



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
50 Phillip Street, Sydney, N.S.W.

CONTENTS

Vol. 347, Part 1

29 October 2004

Pages 1 - 106

	Page
Awards and Determinations -	
Awards Made or Varied -	
Aged Care Industry Broken Hill	(VSW) 103
Bowling Clubs Employees (State)	(VSW) 78
Building and Construction Industry (State)	(RVIRC) 67
Chemical Workers (State)	(VSW) 80
CSR Ltd Trading as The Readymix Group - Newcastle Concrete Enterprise Bargaining Framework (State) Consolidated Award 1996	(RIRC) 53
Golf Clubs Employees (State)	(VSW) 82
Kellogg (Aust) Pty Ltd Botany (NUW) Consent Award 2003	(AIRC) 1
Margarine Makers (State)	(VSW) 84
Nurseries Employees (State)	(VSW) 86
Nut Food Makers (State)	(VSW) 88
Pest Control Industry (State)	(VSW) 90
Plant, &c., Operators on Construction (State)	(RVIRC) 70
Potato Crisp Makers (State)	(VSW) 92
Race Clubs Employees (State)	(VSW) 94
Ski Industry (State)	(VSW) 74
Ski Instructors (State)	(VSW) 76
Soap and Candle Makers (State) Consolidated	(VSW) 96
Toymakers' Employees (State)	(VSW) 99
Vegetable Oils, &c., Employees (State)	(VSW) 101
Windscreens O'Brien (Glass Workers) Enterprise Bargaining 1995	(RVIRC) 73
Obsolete Awards -	
CSR Ltd Trading as the Readymix Group Penrith Transport Workshop No.2 (State) Award 1998	106

NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

PRESIDENT

The Honourable Justice F. L. WRIGHT[†]

VICE-PRESIDENT

The Honourable Justice M. J. WALTON[†]

MEMBERS

The Honourable Mr Justice R. J. PETERSON[†]
The Honourable Justice F. MARKS[†]
The Honourable Justice M. SCHMIDT[†]
The Honourable Mr Deputy President R. W. HARRISON
The Honourable Justice T. M. KAVANAGH[†]
Mr Deputy President P. J. SAMS
The Honourable Justice R. P. BOLAND[†]
Mr Deputy President J. P. GRAYSON
The Honourable Justice W. R. HAYLEN[†]
The Honourable Justice P. J. STAUNTON[†]
The Honourable Justice C. G. STAFF[†]
The Honourable Justice A. F. BACKMAN[†]

Commissioner Mr R. J. PATTERSON
Commissioner Mr P. J. CONNOR
Commissioner Mr B. W. O'NEILL
Commissioner Mr J. N. REDMAN
Commissioner Ms I. TABBAA
Commissioner Ms D. S. McKENNA
Commissioner Mr J. P. MURPHY
Commissioner Mr I. R. NEAL
Commissioner Mr I. W. CAMBRIDGE
Commissioner Ms E. A. R. BISHOP
Commissioner Ms J. McLEAY
Commissioner Mr A. W. MACDONALD
Commissioner Mr D. W. RITCHIE

[†]These Presidential members are also Judicial members of the Industrial Relations Commission of New South Wales in Court Session, established as a superior court of record pursuant to section 152 of the *Industrial Relations Act* 1996.

INDUSTRIAL REGISTRAR

Mr M. GRIMSON

DEPUTY INDUSTRIAL REGISTRAR

Mr A. G. MUSGRAVE

(1096)

SERIAL C2669

KELLOGG (AUST) PTY LTD BOTANY (NUW) CONSENT AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Kellogg (Australia) Pty Ltd.

(No. IRC 7363 of 2003)

Before Commissioner Patterson

19 February 2004

AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Introduction - A Partnership in a Quality Future
3.	Title
4.	Parties to Award
5.	Operation
6.	Purpose and Application
7.	Declaration
8.	No Extra Claims
9.	Employment Security Policy
10.	Entrance Probation Period
11.	Terms of Engagement
12.	Period of Notice
13.	Casuals
14.	Standing Down of Employees
15.	Production Teams
16.	Workforce Flexibility
17.	Pay for Productivity
18.	Hours
19.	Shift Work Definitions
20.	Shift Allowance
21.	Shift Transfer Procedure
22.	Salary and Payment of Salary
23.	Meal Breaks
24.	Meal Allowance
25.	Absence from Duty
26.	Coverage of Absences
27.	Absence from the Worksite
28.	Absence/Lateness/Leaving Early
29.	Attendance at Communication/Training Programs
30.	Safe Closedown of Processes
31.	Annual Leave/Public Holidays
32.	Annual Leave and Long Service Leave Rostering
33.	Sick Leave
34.	Employee Counselling and Corrective Guidance Procedure
35.	Grievance/Disputes Procedure
36.	Anti-Discrimination

37. Summary Dismissal
38. Certificate of Service
39. Consultative Committee and On Site Union Activity
40. Voluntary Redundancy Policy
41. Long Service leave
42. Parental Leave
43. Family/Carers Leave
44. Bereavement Leave
45. Jury Service
46. Uniforms and Protective Clothing
47. Workers Compensation Procedures
48. Introduction of Change
49. Changes to Crewing Levels
50. Right of Entry
51. Kellogg Twenty-Five Year Club
52. Plant Shutdowns
53. Superannuation

Annexure Index

- Annexure A - Use of Casuals for Cleaning of Machinery Equipment
- Annexure B - Guidelines for Conduct at the Kellogg (Aust.) Pty. Ltd. Botany Site
- Annexure C - Kellogg (Aust.) Pty. Ltd. Training Program
- Annexure D - Break Stations
- Annexure E - Company Policies
- Annexure F - Guarantee of Employee Entitlements

2. Introduction - A Partnership In A Quality Future

The parties to the Award, through active co-operation, will work to maintain the Company's leadership position in the marketplace by ensuring the Company's continued growth, by developing each individual employee to their potential.

Manufacturing employees at Botany are covered by a single Union. This relationship has many advantages including the opportunity for both parties to design a document, which builds a partnership for the future. The relationship between the Company and its employees is characterised by:

Open communication, trust and co-operation amongst and between the workforce and management.

A personal integrity in our daily actions.

A respect for fellow employees.

Individuals, teams and management being responsible for actions and results.

A major and consistent focus on the highest quality of manufactured goods.

Consistent and continuous employee development, through Company provided training.

Our aim to become a low cost producer.

Freedom of choice for the individual.

The promotion of a team based organisation.

Participative attitudes, encouraging ideas, suggestions and innovation.

An understanding of the imperative for change and its implications.

The Kellogg Company, its representatives and its manufacturing employees commit to the demonstration of and belief in the Kellogg values, namely:

We act with integrity and show respect

We are all accountable

We are passionate about our business, our brands and our food

We have the humility and hunger to learn

We love success

We strive for simplicity

By adopting these values we ensure a viable operation with a high rate of investment return, thus enabling the plant's growth and optimisation of productivity into the future, the improvement of working conditions, securing the future of all stakeholders and providing a quality life by sharing in the benefits of the Company's growth.

3. Title

This Award shall be known as the Kellogg (Aust) Pty Ltd, Botany, (NUW) Consent Award 2003.

4. Parties To Award

The parties to the Award are:

Kellogg (Aust) Pty Ltd
Swinbourne Street, Botany, NSW, 2019 ("the Company") and

The National Union Of Workers, New South Wales Branch,
3-5 Bridge Street, Granville, NSW, 2142 ("the Union")

5. Operation

- (a) The Award shall apply to the Company, the Union and its members employed by the Company at Swinbourne Street, Botany in the manufacture of ready-to-eat cereals.
- (b) The Award shall bind both Company representatives and delegates of the Union representing the Union during the re-negotiation of the Award, together with any delegates subsequently elected to represent the Union during the term of the Award.
- (c) The Award rescinds and replaces:
 - I. The Kellogg (Aust) Pty Ltd Botany (NUW) Consent Award 2001 published 26 July 2002 (335 I.G. 371).
- (d) It is agreed that for the duration of the Award, the rates of pay, classifications and conditions of employment expressed within, are in substitution for all rates of pay, classifications and conditions of employment expressed in the:
 - I. Storemen and Packers - General (State) Award,
 - II. Starch and Condiment Makers &c (State) Award.
- (e) The Award shall apply to any purchaser of Kellogg (Aust) Pty Ltd.

- (f) During the term of the Award, any change in the Awards nominated at subclause (d) (I) or (II) above that make them more favourable than this Award will be addressed as part of the Award renegotiation for the next term.
- (g) For the life of this Award, State Wage Case Decisions will be flowed on in accordance with the principles of such Decisions.
- (h) Any term or condition on which the Award is silent will be referred to the Consultative Committee in the first instance, and, if necessary pursued under the Grievance/Disputes Procedure.
- (i) The Award shall take effect on the first full pay period to commence on or after 19 February 2004 and continue in force until 23 November 2006, and, after this date, until it is rescinded by the Industrial Relations Commission of New South Wales.

6. Purpose and Application

- (a) The purpose of the Award is to:
 - I. provide a guide for the conduct of the everyday relationship between the Company and its employees,
 - II. provide guaranteed rates of pay and working conditions for employees and assured levels of production for the Company,
 - III. provide an environment where employees can develop and grow,
 - IV. provide a means of settling grievances and disputes without loss to production, in line with the Grievance/Disputes procedure, thereby promoting a climate of industrial peace.
- (b) This Award applies only to employees employed by Kellogg (Aust) Pty Ltd in the manufacture of cereal products in the processing, packaging and materials handling departments.
- (c) The parties will work to resolve disputes with the minimum delay possible and in the spirit of cooperation as set out in this Award.

7. Declaration

The parties declare that this Award has been negotiated so as to be in the interests of both parties and as such, the Award has not been entered into under duress.

8. No Extra Claims

It is a term of the Award, that during the currency of the Award, no party will raise any extra claim relating to variations in salary rates or other terms or conditions contained in the Award. However, the Company advises that wage increases can and will be approved, provided the following principles are adhered to:

- (a) They are productivity based.
- (b) They are mutually agreed.
- (c) They are ratified by the Industrial Relations Commission of New South Wales.

