  
Secretary - NSW Branch

- 3. For and on behalf of the AUSTRALIAN WORKERS UNION:

.....

Russ Collison  
State Secretary

4. For and on behalf of the AUSTRALIAN MANUFACTURING WORKERS UNION

.....

Paul Bastian  
Secretary- NSW Branch

**APPENDIX A**

**SKILL CLASSIFICATIONS**

**1. CLASSIFICATION FLEXIBILITY**

**1.1 Agreed Principles**

- (a) Employees in the above classifications are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- (b) Subject to the requirements of the business, employees are to undertake training for the above mentioned wider range of duties and for access to higher classifications.
- (c) The parties will not create barriers to advancement of employees within the classification structure or through access to training.
- (d) The parties accept the new classification structure in which classification descriptions are more broadly based and generic in nature.
- (e) The parties will co-operate in the transition from the old classification structure to the new structure in an orderly manner without creating false expectations or disputation.
- (f) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote deskilling.
- (g) The Company may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

**1.2 Upskilling of P4 Employees to P5**

- (a) In consultation with the Enterprise Consultative Committee the individual Teams are to formulate and maintain a skills matrix. The skills matrix shall determine the skills required to be held across the Team and thereby set the training needs for the individuals of the Team.
- (b) With the Teams based workplace a method of cross training and upskilling shall be adopted. The purpose of this methodology is to raise the skills of the P4 Production employees to achieve the P5 classification. The skills obtained by a P4 Production employee are to be grouped as per the table set out below in order to achieve an appropriate mix of P4 and P5 skills so as to enhance the broad skills held across the Team. The acquisition of skills must be in accordance with the needs of the individual Team as determined by the skills matrix of each Team.

P4 Skill Sets verified by assessment		P5 Skill Sets verified by assessment	Pay Classification
<b>Two of the following</b> 2.4 Evaporation either 2.5 a) Wet Mill or b) Co-Products/Bio Filter 2.6 Corn Handling 2.7 Roll Drying	<b>P I u s</b>	<b>One of the following</b> 2.8 a) Starch Treating b) Starch Washing or c) Starch Drying	4.5
<b>Two of the following</b> 2.4 Evaporation either 2.5 a) Wet Mill or b) Co-Products/Bio-Filter 2.6 Corn Handling 2.7 Roll Drying	<b>P I u s</b>	<b>All of the following</b> 2.8 a) Starch Treating b) Starch Washing c) Starch Drying	5
<b>All five of the following</b> 2.4 Evaporation 2.5 a) Wet Mill b) Co-Products/Bio-Filter 2.6 Corn Handling 2.7 Roll Drying	<b>P I u s</b>	<b>Nil</b>	5
<b>Three of the following</b> 2.4 Evaporation 2.5 a) Wet Mill b) Co-Products/Bio-Filter 2.6 Corn Handling 2.7 Roll Drying	<b>P I u s</b>	<b>Nil</b>	4.5

The Skill Sets to be used for this purpose are as follows:

2.4 Level P4 Production - Evaporation.

Primary skills being Evaporators, Boiler Certificate and Effluent Plant.

2.5 Level P4 Production - Wet Milling.

Primary skills being a) Wet Mill.

b) Co-Products/Bio-filter.

2.6 Level P4 Production - Corn Handling.

Primary skills being Corn Intake/cleaning, Weighbridge Operation/Mfg-Pro.

2.7 Level P4 Production - Roll Drying.

Primary skills being Roll Dryer Operation

2.8 Level P5 Production - Starch Modification.

Primary skills being a) Starch Treating.

b) Starch Washing.

c) Starch Drying.

- (c) An assessment process is to be developed by the parties in order to ensure that the competencies associated with the additional skills are achieved and able to be verified by demonstration. This process is to be a co-operative effort between the individual task experts and the Teams Support Co-ordinator.
- (d) An individual employee who achieves the necessary competencies and is assessed as competent shall be paid at the classification level set out in the above table
- (e) All employees are to undergo competency assessment against their existing classification levels during the life of this Agreement. The purpose of this is to put in place documented evidence of each employees training level and skills competency.
- (f) It is a commitment of the employees in teams that all production employees who do not hold the relevant levels of competency and skill for existing classification at the commencement of this Agreement shall acquire the necessary additional skills so that they can be assessed as competent for their classification. The teams accept that this

commitment shall be satisfied before the end of this Agreement if the issue of the relegation of these employees to an appropriate lower classification is to be avoided during the negotiation of the next Agreement.

## **APPENDIX B- REQUIREMENTS & DEFINITIONS**

### **1. PRODUCTION EMPLOYEES**

#### **2.1 Entry Level P1 Production**

**(a) Definition**

An adult employee recruited into the Company at P1 level shall remain at this classification for a three month induction period. During this time the employee shall satisfactorily complete the required job training to qualify for advancement to the next level in the career path.

At the conclusion of the induction period, an assessment will be made of the employee's progress to determine if the employee's employment is to be continued.

**(b) Requirements**

(i) Basic numeracy and literacy skills for workplace communication.

(ii) Typical tasks will include:

- Starch Packing
- Batch Coding
- Housekeeping

**(c) Responsibilities**

(i) Works under direct supervision and/or in a team environment.

(ii) Responsible for the quality of his or her own work subject to routine supervision.

(iii) Applies safe work practices.

#### **2.2 Level P2 Production**

**(a) Definition**

An employee that has successfully completed the induction program and assessment process.