All parties commit themselves to an Award renewal programme, which shall commence three (3) months prior to the expiry date of the existing Award.

9. Commitment to Botany and Employment Security Policy

- (a) The Company has a commitment to its operations at Swinbourne Street, Botany and a policy to preserve employment.
- (b) The Company makes the following guarantees:
 - (i) The Company will not expand its existing outsourced arrangements with respect to current crew levels and employees covered by clause 6(b) of this Award for the life of the Award;
 - (ii) The Company guarantees that all accrued employee entitlements, inclusive of redundancy, shall be protected if for any reason the Company should cease to exist.
- (c) The parties recognise that over the course of time the mix of the jobs and skills required will change. In the event that an employee's job is displaced by new technology or work methods, the employee will be offered an alternative position together with the requisite training.
- (d) In the event that suitable alternative employment cannot be provided to employees who qualify for redundancy payments, the agreed redundancy provisions will apply.
- (e) It is accepted that during the term of this Award resignations and retirements will take place. A decision on whether to fill any resulting vacancies will be reviewed by the joint Consultative Committee, based on the business situation existing at that time, however, notwithstanding any other provisions of this Award, the Company commits that, during the term of this Award, the total number of permanent positions available for employees covered by this Award, as agreed with the Consultative Committee and recorded in a document titled "Consent Award 2003 - Crew Levels", will be maintained. A copy of this document is held by both the Company and the National Union of Workers.

10. Entrance Probation Period

During the first twelve (12) weeks of employment, either party may discontinue the employment by the giving of one (1) week's notice, however each employee shall accrue all entitlements from the date of employment. The Company shall be entitled to pay such notice period in lieu of working.

The Company will not, at any time, use this provision as a method to hire temporary employees.

11. Terms of Engagement

Except during the first twelve weeks probation period, employees shall be engaged on a permanent basis.

12. Period of Notice

Both the Company and employees (other than a probationary employee) who wish to terminate their employment with the Company shall give notice in accordance with the following scale:

Employee's period of continuous service with the Employer	Period of notice
Less than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Payment for such notice shall be based on the full monetary entitlements normally due to the employee, and where payment-in-lieu is made, the payment must equal the total of all amounts that would have accrued, if the employee's employment had continued until the end of the notice period.

In the case of proven misconduct leading to termination of services, (other than in cases of summary dismissal), the Company will terminate such employee by use of the Employee Counselling and Corrective Guidance Procedure. Except in this case, resignation, voluntary redundancy and retirement shall be the agreed methods of severance.

If an employee chooses to leave employment prior to the completion of the notice period, it shall only be by mutual agreement with the Company.

During the notice period, resignation may only be withdrawn with the mutual agreement of the Company.

13. Casuals

- (a) While it is not the intention of the Company to replace permanent, full-time employees with casuals, the Company shall have the right to utilise casuals to supplement crews in functions identified at subclause (k), and in cases where sufficient permanent operators are unavailable due to either planned or unplanned absences, or to satisfy short term business requirements, in the performance of other work covered by this Award.
- (b) In order to properly cover such an eventuality, the Company shall arrange to train a pool of casuals in each area of operation. The training of casuals will be conducted by Kellogg staff members and/or other casuals with the appropriate skills. In the event that the training is conducted by a Facilitator, essential Facilitator duties may be performed by an appropriately accredited Level 5 Operator, providing that the Level 5 Operator remains as part of their system crew.

The training will be conducted on the job and the trainee will be supplementary to the agreed manning levels until the individual is deemed competent. Employees covered by this Award will not be required to train casuals.

- (c) The Facilitator will be responsible for organising the work of such casuals although the casual will work as part of the team to which he/she is assigned. The Company recognises the skills of its ex-employees and, as such, preference will be given to suitable ex-employees who register their availability to work for the agency providing casual labour.
- (d) A record of casual rates of pay, including the overtime rate, is held by the Company and the National Union of Workers. These casual rates of pay are inclusive of all loadings and allowances.
- (e) Whilst performing tasks identified at subclause (k), casuals shall be paid at the Casual Induction hourly rate.
- (f) Whilst performing other work covered by this Award, casuals will be paid at Casual Level Two (2) hourly rates, however, when an ex-employee of Kellogg (Aust.) Pty. Ltd. is performing tasks other than those identified at subclause (k) on a casual basis, such ex-employee shall be paid at the casual hourly rate applicable to the salary level to which he / she was entitled on his/her last day of employment with Kellogg (Aust.) Pty. Ltd.
- (g) When a casual works in excess of four (4) complete twelve (12) hour shifts in succession, he / she will be paid for the fifth and subsequent consecutive shifts at the overtime rate. All hours worked by a casual in excess of 336 hours over an eight (8) week period will be paid at the overtime rate. When a casual works on a Public Holiday shift, he/she will be paid for all time worked on that shift at the overtime rate.
- (h) Casuals shall be engaged by the hour on a day-to-day basis. A minimum payment on any day of eight (8) hours will apply, except in cases where a late arrival of a permanent employee occurs. In such circumstances, the casual's engagement may be discontinued, with no minimum payment to apply. When a casual works in excess of eight hours on any shift then a third paid meal break will apply.
- (i) Casuals will be provided by an outside agency.
- (j) Casual work experience may continue to be available during Christmas school holidays, for sons and daughters of employees, strictly subject to business demands. These casuals may be selected by and employed through an outside agency, and paid at Induction level hourly rates.
- (k) Casuals may be utilised to perform the following functions prior to the offering of overtime to permanent employees:

I. Pallecon filling/assembly/tipping,

- II. Feeds,
 - III. Sultana addition,
 - IV. Material receivable, fork lift driving, hand stacking,
 - V. Bulk packaging,
 - VI. Bag tipping, filling,
 - VII. Repack, rework, recycle,
 - VIII. Batch assembly and tipping,
 - IX. Cleaning machinery/equipment (as provided for at Annexure A),
 - X. Inserts,
 - XI. Quality Control Belt Inspections,
 - XII. Hand packing.
- (l) The Company shall have the right to utilise casual labour to replace employees, on a one-for-one basis, prior to the offering of overtime to permanent employees, in the following circumstances:
- Employees absent from work claiming workers' compensation for a full twelve (12) hour shift;
 - Employees on annual leave or long service leave above the generally allowable limit of five (5) employees per crew referred to at Clause 32 of this Award.
 - Delegates not attending work following proceedings in the New South Wales Industrial Relations Commission in circumstances detailed at sub-clause 39(k) of this Award, and Delegates attending quarterly NUW conferences, as detailed at sub-clause 39 (f) of this Award.
- (m) Other than in circumstances provided for at sub-clause 13(l) of this Award, only after all permanent employees, including those available through the voluntary overtime roster, have been accounted for, will casuals be used to operate Jones Packing Lines, Processing systems, Alvey unitisers or the Silos and Bulk Handling Facility.

14. Standing Down of Employees

Although a rare eventuality, external factors such as acts of God, supply or distribution disruptions which are beyond the control of any party to the Award, may result in a protracted stoppage of production.

In these circumstances, the Company will, as a matter of policy, maintain earnings for at least two weeks from the resulting stoppage in production, but thereafter may have to directly stand-down employees.

If stand-down requirements are identified, the Company will apply to the Industrial Relations Commission of New South Wales for formal stand-down provisions.

15. Production Teams

The parties agree to continue working together, building on already agreed work methods and involving shop floor employees within their roster, to further the introduction, design and implementation of teams throughout the production facility. Progress will be continually reviewed by the Consultative Committee to the agreement of all parties.

16. Workforce Flexibility

Work covered by this Award may be performed by any employee covered by the Award who has the required skill and competence.

The guidelines covering the flexibility of operation shall be the safety of employees and other persons legitimately on site, the qualifications and the level of skill and competence of the employee involved.

An employee who is required by the Company to do work carrying a lower rate than his/her ordinary salary level shall suffer no reduction in pay in consequence thereof.

17. Pay For Productivity

The Pay for Productivity Scheme represents the best endeavours of both the parties to reduce manufacturing costs and share in the corresponding savings by achieving agreed goals outlined in the "Pay for Productivity Scheme - Consent Award 2003" document, which is held by the Company and the National Union of Workers.

The Pay for Productivity Scheme has evolved with the aim of developing initiatives that should benefit both the Company and its employees covered by this Award.

The parties agree to monitor the processes and outcomes of the Pay for Productivity Scheme towards these benefits. The parties further agree that the Pay for Productivity Scheme will be reviewed on an ongoing basis. The continuation of the Pay for Productivity Scheme in any subsequent Award can only be with the mutual agreement of both parties. The outcomes of the Pay for Productivity Scheme agreed by the parties will be a contributing factor to any future pay increases of employees covered by the Award.

18. Hours

- (a) Shift hours will consist of two shifts of twelve (12) hours duration, one day shift and one night shift.
- (b) Actual hours worked shall average 42 hours per week.
- (c) Day shift shall commence at 7:00am. Night Shift shall commence at 7:00pm. These times may be altered by mutual agreement between the Company and the Union.
- (d) To ensure that operational matters existing at the shift-changeover times are communicated effectively to the oncoming shift, work teams shall decide on a shift changeover procedure, in consultation with the Manufacturing Development Manager.
- (e) The shift rosters to be worked are as follows:

Day Shift

Week	Mon	Tues	Wed	Thur	Fri	Sat	Sun
1	On	-	-	On	On	-	-
2	-	On	On	-	-	On	On

Night Shift

Week	Mon	Tues	Wed	Thur	Fri	Sat	Sun
1	On	On	On	On	-	-	-
2	-	On	On	On	On	-	-
3	-	-	On	On	On	On	-
4	-	-	-	On	On	On	On

5	-	-	-	-	On	On	On
6	On	-	-	-	-	On	On
7	On	On	-	-	-	-	On
8	On	On	On	-	-	-	-

19. Shift Work Definitions

"Day Shift" means a shift of twelve (12) hours duration, commencing at 7:00am and concluding at 7:00pm.

"Night Shift" means a shift of twelve (12) hours duration, commencing at 7:00pm and concluding at 7:00am.

"Shift hours" means twelve (12) hour shifts worked on an average of 42 hours weekly, paid as 38 hours of ordinary time plus four (4) hours at double time and one half (2½). Employees will receive a minimum twelve (12) hour break between shifts.

"Crew" means: Crew A and B are the two day shift crews, C and D are the two night shift crews.

20. Shift Allowance

The annual salaries for employees covered by this Award shall attract the following shift allowances:

Day Shift	6.0 %
Night Shift	29.5 %

21. Shift Transfer Procedure

For shift transfers the following basis shall apply:

- (a) All vacancies will be internally advertised.
- (b) The advertisement will include the system requirements for the position to be filled and state the need for training for the successful applicant.
- (c) All applications must be in writing to the shift Facilitator or MDM, with a copy to be retained by the applicant.
- (d) Selection will be based on the following criteria:
 - I. First preference will be given to employees within the system in which the vacancy occurs.
 - II. Where two or more employees who satisfy (I) above apply, the employee with the greatest length of continuous service will be chosen.
 - III. If there is no candidate from the system, second preference will then be given to an employee from another system.
 - IV. Of these candidates, length of continuous Kellogg service will determine who gets transferred.
 - V. Should there be no suitable applicants from within, the job may be advertised externally.
- (e) All unsuccessful candidates shall be duly notified and shall have the right to re-apply for future vacancies.
- (f) If an employee elects to transfer to a job in another system, then:
 - I. He / she will continue to be paid at the same rate of pay, but will be obligated to undertake all the required training, in line with the Training Policy.

- II. When his/her prior system accreditations are in excess of the training requirements of the new position, the excess system accreditations will remain on the employee's record of accreditations, but not used until such time as one of those excess system accreditations is required by the Company to be used.
 - III. When his/her prior system accreditations excess to the requirements of the new position are required to be used by the Company, the employee will be immediately reclassified.
- (g) The Company requires that before a person can be transferred there must be a trained replacement for the transferee. This means that although the employee will fill the vacancy, there may be a delay in the transfer process if training of his/her replacement is needed. Transfer will occur within a maximum period of six weeks after a replacement is recruited and has commenced work.
 - (h) In cases where as a result of a redundancy, resignation, retirement, dismissal, death or total and permanent disablement there is an imbalance on a shift or a crew and no one volunteers to fill the vacancy, the junior employee on the roster and crew with excess employees (based on length of continuous Kellogg service) will be required to fill the vacancy.
 - I. This employee will continue to be paid at the same rate of pay, but will be obligated to undertake the required training in line with the Training Policy and will be paid two (2) weeks pay in compensation for the inconvenience.
 - II. This employee will maintain his/her accreditations prior to the transfer and, where they are in excess of the training requirements of the new position, the employee will be immediately reclassified to a Level Four (4) Operator.
 - (i) When an employee is required to temporarily change from one rostered shift to another he/she shall be given at least five (5) calendar days notice of such change, or shall be paid at overtime rates for all time worked by him/her after such change until the expiration of five (5) calendar days notice.
 - (j) If an employee needs to change shift or crew due to personal problems or hardship for a limited time, he/she may do so, provided the following criteria is complied with:
 - I. He/she finds someone with the same skills to swap with.
 - II. The change is for a maximum of three (3) months, however, this period may be extended subject to the agreement of both employees, the Facilitators and MDM's.
 - III. The person may only change shifts once in any twelve (12) month period.
 - IV. It must be with the consent of the Facilitators and MDM's of both rosters.
 - (k) If a Level 5 Operator is successful in his / her application for a voluntary shift transfer to a shift or crew where that Operator's Level 5 competencies are not required then:
 - (I) The Level 5 Operator will be reclassified to a Level 4 Operator and the corresponding salary will apply.
 - (II) When instructed to utilise all or part of his/her Level 5 competencies on the shift or crew to which he/she has transferred to, he/she will be immediately reclassified to a Level 5 Operator and the corresponding salary will apply.

22. Salary and Payment of Salary

- (a) Salaries shall be paid at fortnightly intervals.
- (b) The annual salary shall be increased by 4.70% as from the commencement of the first full pay period on or after 24 November 2003. On the first pay day following the approval of the Award by the Industrial Relations Commission of New South Wales, each employee covered by the Award shall receive a gross

payment of \$1,000. From the commencement of the first full pay period on or after 24 November 2004, the annual salary shall be increased by a further 4.70%. From the commencement of the first full pay period on or after 24 November 2005, the annual salary shall be increased by a further 4.70%.

- (c) The annual salary shall include an amount of two thousand nine hundred and two dollars and seventy three cents (\$2,902.73), representing the former roll in factor under the Kellogg (Aust) Pty Ltd Botany (NUW) Consent Award 1996.
- (d) Salaries shall be paid by Electronic Funds Transfer (EFT).
- (e) Upon termination of employment, salary due to an employee shall be paid by the following working day.
- (f) The Company may deduct from salary due to an employee such amounts as are authorised in writing by the employee.
- (g) A record of annual salaries, including overtime rates, is held by the Company and the National Union of Workers.
- (h) The Company will make representation to the appropriate bank if, for any reason, the EFT payment into the employee's account is delayed.

23. Meal Breaks

Meal breaks shall consist of three (3) breaks of thirty (30) minutes each and shall occur over two (2) hour periods extending over the second and third hour, the fifth and sixth hour, and the ninth and tenth hour and shall be arranged by the Team, and shall include time for movement between the canteen and work assignment always ensuring that coverage is provided. It is accepted by the parties to this Award that during official meal breaks only, which are to be taken in the Company canteen, employees are entitled to avail themselves of "power naps".

24. Meal Allowance

An untaxed meal allowance of \$66.71 per fortnight will be paid to each employee. This allowance shall be indexed to price changes in the Company canteen. The Company will provide notification of price changes to the Consultative Committee prior to the changes becoming effective.

25. Absence from Duty

When intending to be absent from duty, the employee will telephone the following numbers at least one (1) hour prior to commencement of his / her shift,

Processing	(02) 9384-7690
Packing/Materials	(02) 9384-7691

and provide the following information:

- (a) Name
- (b) Bundy number
- (c) Roster
- (d) Reason for absence
- (e) Expected date of return

Upon returning to work at the commencement of a new calendar year, the Company will issue each employee with a calendar detailing the absence reporting procedure.

Failure to notify the Company of any intended absence at least fifty-five (55) minutes prior to the commencement of the shift will result in the application of the Employee Counselling and Corrective Guidance Procedure, unless a satisfactory explanation is provided.

In the case of an un-notified absence the Company will endeavour to contact the employee and, in this regard, will seek assistance from the Union delegate.

If the employee remains absent for three (3) consecutive days, without advising the reasons to the Company, and attempts by the Company to contact the employee have been unsuccessful, then the employee will be deemed to have abandoned his / her employment and the employment may be terminated.

26. Coverage of Absences

The Facilitator will arrange to cover any short-term absence in their areas.

Coverage of such short-term absences shall be arranged by:

- I. Utilising surplus employees.
- II. Reassignment of qualified employees on shift.
- III. Use of casuals in functions identified at Clause 13(k) of this Award.
- IV. Use of casuals to replace, on a one-for-one basis, employees absent claiming workers' compensation for a full twelve (12) hour shift, and as otherwise provided for under this Award.
- V. Utilising employees from the voluntary overtime roster. *
- VI. Use of casuals in the performance of other work covered by this Award.

*** Voluntary Overtime Roster**

- I. Before commencing a period during which the employee is rostered off work, he/she will have the opportunity to register their availability for overtime for such period.
- II. Should the employee be required to work overtime, he/she will be contacted by the Facilitator. If contact is not made, the overtime opportunity will be offered to the next employee listed on the roster. It is accepted that employees should report for work as soon as possible, but certainly within two (2) hours after contact has been made.
- III. Employees who refuse to come in on two (2) occasions will not be eligible for overtime opportunities for a one (1) month period.
- IV. At the time of contacting the employee, the Facilitator will inform the employee of the duration of the overtime being offered (minimum eight (8) hours), and the employee will be required to work for that period of time.
- V. Employees working overtime will have the option of either,
 - (a) being paid for all overtime worked at the overtime rate, or,
 - (b) having the number of hours of overtime worked "banked" at the time, and taken as leave during plant shutdown periods.
- VI. Individual employees will be limited to two (2) overtime shifts per fortnight. Employees cannot work more than five (5) shifts in a row.

27. Absence from the Worksite

If it is necessary for an employee to depart from the worksite for any reason during a working shift, then he/she must, prior to departure:

- (a) Contact his/her Facilitator in conjunction with his/her team.
- (b) Bundy off time clock.
- (c) Change out of uniform.
- (d) Notify Security when leaving the site as well as his/her Facilitator in conjunction with his/her team.

When the employee returns to the worksite he/she must:

- (a) Notify Security upon return to site.
- (b) Change into uniform.
- (c) Bundy on.
- (d) Contact his/her Facilitator/Team to advise of return.

While it is understood that in an emergency it may be necessary for parts of this procedure to be suspended, every effort will be made to contact the Facilitator/Team, and in any event, the absence must be reported to Security, who in turn shall notify the Facilitator.

If an employee does not follow the above procedure, the Employee Counselling and Corrective Guidance Procedure shall apply.

28. Absence/Lateness/Leaving Early

Introduction

The Company expects employees, and employees commit themselves, to report for duty as scheduled, so as to operate the Plant in the most efficient manner, provide work continuation and ensure that the workload is fairly distributed amongst all employees.

- (a) For the purpose of this clause, absenteeism is defined as any unpaid time, which has not been approved previously by the Company.
- (b)
 - I. An employee shall be responsible for notifying his/her Facilitator of any inability to attend for duty at least one (1) hour prior to the scheduled commencement of his/her shift, or otherwise in accordance with clause 26 of this Award.
 - II. An employee shall also be responsible for notifying his/her Facilitator of any anticipated lateness for duty, wherever practicable, prior to the scheduled commencement of the shift.
- (c) In the event of an anticipated inability to attend for duty, employees shall have the flexibility to provide coverage for each other by swapping shifts with another employee from another Roster, provided that the substitute employee has the same skills, and, provided further, that no employee shall be permitted to work more than five (5) shifts in a row. Such shifts swaps must be approved in conjunction with the relevant Facilitator/MDM.
- (d) In the event of anticipated lateness, employees shall have the flexibility to provide coverage for a maximum of one (1) hour, by swapping with another employee from another roster. Where coverage is provided under these circumstances, the twelve (12) hour break between shifts will not apply.