**(b) Requirements**

(i) Completed training in manual handling and chemical awareness.

(ii) Competent in the following procedures and will apply these competencies whenever necessary in order to perform the work required of the team:

- Batch Coding
- Product Coding
- Starch Packing
- Product Sampling
- Product Change
- Starch Packing Documentation
- Blends

- Blends Documentation

**(c) Responsibilities**

- (i) Works under direct supervision and/or in a team environment.
- (ii) Responsible for the quality of his or her own work subject to routine supervision.
- (iii) Applies safe operating procedures including safe work practice.
- (iv) Understands and undertakes basic quality procedures, including the ability to recognise basic quality faults.

**2.3 Level P3 Production**

**(a) Definition**

An employee who has successfully completed the training and assessment process as listed in subclause (b)(iii) below.

**(b) Requirements**

- (i) Qualified as P2.
- (ii) Trained and licensed in the use of a forklift.
- (iii) Competent in the following procedures and will apply these competencies whenever necessary in order to perform the work required of the team:
  - Batch Coding
  - Product Coding
  - Starch Packing
  - Product Change
  - Starch Packing Documentation
  - Blends
  - Blends Documentation

**(c) Responsibilities**

- (i) Works under limited supervision.
- (ii) Supervises the work of other employees.
- (iii) Responsible for training new employees where required.
- (iv) Responsible for the quality of his or her work and product.
- (v) Responsible for the quality of work and product of personnel under his or her direct supervision.
- (vi) Applies safe operating procedures including safe work practice.

**2.4 Level P4 Production – Evaporation**

**(a) Definitions**

- (i) Qualified as a P3.
- (ii) Successfully completed training and assessment process of competencies listed in subclause (b)(iii) below.

**(b) Requirements**

- (i) Qualified as a P3.
- (ii) Intermediate Boiler Certificate.
- (iii) Competent in the following procedures and will apply these competencies whenever necessary in order to perform the work required of the team:
  - Evaporation
  - Evaporation Documentation
  - Corn Steep Liquor Outloading
  - Steeping
  - Steeping Tests
  - Steeping Documentation
  - Corn Receival
  - Corn Receival Tests
  - Corn Receival Documentation
  - Corn Storage
  - Corn Cleaning
  - Weighbridge
  - Weighbridge Documentation
  - MFG-Pro
  - Effluent System
  - Effluent System Tests
  - Effluent System Documentation

**(c) Responsibilities**

- (i) Works under limited supervision
- (ii) Supervises the work of other employees.
- (iii) Responsible for training new employees where required.
- (iv) Responsible for the quality of his or her work and product.
- (v) Responsible for the quality of work and product of personnel under his or her direct supervision.
- (vi) Apply safe operating procedures including safe work practice.

**Level P4 Production - Wet Milling**

**(a) Definitions**

- (i) Qualified as a P3.
- (ii) Successfully completed training and assessment process of competencies listed in subclause (b)(ii) below.

**(b) Requirements**

- (i) Qualified as a P3.
- (ii) Competent in the following procedures and will apply these competencies whenever necessary in order to perform the work required of the team:
  - Wet Milling
  - Wet Milling Tests

- Wet Milling Documentation
- Steeping
- Steeping Tests
- Steeping Documentation
- Biofilter
- Biofilter Tests
- Biofilter Documentation
- Weighbridge
- Weighbridge Documentation
- Co-product Drying
- Co-product Tests
- Co-product Bulk Outloading
- Co-product Documentation
- Co-products defined as Feed, Gluten, Fine Gluten Meal and Germ

**(c) Responsibilities**

- (i) Works under limited supervision
- (ii) Supervises the work of other employees.
- (iii) Responsible for training new employees where required.
- (iv) Responsible for the quality of his or her work and product.
- (v) Responsible for the quality of work and product of personnel under his or her direct supervision.
- (vi) Apply safe operating procedures including safe work practice.

**Level P4 Production - Corn Handling**

**(a) Definitions**

- (i) Qualified as a P3.
- (ii) Successfully completed training and assessment process of competencies listed in subclause (b)(ii) below.

**(b) Requirements**

- (i) Qualified as a P3.
- (ii) Competent in the following procedures and will apply these competencies whenever necessary in order to perform the work required of the team:
  - Corn Receiving
  - Corn Receiving Tests
  - Corn Receiving Documentation
  - Corn Storage
  - Corn Cleaning
  - Corn Cleaning Documentation
  - Germ Handling
  - Germ Storage
  - Weighbridge
  - Weighbridge Documentation
  - MFG-Pro



**(c) Responsibilities**

- (i) Works under limited supervision
- (ii) Supervises the work of other employees.
- (iii) Responsible for training new employees where required.
- (iv) Responsible for the quality of his or her work and product.
- (v) Responsible for the quality of work and product of personnel under his or her direct supervision.
- (vi) Apply safe operating procedures including safe work practice.

**2.7 Level P4 Production - Roll Drying**

**(a) Definitions**

- (i) Qualified as a P3.
- (ii) Successfully completed training and assessment process of competencies listed in subclause (b)(ii) below.

**(b) Requirements**

- (i) Qualified as a P3.
- (ii) Competent in the following procedures and will apply these competencies whenever necessary in order to perform the work required of the team:
  - Slurry Preparation
  - Slurry Preparation Documentation
  - Drum Dryer Operation
  - Drum Dryer Operation Documentation
  - Conveying and Milling System
  - Quality Control Testing
  - Quality Control Documentation

**(c) Responsibilities**

- (i) Works under limited supervision
- (ii) Supervises the work of other employees.
- (iii) Decision making responsibility within policies and plans.
- (iv) Responsible for training new employees where required.
- (v) Responsible for the quality of his or her work and product.
- (vi) Responsible for the quality of work and product of personnel under his or her direct supervision.
- (vii) Apply safe operating procedures including safe work practice.