Such arrangements shall be approved by the appropriate Facilitator. No overtime will accrue for the employee staying the additional period.

- (e) Employees in (c) or (d) who do not report for duty at the amended day or time, and substitute employees who undertake the relief duty, and do not attend for the full shift (as in (c)), or until relieved (as in (d)), shall be subject to the Employee Counselling and Corrective Guidance Procedure.
- (f) Except in unforeseen circumstances, approval will not be granted for employees to leave work earlier than their normal finishing time, unless approved by the team members in conjunction with the Facilitator and coverage is provided by such team members.
- (g) In the event of absences, where an employee is absent and has exhausted his/her sick leave entitlement, such employee will progress one step of the Employee Counselling and Corrective Guidance Procedure for each shift on which they are absent. In cases of employees being subject to this clause for being absent without pay, having exhausted their entitlements to sick leave, step three (3) will be the final counselling step, with step four (4) being dismissal. In cases of unauthorised leave without pay, no probationary period for counselling steps shall apply between anniversary dates. No employee shall be terminated as a result of this clause where they use their sick leave via the carers leave entitlement in accordance with this Award, or experience a serious and long term illness (as defined by Clause 33.C.(a) of the Award) resulting in their disablement for periods in excess of sick leave accruals.
- (h) An employee who, over a period of six (6) successive months, either arrives more than thirty (30) minutes late, or leaves early on three (3) occasions shall be subject to the Employee Counselling and Corrective Guidance Procedure. Such lateness will be covered by the remaining team members.
- (i) Pay will be deducted for unauthorised lateness or early departure in fifteen (15) minute (i.e., 1/4 hour) increments.

29. Attendance at Communication/Training Programs

The parties agree that employees may be required to attend communication/training programs from time to time which will occur off-shift.

Subject to the following, attendance at the annual communication meeting will be compulsory, whilst attendance at off-shift training programs will be compulsory for up to forty (40) hours per twelve (12) months for all employees. Attendance at off shift training programs in excess of forty (40) hours per twelve (12) months will be voluntary. The Company will not schedule off-shift training on Saturdays and Sundays. Payment for attendance will be made at the overtime rate.

Where Training or communication commitments require an employee to attend sessions off their normal rostered working shift the company commits to -

- (a) Provide the employee with seven (7) days notice either personally in writing or via notice boards.
- (b) Structure Training/communication sessions to be of no more than eight (8) hours and no less than four (4) hours duration each day.

30. Safe Close Down of Processes

The Union agrees that, where, a stoppage of work takes place, it will ensure that all necessary steps shall be taken to safely close down all processes without loss or damage to food or production equipment.

Pay will be suspended for all employees from the time the Union notifies the Company of a stoppage of work, however, employees who assist in the safe close down of processes will be paid for all hours worked at their regular rates.

31. Annual Leave/Public Holidays

- (a) Annual leave shall consist of seventeen (17) shifts.

- (b) Payment for annual leave shall be calculated in accordance with the annual salary level for the employee concerned, and shall include shift allowance. In addition, from the commencement of the first pay period following the date of certification of this Award, the Annual Leave loading payment shall be paid at the rate of fifty dollars (\$50.00) per shift. This Annual Leave loading payment shall be further increased in line with additional salary increases detailed at Clause 22 of this Award.
- (c) An employee covered by this Award shall be entitled, without loss of pay, to all days listed below, to be taken on the day upon which the holiday actually occurs.

Holiday	Date	Holiday	Date
New Year's Day	1 January	Anzac Day	25 April
Australia Day	26 January	Queen's Birthday	
Good Friday		Labour Day	
Easter Saturday		Christmas Day	25 December
Easter Sunday		Boxing Day	26 December

- (d) The Company shall have the right to determine whether or not to operate on any of these days, and if deciding to operate the extent of operation. For employees, working these days will be on a voluntary basis whether rostered on or off. Seven days prior to the day the Company will post its intent to either operate the plant or to shut down for the period. If the plant is to operate, a work schedule and sign-up list for volunteers will be posted. First priority will be given to the crew that would be rostered on for the Public Holiday and then to the other crews based on qualifications, skills and competencies required. All the time worked on the abovementioned days will be paid at Overtime rates.
- (e) For the purposes of calculating overtime payments for employees volunteering to work night shift on a Public Holiday, the "Public Holiday Shift" shall be the shift which commences at 7.00pm on the day of the Public Holiday, e.g., for Australia Day, the Public Holiday shift for night shift employees will be the shift which commences on the evening of 26 January.
- (f) The night shift which commences at 7.00pm on the day preceding the Public Holidays nominated at sub-clause (d) above, will be a compulsory shift of twelve hours duration. For those employees working on this shift, the hours worked between midnight and 7.00am will be paid at the overtime rate.
- (g) In cases where the Company decides to run production through the night shift "Public Holiday Shift" nominated at sub-clause (f) above, and an employee elects not to work the "Public Holiday Shift", after having worked the night shift immediately prior, the seven (7) hours between midnight and 7.00am will be paid at the normal salary, inclusive of shift allowance.

32. Annual Leave and Long Service Leave Rostering

Work teams shall be responsible for the management of Annual and Long Service Leave within their area, in consultation with the Facilitator and, where necessary, the Manufacturing Development Manager. The total number of employees on Annual Leave and Long Service Leave shall generally be restricted to five (5) employees on each crew at any one time, unless approved in advance by the Manufacturing Development Manager. It is recognised that, generally, a maximum of two (2) employees in Packing / Materials and three (3) employees in Processing will be on annual leave at any one time.

Applications for Annual Leave and Long Service Leave in excess of the five (5) employees per crew allowable limit may be approved on the basis that the employee taking the leave is able to be replaced for the period of leave by utilising casual labour. In such cases, notwithstanding the provisions of Clause 13 of this Award, casual labour may be utilised prior to the offering of overtime to permanent employees.

Employees must give the Company two (2) weeks notice of their Annual Leave and Long Service Leave plans, and, where the employee has insufficient Annual Leave accrued, he/she may apply for Long Service Leave for the remainder of the period of leave requested.

The Company recognises that unforeseen circumstances may arise where unplanned Annual Leave may be required during the year. In such circumstances, application is to be made to the Manufacturing Development Manager for approval.

Disputes arising shall be determined by the Production Manager and the appropriate Union Delegate.

33. Sick Leave

A. Annual Entitlement

An employee who is absent from his/her work on account of personal illness, shall be entitled to leave of absence, without deduction of ordinary pay inclusive of shift allowance, of up to ten (10) shifts per annum subject to the following conditions and limitations. The employee is required to notify the intended absence one (1) hour prior to the commencement of shift.

B. Entitlement Conditions

- (a) An employee will inform the Company as early as possible before the start of his/her regular shift, of his/her inability to attend for duty and as far as practicable the estimated duration of the absence. Where an employee fails to notify the Company prior to the commencement of shift, without satisfactory explanation, he/she will lose claim to sick leave for the whole of such absence.
- (b) He/she shall prove to the satisfaction of the Company that he/she was unable on account of such illness or injury, to attend for duty on the day or days for which sick leave is claimed. The Company will require a medical certificate from a qualified Medical Practitioner for more than one (1) consecutive shift absent, but at its discretion may accept a Statutory Declaration.
- (c) Sick leave shall accumulate from year to year in accordance with the provisions of section 26(1)(b) of the New South Wales *Industrial Relations Act* 1996.

C. Extended Sick Leave Provisions And Conditions

The Company is committed to the promotion of both the health and welfare of all its employees through education, training and the provision of modern health care facilities.

It is recognised however, that in some cases employees may experience serious and long-term illnesses resulting in their disablement for periods in excess of the reasonable sick leave accruals.

The conditions for Company approval of an extended sick leave application are as follows:

- (a) The illness or disability to which the benefit will apply shall be one resulting in incapacity for a period of at least four weeks. The benefit shall not apply to any injury or disability which may be subject to a workers' compensation claim, nor shall it apply in respect of any disability resulting in any claim for worker's compensation irrespective of whether or not liability for the claim has been accepted or otherwise.
- (b) In accordance with the Extended Sick Leave Benefit and subject to the approval of the Human Resources Director or Human Resources Manager, an employee will be entitled to the maintenance of his/her actual salary, exclusive of shift allowance, during illness up to a maximum period of thirteen (13) weeks in respect of any one period of illness or disablement. The operation of this sub-clause shall be subject to ongoing monitoring by the Company during the absence from duty. Any extension beyond thirteen (13) weeks shall be at the absolute discretion of the Human Resources Director.
- (c) Application for assistance under this Policy may be made by an employee after a continuous absence of at least twenty-one (21) calendar days.

- (d) Provided that the incapacity or disability extends beyond four weeks:
 - I. the benefit will become effective immediately after using twelve (12) shifts of accrued sick leave or
 - II. in the case of insufficient sick leave accruals, an applicant shall be required to wait for up to twelve (12) shifts without sick pay to qualify for the benefit. Applicants are entitled to apply for annual leave or long service leave to cover the shortfall in sick leave accruals.
- (e) All applications shall be accompanied by supporting medical evidence.
- (f) It is a condition of the Policy that if any beneficiary under this Policy receives any lump sum settlement in the form of damages from any Third Party or which may result from other civil action in respect of the injury or incapacity for which a Benefit has been paid under the Policy the beneficiary shall reimburse the Company the value of the benefit so received.

34. Employee Counselling and Corrective Guidance Procedure

The role of counselling and discipline in the workplace should be corrective in nature. Discipline is aimed at obtaining compliance with the Company's "Guidelines for Conduct " (see Annexure B).

The following procedure, which shall be used for all cases other than those warranting summary dismissal, is designed to encourage and improve good work practices, performance and individual conduct. The procedures also prescribe steps for guidance, and, in appropriate cases, taking disciplinary action.

The Objectives

- (a) To encourage and improve good work practices, performances and individual conduct.
- (b) To ensure that all matters relating to employee and management conduct are investigated properly, considered reasonably and are dealt with promptly and fairly.
- (c) To ensure that every consideration has been given to correcting unsatisfactory performance or conduct.
- (d) To ensure that, other than in cases of serious misconduct, severe disciplinary action is taken only as a last resort, following appropriate counselling and after formal warnings have been given.

Responsibilities:

- (a) This procedure is to be observed by Facilitators and Managers at all levels. It is management's responsibility to make available and known to all employees as appropriate, the standard terms and conditions of their employment, and all rules and regulations relating to their work. Employees for their part are required to familiarise themselves with these documents and to comply with the prescribed Company rules and statutory regulations.
- (b) Infringements of rules will be dealt with on an individual basis, and where appropriate, mitigating circumstances will be taken into account.

The Procedure:

The employee shall be offered the opportunity to have the Delegate present at all steps of this procedure, and the Organiser, if desired by the employee, at the issuing of final warnings and dismissals.

Step 1: Counselling (probationary period three (3) months)

This shall consist of a verbal warning recorded as a record of interview on the employee's file and counselling of the employee, so that the employee understands the need for improvement in his/her behaviour or performance. The interview shall be attended by the Employee, Facilitator, and, if requested the Delegate.

Step 2: Reprimand (probationary period four (4) months)

On a second disciplinary occurrence, occurring prior to the expiry of the probationary period set out in Step 1 above, a written warning will be issued to the employee with a copy being placed upon the employee's file.

The counselling shall impress upon the employee, the seriousness with which the Company views the offending behaviour and the interview shall be attended by the Employee, the Facilitator, the Manufacturing Development Manager and, if requested, the Delegate.

Step 3: Severe reprimand (probationary period six (6) months)

On a third disciplinary occurrence a further written warning shall be issued, a copy of which shall be placed on the employee's file. Again, the counselling shall impress upon the employee the seriousness with which the Company views the offending behaviour.

This interview shall be attended by the Employee, the Facilitator, the Manufacturing Development Manager, or nominated representative and, if requested, the Delegate.

Step 4: Final Warning (up to three week suspension without pay and a twelve (12) month probationary period)

Should the offending behaviour/performance continue beyond Step 1, 2 and 3, the employee shall be given a written final warning with a copy to the employee's file. The final warning shall indicate clearly to the employee that any further transgression will result in dismissal. This interview shall be attended by the Employee, the Facilitator, the Manufacturing Development Manager, the Production Manager, the Human Resources Manager or his/her delegated representative and, if requested, the Delegate. The Delegate shall be given the opportunity to contact the Union Organiser and secure his/her attendance, should this be requested by the Employee.

Step 5: Dismissal

If Steps 1 - 4 are unsuccessful in bringing about the behavioural change or performance improvement required the Company may dismiss the employee.

Should dismissal be necessary, the action shall involve the Manufacturing Development Manager, the Delegate, the Human Resources Manager or his/her delegated representative, the Plant Manager and, if requested, the Union Organiser.

- I. The employee shall be stood down on pay, while the matter giving rise to the decision to dismiss is reviewed between the Facilitator, the Manufacturing Development Manager, the Production Manager or Plant Manager and the Human Resources Manager or his/her delegated representative. During the process the decision to dismiss will be thoroughly reviewed to ensure that all steps have been correctly followed.
- II. The employee shall be called in, on pay, and invited, within a private office and in company with the Delegate, and, if requested, the Union Organiser, to explain the behaviour complained of and asked to explain why dismissal should not proceed.
- III. If, following this procedure, a response satisfactory to the Facilitator, Manufacturing Development Manager and Human Resources Manager or their delegated representative, is not given, and the decision to dismiss the employee is confirmed, then the necessary steps will be taken by the Human Resources Manager or their delegated representative, to conclude necessary actions to effect payments, certificates, etc, for the employee concerned, as required by this Award.

General

Where a serious default in behaviour/performance occurs, but is deemed by the Company not to warrant summary dismissal, the Company may commence action under the clause, at the step which it (the Company) considers appropriate to the seriousness of the offending behaviour/performance. Warnings shall be issued in formal surroundings and shall follow full examination of the alleged misconduct. The employee shall have full opportunity to respond to any allegations made prior to any warnings being issued under this clause. Each written warning shall outline the nature of the unsatisfactory behaviour or performance.

Warnings shall be issued under the procedure for offences as identified within the "Guidelines for Conduct" (see Annexure B).

The Employee Counselling and Corrective Guidance Procedure does not apply in cases warranting summary dismissal.

35. Grievance/Disputes Procedure

The parties to the Award shall seek to eliminate disputes and grievances, which result in conflict as quickly as possible and to each party's satisfaction.

The aim of the procedure is to resolve issues in consultation and negotiation and at the closest possible point to where they occur. All parties are committed to maximising the internal settlement of disputes on the basis of the facts of the matter.

Any dispute involving Safety will be immediately referred to the Production Manager or Plant Manager and Occupational Health and Safety Manager for resolution. Work on other jobs will continue pending settlement of the issue. If the matter remains unresolved and continues in dispute advice will be sought from the Union Safety Officer and the WorkCover Authority.

The advice from the WorkCover Authority will be binding on both the Company and Union.

During a dispute the status quo, (i.e., the situation which existed immediately prior to the matter giving rise to the dispute) shall remain. Work will proceed without stoppage, or the imposition of any ban, limitation or restriction while the matters in dispute are being dealt with in accordance with the following steps:

Step 1

Discussions shall occur between the employee(s), Delegate, the appropriate Facilitator and when available, the Manufacturing Development Manager to attempt to settle the matter at this level.

Step 2

If unresolved, discussions shall occur between the employee(s), Delegate, the appropriate Facilitator, the Manufacturing Development Manager and the Production Manager or Plant Manager.

Step 3

If unresolved, the issue shall be referred to the Consultative Committee and Management Group for resolution. This step will require the involvement of the relevant union official. Should the relevant union official be unavailable within 48 hours (excluding weekends) of his/her attendance being requested, either party may proceed to step 4 of this procedure.

Step 4

If the matter is not resolved to the satisfaction of either party, and, the discussion and negotiation steps are exhausted the parties may refer the matter to the Industrial Relations Commission of New South Wales for conciliation or interpretation and, if necessary, arbitration.

36. Anti-Discrimination

- (1) It is the intention of the parties bound by this Award to seek to achieve the object in section 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 award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award 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 of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act* 1977, 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 exempted 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 section 56(d) of the *Anti-Discrimination Act* 1977;
 - (d) a party to this award 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 legislation referred to in this clause.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act* 1977 provides:

"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

37. Summary Dismissal

- (a) If an employee is guilty of conduct or behaviour which warrants summary dismissal the Company shall not be required to either give notice or to make a payment in lieu thereof.
- (b) Without limiting the Company's rights, examples of such conduct or behaviour may be the commission of a criminal act against the Company, its employees, contractors or clients, refusal of duty, serious and wilful breaches of the Company's safety policy and/or the provisions of the Occupational Health and Safety legislation, deliberately sleeping on duty, except as provided for in clause 23 of this Award, fighting or sparring, the taking of alcohol or a prohibited substance while on duty, or, being under the influence of alcohol or a prohibited substance while on duty, vandalism, theft or engaging in other employment, without prior approval, whilst rostered on for duty.
- (c) If an employee becomes subject to the provisions of this clause, he/she shall be suspended on pay immediately to allow examination of the matter.

The Facilitator or Manufacturing Development Manager shall immediately notify the Human Resources Manager or his/her delegated representative, who will conduct an inquiry, with the Delegate and, if necessary, the Organiser.

The suspended employee shall be given an opportunity to respond to any allegations made, after due consideration by him/her, however, if no mitigating circumstances are shown to exist, the employee's employment will be terminated.

38. Certificate of Service

An employee, on termination of employment, will be given a certificate of service by the Company stating the period of service and the nature of employment. A separate certificate shall be provided showing training accomplished during the period of employment.

39. Consultative Committee and on-Site Union Activity

The Company agrees to continue to recognise the Union Consultative Committee and the on-site Delegates as the primary unit in day to day Company/Employee relations.

- (a) The Union shall provide the Company with a list of accredited Delegates and Co-Delegates duly elected. Such persons shall be allowed a reasonable amount of time during work hours, provided that the delegate's job is covered by the team, to interview members and management on matters affecting employees represented by the Union.
- (b) The Consultative Committee will elect a Chairman from within its ranks.
- (c) The Company will provide and maintain lockable notice boards for the display of Union notices signed or countersigned by accredited Union representatives.
- (d) A meeting room of acceptable standards will be provided to allow the Consultative Committee to meet, or Delegates to interview an official of the Union on legitimate Union business.
- (e) Paid time-off will be allowed in respect of Delegates attending Company approved accredited Union training Programs. Such leave will only be allowed by mutual agreement with the Company.
- (f) Paid time-off will be allowed in respect of Delegates who are rostered to work at times which coincide with the quarterly NUW conferences. Delegates rostered to work the day shift commencing at 7.00am on the day of the conference, and the night shift commencing at 7.00pm on the evening following the conference, will be entitled to be absent from work for the full twelve (12) hour shift without loss of pay. The Company shall have the right to cover the attending Delegate's position through the utilisation of casual labour in the performance of any work covered by this Award, prior to the offering of overtime to permanent employees.
- (g) A general meeting of all employees who are members of the National Union of Workers may be held at a mutually agreed time, and those employees who attend the meeting will be paid at the ordinary rate, exclusive of shift allowance, for the duration of the meeting.
- (h) For the purposes of this Award, the Consultative Committee shall consist of six (6) Delegates comprising the following: one (1) from each crew, plus one (1) Delegate from the Processing department and one (1) Delegate from the Packaging department.
- (i) Consultative Committee meetings shall be held monthly unless an urgent issue arises.
- (j) When a Delegate is scheduled to attend a meeting of the Consultative Committee in a period when the Delegate is not rostered to attend duty, the Delegate shall receive payment at the overtime rate while in attendance at such Consultative Committee meeting.
- (k) Where proceedings, involving the Company and the National Union of Workers, relating to disputes at the Botany site or alleged unfair dismissals, are scheduled before the Industrial Relations Commission

of New South Wales, payment will be made for one Delegate for attendance during such proceedings. A delegate who is normally rostered to work during the scheduled proceeding will be paid at the ordinary rate, inclusive of shift allowance, for attendance during such proceedings and a delegate who is not normally rostered to work during the scheduled proceedings will be paid at the ordinary rate, exclusive of shift allowance, for attendance during such proceedings.