## **2.8 Level P5 Production**

*This Level is presently unoccupied.*

## **2.9 Level P6 Production - Starch Modification**

### **(a) Definition**

- (i) Qualified as a P4 - Production.
- (ii) Successfully completed training and assessment process of competencies listed in subclause (b)(ii) below.

### **(b) Requirements**

- (i) Qualified as P4 Production.
- (ii) Competent in the following procedures and will apply these competencies whenever necessary in order to perform the work required of the team:
  - Starch Treating
  - Starch Treating Test
  - Starch Treating Documentation
  - Starch Washing
  - Starch Washing Tests
  - Starch Washing Documentation
  - Starch Drying
  - Starch Drying Tests
  - Starch Drying Documentation
  - Quality Control Testing Procedures
  - Quality Control Documentation
  - Weighbridge
  - Weighbridge Documentation

### **(c) Responsibilities**

- Works under minimal supervision.
- Supervises the work of other employees.
- Decision making responsibility within policies and plans.
- Responsible for training new employees where required.
- Responsible for the quality of his or her work and product.
- Responsible for the quality of work and product of personnel under his or her direct supervision.
- Apply safe operating procedures including safe work practice.

## **2.10 Level P6 Production - Utility Operator**

### **(a) Definition**

- (i) Qualified as a P4 - Production.
- (ii) Successfully completed training and assessment process of competencies listed in subclause (b)(iv) below.

### **(b) Requirements**

- (i) Qualified as P4 Production.
- (ii) First Aid Certificate.
- (iii) Intermediate Boiler Certificate.

- (iv) Competent in all production procedures and will apply these competencies whenever necessary in order to perform the work required of the team.

**(c) Responsibilities**

- Works under minimal supervision.
- Supervises the work of other employees.
- Decision making responsibility within policies and plans.
- Responsible for training new employees where required.
- Responsible for the quality of his or her work and product.
- Responsible for the quality of work and product of personnel under his or her direct supervision.
- Apply safe operating procedures including safe work practice.
- Acts as senior person on site in the absence of other management.

**2.11 Entry Level P1 Distribution**

**(a) Definition**

An adult employee recruited into the Company at P1 level shall remain at this classification for a three month induction period. During this time the employee shall satisfactorily complete the required job training to qualify for advancement to the next level in the career path.

At the conclusion of the induction period, an assessment will be made of the employee's progress to determine if the employee's employment is to be continued.

**(b) Requirements**

- (i) Basic numeracy and literacy skills for workplace communication.
- (ii) Forklift Drivers Licence.
- (iii) Typical tasks will include:

- Loading and Unloading of palletised product
- Shrink Wrapping of Product
- Pallet Control

**(c) Responsibilities**

- Works under direct supervision and/or in a team environment.
- Responsible for the quality of his or her own work subject to routine supervision.
- Applies safe work practices.

**2.12 Level P3 Distribution**

**(a) Definition**

- (i) An employee who has successfully completed the induction program and assessment process.
- (ii) Competent in the procedures listed in subclause (b)(ii) below.

**(b) Requirements**

- (i) Completed training in manual handling and chemical awareness.
- (ii) Competent in the following procedures and will apply these competencies whenever necessary in order to perform the work required of the team:

- Stock Control
- Shrink Wrapping of product
- Stock Control Documentation
- Liaison with domestic Transport
- Pallet Control

**(c) Responsibilities**

- (i) Works under limited supervision.
- (ii) Supervises the work of other employees.
- (iii) Responsible for the training of new employees where required.
- (iv) Responsible for the quality of his or her work and product.
- (v) Responsible for the quality of work and product of personnel under his or her direct supervision.
- (vi) Applies safe operating procedures including safe work practice.

**2.13 Level P4 – Distribution**

**(a) Definitions**

- (i) Qualified as a P3 - Distribution.
- (ii) Successfully completed training and assessment process of competencies listed in subclause (b)(ii) below.

**(b) Requirements**

- (i) Qualified as a P3 - Distribution.
- (ii) Competent in the following procedures and will apply these competencies whenever necessary in order to perform the work required of the team:
  - Export Documentation
  - Export Shipping Liaison
  - Containerisation
  - MGF-Pro

**(c) Responsibilities**

- (i) Works under limited supervision.
- (ii) Supervises the work of other employees.
- (iii) Responsible for training new employees where required.
- (iv) Responsible for the quality of his or her work and product.
- (v) Responsible for the quality of work and product of personnel under his or her direct supervision.
- (vi) Apply safe operating procedures including safe work practice.

## **2.14 Entry Level P1 - Plant Services**

### **(a) Definition**

An adult employee recruited into the Company at P1 level shall remain at this classification for a three month induction period. During this time the employee shall satisfactorily complete the required job training to qualify for advancement to the next level in the career path.

At the conclusion of the induction period, an assessment will be made of the employee's progress to determine if the employee's employment is to be continued.

### **(b) Requirements**

- (i) Basic numeracy and literacy skills for workplace communication.
- (ii) Typical tasks will include:
  - Cleaning Duties
  - Grounds Maintenance

### **(c) Responsibilities**

- (i) Works under direct supervision and/or in a team environment.
- (ii) Responsible for the quality of his or her own work subject to routine supervision.
- (iii) Applies safe work practices.