The Delegate who is to be paid for his/her attendance in such circumstances shall be determined by the Union prior to the proceedings. In such circumstances, the Company shall have the right to cover the attending Delegate's position through the utilisation of casual labour in the performance of any work covered by this Award, prior to the offering of overtime to permanent employees.

The minimum payment for Delegates attending Industrial Relations Commission proceedings will be two hours. In the case of a night shift Delegate who attends such proceedings, and is rostered to attend for work on the evening of the day of the proceedings, the following provisions shall apply:

- I. In cases where the duration of the proceedings is two (2) hours or less, the Delegate shall be required to report for work at 9.00pm, without loss of pay, inclusive of shift allowance.
- II. In cases where the duration of the proceedings extends beyond two hours, the Delegate shall have the following options:
 - (a) be paid for the duration of the proceedings and take paid time off work for a number of hours equivalent to the duration of the proceedings, or,
 - (b) take a twelve (12) hour break commencing at the completion of the proceedings, without loss of pay, inclusive of shift allowance. When this option is exercised, the time spent in attendance at the proceedings will be unpaid. Should the Delegate choose not to attend work following the twelve (12) hour break, the time between the completion of the twelve (12) hour break and the usual shift finishing time will be unpaid.
- (l) In circumstances where appropriate coverage for the attending Delegate cannot be secured through the utilisation of casual labour, the Delegate attending shall ensure that appropriate shift coverage is available, so that manning levels can be maintained. Employees providing coverage in these circumstances will be paid at the overtime rate for all time worked.
- (m) In order that membership of the National Union of Workers might be positively promoted, accredited Delegates, as nominated by the National Union of Workers, shall be given the opportunity to address new permanent employees during the induction period. The Delegate(s) will provide all new permanent employees with application forms to join the Union.

40. Voluntary Redundancy Policy

A. Introduction

The Company realises that the business environment will continue to change. This change may lead to job displacements. At all times the Company will work with the Consultative Committee to ensure that employment opportunities match the business needs.

Consistent with the Employment Security Policy, it is the intention of the Company to afford all employees affected by the introduction of new technology or changed work methods, the requisite training in order to undertake alternative employment within the Plant.

Where special circumstances exist which warrant the implementation of voluntary redundancy, then, provided agreement is reached between the individual employee and the Company, voluntary redundancy may be implemented.

B. Crewing Reductions

If there are any agreed redundancies available, a notice will be posted on the notice board and interested employees can apply to the Human Resources Manager or his/her delegated representative. The redundancies will be offered based on the following criteria -

- (i) Redundancies will be offered on a crew by crew basis, to ensure manning levels are maintained.
- (ii) The employee within the roster affected, regularly operating the equipment where the crew reduction is to take place, with the greatest length of continuous service, will be offered the redundancy opportunity first.
- (iii) If there are no employees in the roster and crew affected who are interested in taking a redundancy opportunity, then that redundancy opportunity may be transferred to another area of the plant.

C. Transfer Of Employment

Employees, whose existing jobs have become redundant and are transferred to another job, or roster, will be found work at the same annual salary. If necessary, retraining will be provided to all employees affected and will be mandatory.

Before an employee can leave the Company upon being made redundant the Manufacturing Development Manager shall be satisfied that an adequate skills base exists amongst the remaining employees, so that the operation of the plant can be continued effectively.

The Company accepts that, in providing employment opportunities to people affected by work changes, surplus people may be employed over and above the manning levels for the crew. It is understood that, in these circumstances, should an employee leave from such crew, the surplus employee will not be replaced.

D. Non-Payment Of Redundancy Pay

Redundancy payments shall not apply in the following circumstances:

- (a) An employee who voluntarily resigns or retires.
- (b) An employee who is dismissed because of misconduct, whether in accordance with the provisions of Clause 37, Summary Dismissal, or the provisions of Clause 34, the Employee Counselling and Corrective Guidance Procedure.

E. Redundancy Entitlements

Severance pay will consist of six (6) weeks pay plus four (4) weeks for each year of service. This shall be calculated at the annual salary, including the shift allowance.

Redundancy pay will be calculated on a pro-rata basis relating to the salary level held by the employee prior to redundancy, in addition to any statutory payments included in sub-clause F following.

F. Award Entitlements

- (a) Long Service Leave will be paid to employees with a minimum of five (5) years service and in accordance with the *NSW Long Service Leave Act 1955*. Payment for Long Service accrued prior to the date of certification of this Award shall exclude shift allowance. Payment for Long Service Leave accrued from the date of certification of this Award shall include shift allowance.
- (b) Accumulated annual leave will be paid out in accordance with this Award, and shall include shift allowance.

G. Employee Death

Should an employee, having accepted a voluntary redundancy, die before the agreed date of termination, all benefits relating to an entitlement under this Award will be paid to his/her estate.

H. No Re-Employment

Individuals who accept redundancy will not be re-employed by the Company within the period of redundancy entitlement from sub-clause E. Re-employment will be at the absolute discretion of the Company.

41. Long Service Leave

Long Service Leave shall be in accordance with the provisions of the *Long Service Leave Act 1955* (NSW) as amended, except where otherwise agreed within this Award.

The taking of Long Service Leave shall be determined within each team in conjunction with the Facilitator. Disputes arising shall be determined by the Manufacturing Development Manager and Union Delegate.

In addition to any benefits/conditions as laid down in the Act, permanent employees who leave the Company between their fifth and tenth year of service for reasons other than dismissal, shall be paid their accumulated entitlement.

Payment for Long Service Leave accrued prior to the date of certification of this Award shall exclude shift allowance. Payment for Long Service Leave accrued from the date of certification of this Award shall include shift allowance.

42. Parental Leave

Chapter 2, Pt 4 of the *Industrial Relations Act 1996* provides minimum maternity leave entitlements for New South Wales employees. Specific requirements relating to Kellogg (Aust) Pty Ltd are as set out in the Company Leave Policy effective 30 October 1999, section 5.3. The provision covers maternity leave, paternity leave and adoption leave.

In addition to the provisions set out above:

- (a) An employee eligible for maternity leave who has given appropriate advice and notification to the Company and has requested a period of leave (minimum six weeks and maximum of 52 weeks inclusive of annual or long service entitlement) will be paid at normal rate and appropriate shift allowance for a period of eight weeks covering two weeks before and six weeks after the estimated date of birth.
- (b) Fathers are entitled to paid parental leave for 4 x 12 hour consecutive shifts to be taken within two weeks of the birth of their child. Medical evidence attached to the Kellogg Leave form confirming the actual date of delivery of the child will be required to receive this payment.
- (c) If an employee does not qualify for maternity leave due to less than 12 months continuous service then they will be entitled to "special maternity leave". Any such leave shall be unpaid. For each month of service they will be entitled to one month's special maternity leave, up to a maximum of 11 months. The minimum leave entitlement for "special maternity leave" is 3 months.
- (d) If during the course of pregnancy it is inadvisable for the employee to continue doing her present work the employee shall be transferred to a safe job if certain conditions are satisfied as follows:
 - a medical practitioner's opinion supports the transfer;
 - the employer deems such transfer to be practicable;
 - the rate and conditions attaching to the "safe" job are the same.

If the transfer to a safe job is not feasible then the employer is to grant the employee maternity leave (or any available paid sick leave, which is certified as necessary by a duly qualified medical practitioner). The assessment of the risk is to be made in accordance with the *Occupational Health and Safety Act 1983* provisions.

- (e) Complications arising out of pregnancy occasioning absence due to medical or surgical treatment will be treated as a sickness and be subject to the sick leave provisions of this Award.

43. Family/Carer's Leave

Family/Carers leave shall be provided by the Company.

As a result of a series of test cases before Federal and NSW Industrial Relations Commissions, commencing with the first federal decision in 1994.

1. Use Of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 1.c) II. who needs the employee's care and support, shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement, provided for at Clause 33 of the Award, 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, if required, provide the Company with a medical certificate stating that the person is ill and that the illness requires care by another person. In normal circumstances, an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this sub-clause is subject to:
 - I. the employee being responsible for the care of the person concerned; and
 - II. the person concerned being:
 - (a) a spouse of the employee; including a former spouse, a de facto spouse or a former de facto spouse; 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
 - (c) a same sex partner who lives with the employee on a bona fide domestic basis; or
 - (d) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. 'relative' means a person related by blood, marriage or affinity;
 - 2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other;
 - 3. 'household' means a family group living in the same domestic dwelling.
 - (e) 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.

2. Unpaid Leave For Family Purpose

An employee may elect, with the consent of the Company, to take unpaid leave or any available annual leave for the purpose of providing care and support to a member of a class of person set out in 1c) II. above who is ill or requires care.

3. Annual Leave

- (a) An employee may elect with the consent of the Company, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding 4 shifts in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph 3(a) above, shall be inclusive of any shutdown period provided for elsewhere under this Award.
- (c) An employee and the Company may agree to defer payment of the annual leave loading in respect of single day absences, until at least 4 consecutive shifts of annual leave are taken.

4. Make-Up Time

- (a) An employee may elect, with the consent of the Company, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the Company, to work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.

44. Bereavement Leave

An employee other than a casual employee shall be entitled to up to two days bereavement leave as follows:

- (a) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of 1c) II. of clause 43, Family/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (b) Should a spouse, child or step-child die, the employee shall be entitled to leave of up to five (5) consecutive rostered days to be agreed between the MDM and the employee.
- (c) Should a parent, brother or sister, in-law, grandparent or grandchild die, an employee shall be entitled to leave of up to three (3) consecutive rostered days to be agreed between the MDM and the employee.

The Company recognises that there may be cases where overseas or international travel is involved which may require additional time off. The Company, (HR Manager or delegated representative) agrees to sympathetically review these situations on an individual basis. During such a period, an employee will be paid his/her ordinary earnings, which are inclusive of shift allowance once proof of death is provided.

- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available under subclauses 2, 3 and 4 of clause 43, Family/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

45. Jury Service

A permanent employee who is required to attend for Jury Duty shall receive full pay for the total absence.

Any payment received by the employee as a consequence of such attendance shall be paid to the Company by the employee upon return from Jury Duty.

46. Uniforms and Protective Clothing

A. Uniforms

Uniforms must reflect the Company's commitment to quality and safety and must be worn by employees, on the following basis:

- (a) An employee, as soon as possible following commencement of employment will be issued with new uniforms through the garment rental service and two (2) jackets should he/she be required, as part of normal employment, to work in cold, wet or exposed conditions. Each employee will also be issued one towel annually.
- (b) Uniforms and jackets will be replaced on a needs basis by exchanging the old for the new.
- (c) Uniforms that are badly frayed or show signs of obvious mending or patching are to be replaced.
- (d) Each employee is responsible for the good care of the issued uniform and protective clothing. Failure to comply with this requirement will result in the application of the Employee Counselling and Corrective Guidance Procedure.
- (e) Uniforms are to be worn on Company premises in the performance of normal duties. Uniforms, excluding jackets, are not to be taken from the site.

B. Protective Clothing

- (a) In recognition of the GMP standards required of the Company in the production of food products and the occupational health and safety requirements all employees are required to wear protective clothing which will be supplied by the Company.
- (b) In all food protection areas, employees will wear hairnets, ear protection, safety footwear, eye protection and any other such equipment deemed to be necessary by management from time to time.
- (c) As a general rule employees are also required to wear gloves, respirators, safety footwear in all areas where it is considered necessary by management for such equipment to be worn.
- (d) Where required, suitable waterproof clothing/rubber boots shall be issued by the Company for the use of employees required to work in the open in wet weather conditions. Such waterproof clothing will be issued on an individual needs basis.
- (e) Safety footwear will be replaced on a needs basis by exchanging the old for the new.

C. Return Of Uniforms Etc.

All items provided by the Company, i.e. protective equipment, uniforms etc must be returned to the Company on termination and will not be re-issued to other employees.

47. Workers Compensation Procedures

A. Claiming Workers Compensation

- (a) A claim form must be completed and returned to an OH&S Representative (when available) or alternatively the Manufacturing Development Manager.
- (b) The Company will send the completed claim form to the Insurance Company within twenty-four (24) hours of receipt of such forms.
- (c) Within three (3) working days of receipt of the completed claim, the Insurance Company will give a status report on the claim to the Company.

B. Interim Payment

In an attempt to prevent financial hardship, the employee will be entitled to receive an interim payment of the ordinary rate of pay on the following basis:

- (i) Claim form must be lodged within seventy-two (72) hours of reporting the accident/incident/injury to the employer. The claim must be accompanied by a "WorkCover" medical certificate.
- (ii) Payment will not constitute admission of liability by the Company.
- (iii) The payment will be for a maximum of twenty-one (21) calendar days from the first day of lost time caused by the accident/incident.
- (iv) Should the Insurance Company reject the claim, the wages paid in the interim period will be refunded by the employee at a mutually satisfactory rate.

C. Payment Of Wages While On Selected Duties

(accepted claims only)

The amount an employee is entitled to receive is limited to the amount of their Award rate of pay and cannot exceed the statutory rate under the NSW *Workers' Compensation Act* 1987, which is as defined from time to time and currently stands at \$1348.60 per week.

D. Preservation Of Rights

Nothing under this clause shall negate the rights of an employee under the NSW *Workers' Compensation Act* 1987 or the *Occupational Health and Safety Act* 2000 (NSW).

48. Introduction of Change

The Company will inform the Consultative Committee at the time of renewing the Award of planned changes to production or introduction of new technology during the life of such Award.

The information will cover projected introduction time, and likely effects on workforce/skill composition; elimination or diminution of job opportunities; the need for retraining or transfer of employees to other work and the restructuring of jobs.

This information will be used to update the Award, and provide an agreed course of action for handling the intended change at a time closer to its introduction.

The Company will give prompt consideration to matters raised by employees and the Union in relation to the changes.

Should the timing for the introduction of change notification fall outside the Award renewal process, the Company shall inform the Consultative Committee as early as practicable after the decision has been made and give a minimum of three (3) months notice of the intended change. The Company will consult with the Consultative Committee about the implementation of the change and determination of manning levels, classifications and wage rates.

49. Changes to Crewing Levels

Where changes to crewing levels are to take place the following procedure will be applied:

- (a) The proposed changes will be discussed with the Consultative Committee. Preferably, the issue will be resolved at this step.
- (b) If not, then the proposals will be discussed with the Consultative Committee and the appropriate Union Organiser.
- (c) If the issue is not resolved, in cases where alternative methods of accomplishing a function or technological changes are involved, then a decision will be made by an outside consultant. The outside consultant's findings will be presented to the Consultative Committee and implemented subject to a three (3) month review.
- (d) If the issue is not resolved the parties will follow the Grievance/Disputes Procedure, Clause 35 of this Award.
- (e) Employees affected by crew changes will have the following options:
 - I. accept voluntary redundancy
 - II. transfer to another Roster if a vacancy exists
 - III. remain on the same roster or transfer to a roster where the business requires them

50. Right of Entry

In accordance with the provisions of part 7 of the *Industrial Relations Act* 1996, the Company shall permit a duly authorised official of the Union to enter its establishment during working hours for the purpose of:

- (a) talking with or interviewing members of the union during meal breaks or other non-working time, or
- (b) investigating any suspected breach of the Act or Award which applies to employees.
- (c) for the purpose of investigating any such suspected breach, require the Company to produce for the officer's inspection during the normal office hours and at the Company's office, any documents kept by the Company of the employee and related to the suspected breach, and
- (d) to make copies of the entries in any documents related to the suspected breach.

Before exercising any power conferred under this clause (paragraph (a) excepted), the official must give the Company at least forty-eight (48) hours notice.

51. Kellogg Twenty-Five (25) Year Club

Current employees who are members of the Kellogg Twenty-five (25) Year Club will be permitted to be absent from duty, without loss of pay, in order to attend the Club's Annual Meeting, for the following periods:

Day shift employees:

From 3.00pm on the day on which the meeting is held.

Night shift employees:

For the shift commencing on the evening on which the meeting is held.

52. Plant Shutdowns

During plant shutdown periods, excluding the Christmas shutdown, employees will have the following options:

- (a) Take Annual Leave, however, employees with an annual leave entitlement of less than twenty (20) shifts at the time of the shutdown, will have the option to take authorised leave without pay over such shutdown period.
- (b) Take Long Service Leave.
- (c) Attend work if any work is available.
- (d) Attend training if required.
- (e) Employees with Australian Tradesman's Rights will be offered the opportunity to perform maintenance related work.

Authorised leave without pay, and options (c) and (d) above, will not be available during the Christmas shutdown period under any circumstances.

53. Superannuation

- (a) The Company will ensure that superannuation benefits meeting the requirements of the Superannuation Guarantee legislation will be made on behalf of all eligible employees.
- (b) From time to time the Company may review such superannuation arrangements, with regard to fund management, plan design and other relevant factors which the Company will discuss with the Consultative Committee.
- (c) In the event that the Company elects to vary existing superannuation arrangements, specifically with regard to any change from the current Defined Benefit design to a Defined Contribution (Accumulation style) design, existing employees (i.e. fund members at the time of implementation of any such change) will remain in the Defined Benefit Design if they choose to do so.

ANNEXURE A

USE OF CASUALS FOR CLEANING OF MACHINERY / EQUIPMENT

Agreed conditions for the use of casuals in cleaning of machinery/equipment:

- I. The Company guarantees that the hygiene standards of the amenities, i.e. locker rooms and canteen, will not be adversely affected by the use of employees of the cleaning contractor to supplement existing Kellogg crews in the cleaning of machinery/equipment.
- II. Kellogg employees who are members of the National Union of Workers, shall not be required to train those employees of the cleaning contractor who are to be involved in the cleaning of machinery/equipment.
- III. Kellogg employees who are members of the National Union of Workers, shall not be required to perform cleaning duties, in conjunction with employees of the cleaning contractor, on the same individual piece of machinery/equipment.

ANNEXURE B

GUIDELINES FOR CONDUCT AT THE KELLOGG (AUST) PTY LTD BOTANY SITE

Kellogg, like any organisation, has certain rules and guidelines. These are important, and all employees are required to know and follow them. The following rules and guidelines provide some basic guidance as to what is considered acceptable conduct. They reflect our expectations and responsibilities associated with being a Kellogg employee and assure our effectiveness as a team.

In order to maintain our positions as Kellogg employees, each of us is expected to meet our responsibilities and to respect and comply with the rules of the organisation.

When an employee violates a rule or does not perform as reasonably required, the facts and circumstances of the individual case are considered. According to the seriousness of the problem, a warning, final warning or dismissal will follow. In order to make impartial judgements towards alleged offences, the Company rules have been divided into three groups with a recommended course of action if a rule is broken. The following rules cover a broad range of employee actions, but are not all inclusive. There will be occasions where an employee engages in a breach of normal good conduct standards which are not specifically mentioned in this document, but for which discipline is warranted. These instances will be dealt with on a case-by-case basis. All rules are subject to periodic revision.

Group 1

The problems in Group 1 are of a less serious nature, and infringements which fall under this category will result in the employee concerned progressing one step of the Employee Counselling and Corrective Guidance Procedure contained in this Agreement for each infringement. Violations in the good housekeeping and manufacturing practices sub-group will be treated as the same offence for counselling purposes.

Violation of good housekeeping and manufacturing practices as explained in the Kellogg Good Manufacturing Practices Policy.

Examples include:

Failing to wear regulation hair covering and hearing protection in restricted areas.

Wearing jewellery in product protection areas.

Chewing gum or eating food or drinks in product protection areas.

Carrying materials in a manner which might permit them falling into food.

Smoking on site.

Altering uniforms, wearing uniforms in an improper manner or wearing uniforms outside the plant unless required by duties (exception is Kellogg issued jackets).

General Performance Issues

These offences will be treated as individual violations.

Examples include:

Overstaying lunch or break periods.

Reporting late to job assignments.

Leaving job assignments without being properly relieved.

Being out of work area without permission.

Not maintaining work area in an operational condition.

Violation of safety policies and practices.

Failing to observe car park regulations.