## **2.15 Level P3 - Plant Services**

### **(a) Definitions**

- (i) An employee who has successfully completed the induction program and assessment process.
- (ii) Competent in the procedures listed in subclause (b)(iii) below.

### **(b) Requirements**

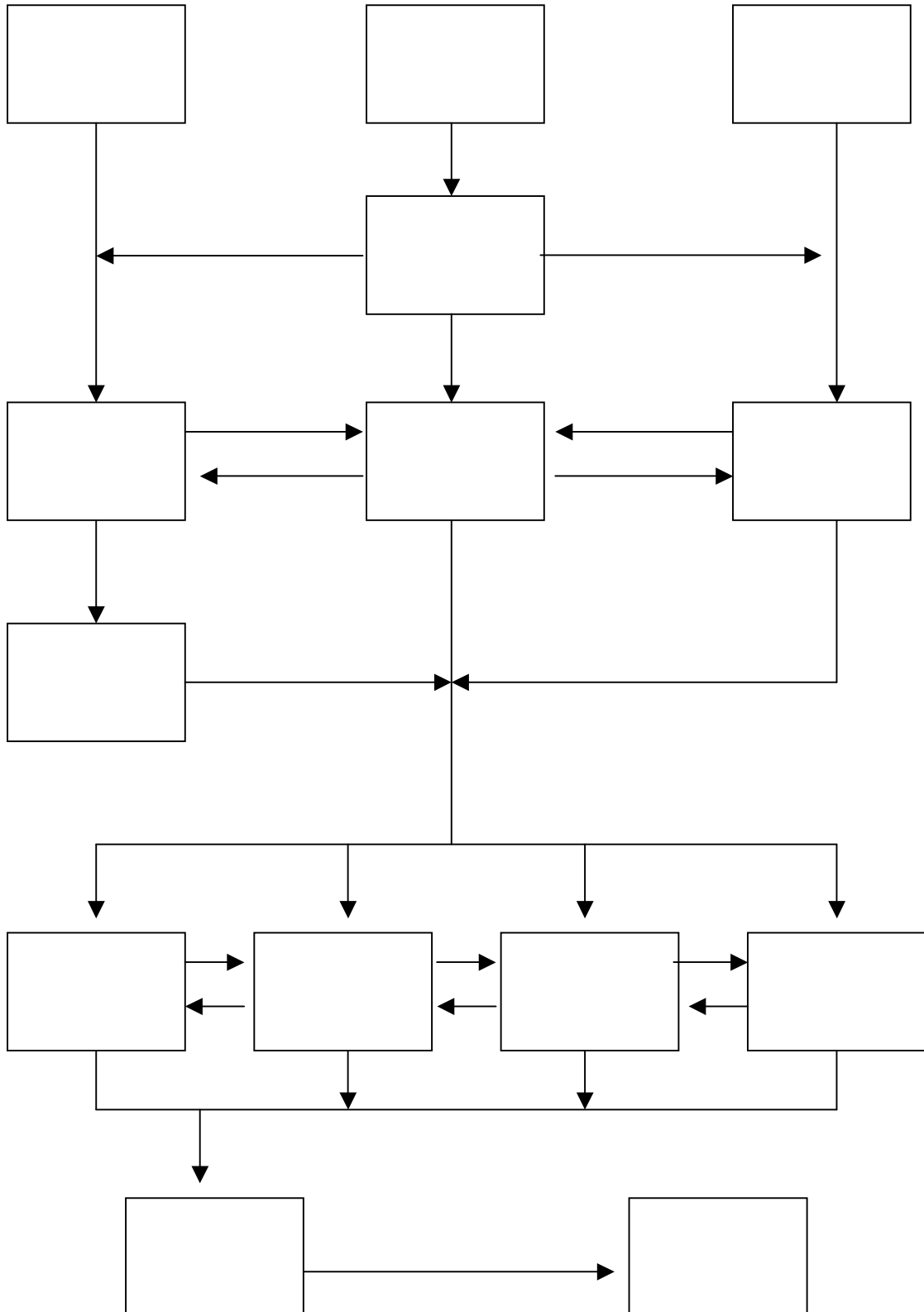
- (i) Completed training in manual handling and chemical awareness.
- (ii) Forklift Driver's Licence.
- (iii) Competent in the following procedures and will apply these competencies whenever necessary in order to perform the work required of the team:
  - Amenities Cleaning
  - First Flush System Cleaning
  - Yard and Car Park Cleaning
  - Paper Recycling System
  - Amenities Servicing

### **(c) Responsibilities**

- (i) Works under limited supervision.
- (ii) Supervises the work of other employees.
- (iii) Responsible for training new employees where required.

- (iv) Responsible for the quality of his or her work and product.
- (v) Responsible for the quality of work and product of personnel under his or her direct supervision.
- (vi) Applies safe operating procedures including safe work practice.

**2. MAIZE PRODUCTS - CAREER PATHS FLOW CHART**



### **3. APPENDIX C- CAREER PATH - PRODUCTION - IN HOUSE MODULES**

#### **MODULE 1 - INDUCTION**

Company Structure  
Conditions of employment/welfare  
Safety, including fire and explosion  
Good Housekeeping  
Basic course in manual handling

#### **MODULE 2 - CLEANING**

Introduction to cleaning  
Ride-on sweeper  
Amenities cleaning  
Use of plant vacuum cleaning systems  
First Flush Pit cleaning

#### **MODULE 3 - CHEMICAL AWARENESS**

Handling and storage of Chemicals and ingredients  
Bulk tanker delivery procedures  
Cleaning of bunded areas  
Material safety data sheets  
Personal protective equipment

#### **MODULE 4 - FORKLIFT OPERATION**

WorkCover Licence

#### **MODULE 5 - PACKING**

Introduction to Warehouse  
Sampling  
Operate Packer  
Operate Metal Detector  
Operate Scales  
Bag stacking  
Shrink wrapping  
Documentation

#### **MODULE 6 - SANITATION**

Sanitation theory course  
Practical application

#### **MODULE 7 - TRUCK OPERATION**

RTA Class 3A licence

#### **MODULE 8 - DRY BLENDERS**

Ingredients preparation  
Batch preparation  
Packing  
Documentation

#### **MODULE 9 - GRAIN & GERM HANDLING**

Grain testing  
Grain storage  
Grain cleaning  
Germ handling  
Documentation  
Distributed control system  
MFG-Pro

#### **MODULE 10A - WAREHOUSING**

MFG-Pro  
Stock control and rotation  
Shrink wrapping  
Documentation  
Transport liaison  
Pallet control

#### **MODULE 10B - EXPORT**

Containerisation  
Export documentation  
Export shipping liaison  
Transport liaison

#### **MODULE 11 - WEIGHBRIDGE**

Weighbridge operation  
Documentation

#### **MODULE 12 - STEEPING**

Silo operation  
Filling steeps  
Steepwater management  
Steep acid plant  
Steep emptying

**MODULE 13 - BIOFILTER**

pH control system  
Vapour collection systems  
Conveying air collection system  
Heat recovery system  
Cooling tower  
Biomass modules  
Distributed Control System

**MODULE 14 - GERM/FIBRE  
SEPARATION**

Degerminating mills  
Hydroclone operation  
ICM, Entoleter, DSM screens and Fibre transfer

**MODULE 15 - STARCH/GLUTEN  
SEPARATION**

Primary separation  
Starch hydroclones  
Gluten concentration

**MODULE 16 - GERM DRYER**

ICM and Vetter press  
Tube bundle dryer  
Transfer and storage system

**MODULE 17 - GLUTEN DRYER**

Rotary vacuum filter  
Conveying and mixing  
Tube bundle dryer  
Transfer and storage system

**MODULE 18 - STOCK FEED DRYER**

ICM and Vetter press  
Conveying and mixing  
CSL and corn cleaning addition  
Tube bundle dryer  
Transfer and storage system

**MODULE 19 - EVAPORATION**

Steepwater evaporators  
CSL storage  
Drum and bulk tanker outloading  
Weighbridge  
Documentation  
Distributed control system

**MODULE 20 - WASH CHANNELS**

Reactor operation  
Hydrocyclone operation and maintenance  
Centrifuge operation and maintenance  
Centrifuge supply system  
pH control

**MODULE 21 - TREATING**

Distributed control system  
Starch batching  
Chemical batching  
pH control  
Neutralising

**MODULE 22 - REACTOR  
OPERATION/TREATING**

Filling and emptying  
Heating and cooling  
Cleaning  
Mix tank operation  
Distributed control system

**MODULE 23 - REINEVELD CENTRIFUGE**

Slurry system  
Basket maintenance  
Wash-out procedure  
Product change procedure  
Distributed control system

**MODULE 24 - FLASH DRYERS**

Gas control  
Moisture control  
Product change procedure  
Sample procedure  
Moisture, NSR, pH testing and documentation  
Filter and screen maintenance  
Transfer and storage systems  
Distributed control system

**MODULE 25 - CHEMICAL  
PREPARATION/TREATING**

Acetic Anhydride/Adipic Acid preparation  
Caustic Soda system  
Propylene Oxide system  
Phosphorous Oxychloride  
Dry ingredients  
Distributed control system



#### **MODULE 26 - PROCESS CONTROL**

Batch methods  
Testing Procedures  
Brabender Viscographs  
Scott Fluidity  
Titration  
pH adjustment  
SO<sub>2</sub> and Residual Oxidants  
Colour check

#### **MODULE 27 - PREGEL 1**

Slurry preparation  
Drum dryer preparation  
Grinding, sieving and conveying systems

#### **MODULE 28 - PREGEL 2**

Drum dryer operation

#### **MODULE 29 - EFFLUENT SYSTEM**

Effluent collection points and rotary screen  
Buffer tank and degritting system  
Westfalia centrifuges  
Treated effluent and pH control system  
Starch fines transfer  
Westfalia decanter  
Starch fines outloading  
Distributed control system  
Testing procedures to quality specification

### **4. MAINTENANCE EMPLOYEES**

#### **5.1 Engineering Employee - Level C11**

An employee who possesses necessary skills and/or has completed suitable on the job training so as to enable the employee to perform work within the scope of this level.

The level particularly covers the function of Technical Trade Assistant/Greaser and Engineering Stores Attendant.

An Employee at this level performs work generally as stated below:

- (a)** Assists in the provision of on the job training to a limited degree.
- (b)** Performs work under general supervision either individually or in a team environment.
- (c)** Is responsible for assuring the quality of his or her own work.
- (d)** Indicative of the tasks that an employee at this level may perform are the following:
  - Manage a programmed lubrication system for all machinery on site
  - Assess and report on general condition of equipment during implementation of programmed lubrication.
  - Assist and be directed by higher level tradespeople where necessary.
  - Participate in management of inventory and stores control systems, including: licensed operation of all appropriate materials handling equipment
  - Manage receipt, storage and issuing of stores items on site.
  - Basic computer operation and keyboard skills.
  - Licensed for forklift operation.
  - Has knowledge of the employer's production process steps.
  - Has basic engineering and fault recognition skills.
  - Can use basic engineering tools proficiently.

#### **5.2 Engineering Tradesperson - Level C10**

An Engineering Tradesperson C10 is an employee who holds a Trade Certificate in one of the electrical, mechanical or fabrication engineering streams and is able to exercise the skills and knowledge of that trade.

A C10 level would normally be the level at which a new tradesperson would commence employment.

A C10 tradesperson would have successfully completed a trade apprenticeship and a relevant tertiary trade course at a TAFE college or similar.

An Engineering Tradesperson C10 works above and beyond an employee at C11 and to the level of their training:

- (a) Understands and can implement quality maintenance management techniques.
- (b) Exercises good interpersonal and vocal/written communication skills.
- (c) Has the ability to exercise some computer and keyboard skills as required.
- (d) Performs work under general supervision either individually or in a team environment.
- (e) Operates all lifting equipment incidental to his or her work.
- (f) Performs non trade tasks incidental to his or her work.
- (g) Performs work which while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

### **5.3 Engineering Tradesperson - Level C9**

An Engineering Tradesperson C9 is a tradesperson who has completed the following training requirements:

Obtained accreditation in any four modules as described in module career path.

An Engineering Tradesperson C9 works above and beyond an employee at C10 and to the level of their training:

- (a) Exercises the skills attained through satisfactory completion of the training prescribed under the module career path.
- (b) Provides trade guidance and assistance as part of a work team for grades below C9.
- (c) Works under general supervision either individually or in a team environment.
- (d) Understands and implements quality maintenance management techniques.
- (e) Performs non trade tasks incidental to their work.
- (f) Performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the whole task. Such incidental or peripheral work would not require additional formal technical training.

### **5.4 Engineering Tradesperson - Level C8**

An Engineering Tradesperson C8 is a tradesperson who has completed the following training requirements:

Obtained accreditation in any eight modules as described in module career path.

An Engineering Tradesperson C8, works above and beyond an employee at C9 and to the level of their training:

- (a) Exercises the skills attained through satisfactory completion of the training prescribed under the module career path.
- (b) Provides trade guidance and assistance as part of a work team for grades below C8.
- (c) Works under limited supervision either individually or in a team environment.
- (d) Understands and implements quality maintenance management techniques.
- (e) Assists in provision of training in conjunction with maintenance supervisor and maintenance manager.
- (f) Performs non trade tasks incidental to his or her work.

- (g) Performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the whole task. Such incidental or peripheral work would not require additional formal technical training.

### 5.5 Engineering Tradesperson - Level C7

An Engineering Tradesperson C7 is a tradesperson who has completed the following training requirements:

Obtained accreditation in any twelve modules as described in module career path.

An Engineering Tradesperson C7, works above and beyond an employee at C8 and to the level of their training:

- (a) Exercises the skills attained through satisfactory completion of the training prescribed under the module career path.
- (b) Provides guidance, supervision and direction to C8, C9, C10 and C11 personnel when required.
- (c) Able to work under very low levels of supervision either individually or in a team environment.
- (d) Understands and implements quality maintenance management techniques.
- (e) Assists in provision of training in conjunction with maintenance supervisor and maintenance manager. Can assist in preparation of in-house training documents and is able to carry out formal training of lower grades.
- (f) Performs non trade tasks incidental to his or her work.
- (g) Performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the whole task. Such incidental or peripheral work would not require additional formal technical training.
- (h) Indicative of the tasks that an employee at this level may perform, are as follows:
- Works on machines or equipment that utilise complex electric/electronic circuitry and/or hydraulic/pneumatic controls or a combination thereof.
  - Works on instruments which make up a complex control system which utilise some combination of electrical, electronic, mechanical or fluid power principles.
  - Works on complex or intricate interconnected electrical, mechanical, pneumatic or hydraulic circuits.
  - Has detailed involvement in programmed and predictive maintenance functions in accordance with a computerised maintenance management system.
  - Is able to assist in preparation of in-house training documentation for sophisticated machinery and control systems such as centrifuges, DCS control system etc.

### 5.6 Engineering Tradesperson - Level C6

An Engineering Tradesperson C6 is a tradesperson who has completed the following training requirements:

- (a) Obtained accreditation in any sixteen modules as described in module career path.

An Engineering Tradesperson C6, works above and beyond an employee at C7 and to the level of their training:

- (b) Exercises the skills attained through satisfactory completion of the training prescribed under the module career path.

- (c) Provides guidance, supervision and direction to C7, C8, C9, C10 and C11 personnel when required.
- (c) Able to work with minimum levels of supervision either individually or in a team environment.
- (d) Is familiar with and implements site quality maintenance management systems and work organisation at a level higher than a tradesperson at C7 level.
- (e) Has a high level of understanding of quality maintenance management techniques and systems as implemented on site by maintenance manager and maintenance team generally. Is completely familiar with computerised maintenance management systems installed on site and can use system to identify maintenance prone equipment and establish a programme of improvements in conjunction with maintenance manager.
- (f) Assists in provision of training in conjunction with maintenance supervisor and maintenance manager. Can prepare in-house training documentation with minimum supervision and is able to carry out formal training of lower grades.
- (g) Able to prepare reports of a technical nature on specific tasks or assignments as directed.
- (h) Performs non trade tasks incidental to their work.
- (i) Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the whole task. Such incidental or peripheral work would not require additional formal technical training.
- (j) Indicative of the tasks which an employee at this level may perform, are as follows:
  - Works on machines or equipment which utilise complex electric/electronic circuitry and/or hydraulic/pneumatic controls or a combination thereof.
  - Works on instruments which make up a complex control system which utilise some combination of electrical, electronic, mechanical or fluid power principles.
  - Works on complex or intricate interconnected electrical, mechanical, pneumatic or hydraulic circuits.
  - Has detailed involvement in programmed and predictive maintenance functions in accordance with a computerised maintenance management system- to a level higher than C7.
  - Able to work on various forms of machinery and equipment which are electronically and/or pneumatically controlled by complex digital and/or analogue control systems using integrated circuitry.
  - Is able to prepare in-house training documentation for sophisticated machinery and control systems such as centrifuges, DCS control system, entoleters etc.
  - Can conduct formal training courses for lower level tradespeople in the following areas:
    - Relating to particular machines and systems in the factory.
    - Relating to Shock Pulse Analysis techniques and implementation.
    - Relating to Laser Alignment techniques and implementation.
    - Relating to analysing and interpreting data from lubrication analysis.

## 5. CAREER PATH - TRADES

### 6.1 Details of Common Modules for Electrical, Mechanical & Fabrication Personnel

Module Description	Module Points
Fork Lift License	0.25
Cherry Picker License	0.25
Confined Space Certificate	0.25
Elementary Rigging	0.25
Computerised Maintenance System- Level 1	0.5
Computerised Maintenance System- Level 2	1
Condition Monitoring- Shock Pulse Analysis-Level 1	0.5
Condition Monitoring- Shock Pulse Analysis-Level 2	1
Laser Alignment	1
Lubrication Analysis/Results Interpretation	0.5

### 6.2 Details of Modules for Mechanical & Fabrication Personnel

TAFE No	Module Description	Module Points	Prerequisites
NM14	Robots	1	
NM21	Precision Measurement	1	NMO5 NBB12
NM33	Fluid Power Control 1	1	NBB08 NM32 or NM31
NM36	Heat Transfer	1	NBB13
NM37	Steam Plant	1	NM36
NM42	Water Pumping	1	NBB07
NM43	Pumps, Application & Maintenance	1	NM42
NM51	Precision Machining	1	NMO2 NMO3 NM19
NM59	Hydraulics 4	1	NM32
NM62	Pneumatics 4	1	NM61
NM63	Fluid Power Control 2	1	NM33
NM68	Braking Systems	1	NBB13
NM69	Plant Transmissions 1	1	NM15 NBB11
NM70	Plant Transmissions 2	1	NM15 NM30 NBB11
NM72	Plant Pneumatics	1	NM30 NM68
NM96	Precision Fitting & Assembly	1	NBB06 NBB12 NM16
NM200	Assembly Fitting	1	NBB07 NBB12
NM201	Hydraulic Equipment Repair	0.5	NM200 NM30
NM202	Pump Equipment Repair	0.5	NM200
NM203	Compressed Air Equipment Repair	0.5	NM200
NM205	Introduction to Sheet Metal Work	0.5	NBB07 NBB12
NFO1	Manual Metal Arc Welding 1	1.0	NBB09
NFO3	Gas Tungsten Arc Welding 1	0.5	NBB09
NFO5	Manual Metal Arc Welding 2	1.0	NFO1
NFO6	Manual Metal Arc Welding 3	1.0	NFO5
NF19	Fabrication Techniques 2	1.0	NBB09 NBB10 NBB12
NF20	Geometric Development	1.0	NBB12
NF27	Fabrication-Transitions 1 (Concentric	1.0	NBB10 NF20
NF28	Fabrication-Transitions 2 (Offset)	1.0	NF27
NF36	Fabrication Stainless Steel	0.5	NFO1, NFO3 & either NF23 or NF26 or NF28
NF65	Welding Certificate 1	1.0	NFO6

### 6.3 Details of Modules for Electrical Personnel

TAFE No	Module Description	Module Points	Prerequisites
NM31	Pneumatics 1	1.0	NM30
NM32	Hydraulics 1	1.0	NM30
NM57	Hydraulics 2	1.0	NM32
NM60	Pneumatics 2	1.0	NM31
Year 1	Industrial Electronics (Advanced Certificate)	4.0	Electrical Trade
Year 2	Industrial Electronics (Advanced Certificate)	4.0	Electrical Trade

Year 3	Electronics Trade (Final Year)	4.0	And Elect. Year 1 & 2
Year 1	Instrument Trade	4.0	
Comp.	Instrument Trade	4.0	
	DCS Level 1	2.0	Yokogawa & In House
	DCS Level 2	2.0	Yokogawa & In House

#### 6.4 General Notes on Modules and Upgrading of Skills

- (a) It is understood that basic TAFE subject prerequisites, required for courses above, have been completed during trade training and as such do not form part of the module system.
- (b) Any module completed during Trade training does not count towards advancement in the career path.
- (c) A full module has been designed on the assumption that a person will achieve the specified competencies in 35 to 40 hours of TAFE or "in-house" training.
- (d) C6 is the highest level tradesperson required on site.
- (e) Employees will have Company support in arranging working hours to suit study times but it will be employee's responsibility to arrange exchange of shift coverage etc.
- (f) A "Training Review" committee will be formed- consisting of Engineering Manager, Maintenance Manager, 1 Mechanical representative, 1 Electrical representative. Committee will meet as appropriate to manage the training system.
- (g) Before a person commences any programme of improvement, the programme must be reviewed and approved by the Training Review Committee (TRC).
- (h) Periodic, special training courses and presentations which may occur from time to time, and which the TRC may feel are beneficial to a particular employee, will be considered as general reinforcement of skills and will not form part of the module programme.
- (i) Elementary Rigging and the Fork Lift License will count as one full module point each for existing employees.

<b>PAY CALCULATION FOR ELECTRICIANS</b>				
C7 ORDINARY RATE				
	31.5754		December 1, 2005	
			<b>WEEKLY</b>	<b>YEARLY</b>
STANDARD SHIFT				
ORDINARY HOURS		7.6 x Ord Rate	\$239.97	
OVERTIME HOURS		0.4 x Ord Rate x 1.5	\$18.95	
SHIFT ALLOWANCE	10% of 38 hours		\$24.00	
			\$282.92	
ANNUAL LEAVE SHIFT				
ORDINARY HOURS		7.6 x Ord Rate	\$239.97	
OVERTIME HOURS		0 x Ord Rate x 1.5	\$0.00	
SHIFT ALLOWANCE		0	\$0.00	
			\$239.97	
THEREFORE AN NORMAL WEEK = 5 X STANDARD SHIFT			\$1,414.58	\$67,899.74
THEREFORE AN ANNUAL LEAVE WEEK = 5 X A/LEAVE SHIFT			\$1,199.87	\$4,799.46
PLUS	ANNUAL LEAVE LOADING	1/52 <sup>nd</sup> of 4 x 38 x 17.5%	\$16.15	\$839.91
PLUS	ANNUAL LEAVE OVERTIME COVER	1/52 <sup>nd</sup> of 160hours x 1.75 of ord.rate	\$170.02	\$8,841.11
PLUS	SICK LEAVE OVERTIME COVER	1/52 <sup>nd</sup> of 76 hours x 1.75 of ord. rate	\$80.76	\$4,199.53
PLUS	PUBLIC HOLIDAY COVER	1/52 <sup>nd</sup> of 8 P/H x ord. rate	\$36.92	\$1,919.78
PLUS	ADDITIONAL HOURS HOURS	1/52 <sup>nd</sup> of 240 hours x 1.75 of ord.rate	\$255.03	\$13,261.67
PLUS	QUALIFIED SUPERVISORS CERTIFICATE		\$21.90	\$1,138.80

## APPENDIX D

### 6. PROJECTED ROSTER

Not Available electronically.

## APPENDIX E

### 1. Specific Changes Introduced by the 2001 Agreement

The Restructure of the QC Laboratory.

The restructure of the QC Laboratory will proceed once technical issues involving the new viscograph technology are resolved.

It has been agreed between the parties that the following will take place:

- (a) The QC Lab Technicians positions will be made redundant.
- (b) Provisions of the EA regarding QC Laboratory Technicians will cease to operate and shall be removed from the EA at that time.
- (c) The Modified Starch Operators will undertake the necessary tests on the process to ensure that the product is within the specifications as outlined in the Quality Specifications Manual.
- (d) The testing of finished goods will be conducted by new graduate qualified Laboratory chemists employed as staff on a day work basis but covering the seven day operation.
- (e) This process of change will take place over a timetable of approximately 1-year duration. During this year the Modified Starch Operators and Utility Operators will train to achieve the necessary skills needed to perform the tasks asked of them. The QC Lab Technicians will be made redundant during the timetable period on the basis of approximately 1 at 3 months, 2 at 6 months and the final person at 12 months. The commencement of the 1-year period is dependent on the viscograph program being undertaken by R&D.
- (f) The Pregel Operator will undertake the necessary tests on his production shift so as to ensure that the basic parameters of the product specification are met in the finished goods. The test known as the Brookfield is not envisaged to be part of this operator testing routine.
- (g) The gross pay of the P5 Utility Operators and the Modified Starch Operators will be increased by \$35 from 1<sup>st</sup> February 2002 and by a further \$35 as and when they are proven to be able to demonstrate the necessary competencies to perform the tasks associated with this restructure. It is proposed that this classification would then be known as P6 and this would be a stand-alone classification with no reference to other pay classifications. As part of this process the P6 rate existing prior to the commencement of this Agreement, which has no application to employees at the site, will be removed.
- (h) The gross pay of the P4 Rolls Operators will be increased by \$35 when the necessary skills can be demonstrated.

### 2. Specific Changes Introduced by the 1997 Agreement

Manning Reduction and Lump Sum Payment

As part of the introduction of the teams based workplace, there will be manning reduction of one person on each of the four shifts.

The savings shall be calculated on the basis of a reduction of four shiftwork employees on classification P4 working in accordance with the projected roster over a 12 month period.



Each of the identified employees shall receive a share of 100% of the savings as a one-off lump sum payment resulting from the manning reduction.

#### **APPENDIX F- ANTI-DISCRIMINATION**

1. It is the intention of the parties to this agreement to seek to achieve the object in s 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision if the agreement which, by its terms or operation, has a direct or indirect effect.
3. Under the *Anti-Discrimination Act 1997*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
4. Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempt from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-discrimination Act 1977*;
  - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.