Removing or defacing signs or bulletin board notices and posting of offensive material.

Improper possession of Company, other employees or contractors property.

Group 2

These are serious problems which could warrant a final warning for the first violation and will be administered through the Employee Counselling and Corrective Guidance Procedure.

Using threatening language, threatening or intimidating other employees, contractors or clients.
Redeeming prizes from promotional programs run to promote Kellogg products.

Defaming another employee's character by spreading false and / or malicious information.

Serious neglect of work that causes extensive product loss or equipment damage.

Unsafe acts that could result in serious harm to yourself, other employees, equipment or plant facilities.

Group 3

Some problems are so serious that the first violation would probably call for termination. The employee will be suspended on full pay and notified later when the hearing is to be held. At the completion of the hearing it may be decided that a period of suspension without pay and/or a written warning with a two year probation period placed in the employee's file is a more appropriate penalty than termination:

Stealing of Company property, another employee's or contractor's property.

Using, being noticeably under the influence of*, possessing or selling any intoxicant or illegal drug while on duty or on Company premises.

To ensure we maintain a safe working environment, employees who are taking prescribed medication must report to the Health Centre, to seek advice on suitability of duties.

Deliberately sleeping while on duty.

Carrying or possessing weapons on Company property.

Maliciously attacking fellow employees or contractors.

Clocking on/off for another employee.

Deliberately abusing or destroying Company property, another employee's property or contractors property.

Deliberately contaminating food or sabotage.

Falsifying employment applications, medical records, work records, other records or reports.

Walking off the job or leaving the plant without following the procedure detailed in this Agreement.

Refusing to carry out work assignments or instructions of supervision.

Violating any state or federal laws or regulations, which are criminal acts against the Company, excluding legitimate industrial action as permitted by law.

Serious and wilful breaching of the Company's safety policy and/or the provisions of the Occupational Health and Safety legislation.

Discriminating against fellow employees on the basis of sex, marital status, religion, colour, race, ethnic background or disability.

Smoking in areas where smoking presents a safety risk, e.g., Silos, near flammable materials.

Vandalising Company property.

Engaging in other employment, without prior approval, whilst rostered on for duty.

* On the first offence the employee will be sent home in a taxi cab at the Company's expense. The employee will be interviewed by the Human Resources Manager or Delegated Representative and advised of the potential consequences of a second offence. A record of interview will be retained in the employee's file.

ANNEXURE C

Kellogg (Aust) Pty Ltd. Training Program

Intent:

To remain competitive within the market place, Kellogg Australia has to remain a learning organisation.

Introduction:

All training programs will be delivered and evaluated to meet standards relevant to the business needs, to ensure growth of the organisation, and a career path for employees, through competency based training programs.

Aim:

The aim of this policy is to detail how the Kellogg Production Certificate delivers employee competency based training programs.

Purpose:

The Kellogg Production Certificate means that employees moving through the five levels of competencies described in this program will be entitled to a certificate equivalent to the Australian Qualifications Framework (AQF) in Cereal Manufacture.

Definition of Competency:

A competency is the transferable attributes and knowledge for a particular task achieved through education, formal training, and/or previous experience.

To be competent a person must demonstrate the application of knowledge, skill and attributes in producing an outcome, which can be demonstrated in differing and new situations, and can be measured.

Recognition of Prior Learning (RPL):

Employees will be recognised as having the relevant competencies if they are able to demonstrate their acquired competencies to on-the-job standards.

Supporting documentation relevant to the job, such as craftsmen certificates or references outlining past experience, current within the last 5 years, will assist the employee's application for RPL. Recognition of Prior learning will be assessed to on-the-job standards by workplace assessors with the use of checklist evaluations outlining the necessary performance criteria for a particular job or process.

On and Off the Job Training:

Off the job (formal; which includes theoretical and practical applications in a classroom type environment) and on-the-job training (task specific; where the learning application is demonstrated on-the-job) will be conducted and assessed for employees where a training need exists to maintain or enhance an employee's performance. All training will be competency based and assessed.

Workplace Assessors:

Qualified Workplace Assessors will conduct all assessments.

Kellogg Facilitators will complete the Workplace Assessor Program gaining a Statement of Competency - Workplace Assessor, which is recognised by VETAB and the industry training authorities, so as to -

Identify the role of assessment and assessors in the development of trainees,

Plan competency assessments,

Perform competency assessments,

Record assessment results and review procedures in the workplace.

The Kellogg Production Certificate Model

Outline of the 4 Programs and overall Performance criteria delivered at each level.

4 Programs				
	Operations	Product	Technical	People
Level 5 Lead Multi - System Operator	Operates three systems to the scheduled rates.	Identifies, problem solves, & tracks performance within the quality assurance area to ensure all quality, OAE, GMP, & waste goals are met.	Applies Total Productive Maintenance in accordance with plans, schedules & operational maintenance requirements.	Value adds to the team environment, through decision making, coaching & supporting team job skills, to meet team accountabilities.
Equivalent to Australian Qualifications Framework 4				
Level 4 Multi - System Operator Equivalent to Australian Qualifications Framework 4	Operates three systems to the scheduled rates.	Applies principles of product technology. Maintains quality assurance and environment. Applies problem- solving techniques.	Conducts 1st line operational maintenance. Coaches & instructs others in maintenance activities.	Works within self directed team environment, communicating job skills, work instructions to meet team accountabilities.
Level 3 Dual- System Operator Equivalent to Australian Qualifications Framework 3	Operates two systems to the scheduled rates.	Applies principles of product technology. Maintains quality assurance and environment. Applies problem-solving techniques.	Conducts 1st line operational maintenance. Coaches & instructs others in maintenance activities.	Works within self directed team environment, communicating job skills, work instructions to meet team accountabilities.
Level 2				
	Operates a single	Controls Product	Conducts line	Participates &

Single System Operator	system to the scheduled rate.	quality, waste, sanitation, GMP, & environment using accurate documentation including measuring & testing & use of SPC techniques	(running) Adjustments & services to maintain efficiency & reduce wear.	instructs within a team based environment.
Equivalent to Australian Qualifications Framework 2				

The Kellogg Production Certificate Model

Outline of the 4 Programs and overall Performance criteria delivered at each level.

Level 1	Operates a single Process to the scheduled rate.	Maintains supply, safety, quality and GMP standards to set goals applying quality at source.	Controls operating parameters. Conducts minor machine replacement & equipment Adjustments & services as instructed.	Works within team based environment.
Single Process Operator				
Equivalent to Australian Qualifications Framework 1				
Entry Level	Operates a sub process within a single system to the scheduled rate.	Identifies range of products. Maintains safety, quality, GMP standards to set goals, applying quality at source.	Conducts minor machine services and checks, under direct supervision	Able to communicate and understands work instructions clearly and effectively
New Employee / Trainee				

Definitions Of Systems And Core Processes

Systems	Corn	Bran	Puffing	Mini Wheats	Combo	W&P	Packing	Materials Handling	Raw Materials
Processes									
Raw Material	X	X	X	X	X	X			
Supply									
Cookers	X	X		X	X				
Dryers	X	X	X		X	X			
Mills (flaking/ pelletising shredding)	X	X		X	X	X			
Ovens	X	X	X	X	X	X			
1st Floor Coater			X						
3rd Floor Coater	X	X							
4th Floor Coater					X	X			
Puffing Tower			X						
Extruders			X		X	X			
Product Supply (Tank Room)	X	X	X	X	X	X	X	X	X
Scales							X		
Baggers							X		
Cartoners							X		
Case Packers							X		
Material Handling (Alvey)								X	
Processing Supply								X	
Packing Supply								X	
Bulk Farm									X

BHF									X
Silos									X
Flavour Process									X

The above illustration identifies the core Processes (Competencies) that complete a System within Kellogg's Manufacturing.

Training Programs and Accredited Competencies:

Will be revised periodically to ensure they are current and meet the needs of the business. Notification of Processes and Systems that become redundant will be posted.

Competency based Career Path Training:

Will be based on the needs of the business. Career path training above Level 3 will be by selection. Where two (2) employees are deemed to have the same qualifications, the employee with the greatest length of Kellogg service will be offered the opportunity first.

Compulsory Training:

An employee must complete and maintain competencies within their current level of accreditation.

All training up to level 3 is compulsory. Refusal of training or revision will result in loss of salary to competency to level attained. It is envisaged that all operators will be trained up to level 3 competency and a training plan will be formulated and reviewed bi-monthly with the system team in conjunction with the Facilitator.

Level 4 and Level 5 operators are by selection and will be nominated based on business needs for each roster. Selection will be made in consultation with the roster Facilitators and the appropriate Manufacturing Development Manager and the Production Manager. The Performance criteria and supporting courses for these two levels are outlined in the Kellogg Training Module. Once selected, training within these levels are compulsory.

Systems/technology - upgrade training within an employee's accredited system or process is also compulsory for an employee to maintain their current level of accreditation.

Employees wishing to undertake training must:

Maintain their current competency levels and performance on the job.

Have completed the necessary training required to be eligible to move to the next level.

Maintain satisfactory safety, quality, and GMP (Good Manufacturing Practices) performance standards.

Have the ability and willingness to work effectively with co-workers in a team environment.

Have the potential aptitude of acquiring higher-level competency elements to satisfy the next level of training.

The Facilitator and operational Team, in conjunction with the Manufacturing Development Manager will determine the skills mix required within the team.

Performance Review:

Employees will be required to maintain and demonstrate their competence as required within the work / team environment.

Flexibility and performance on the job will be the indicator to identify an employee who is maintaining their current level of competency, within their accredited processes and systems.

Flexibility within an employee's accredited processes and systems, will be done on a team needs basis to ensure an employee's maintenance of competencies.

Employees are obliged to undertake given tasks under the direction of a Facilitator where the employee has the skill and ability to perform the task.

Career Path Timetable

Existing Employees

An employee who has commenced with the Company prior to the certification of this Award will be paid at Induction rates of pay during the first twelve (12) weeks of their employment.

Having successfully completed all training provided and passed all competency based assessments conducted during this twelve (12) week period, the employee's salary will be adjusted to Level 1. If the company fails to provide the training in all competencies required to satisfy salary level 1 during the first twelve (12) weeks the employee's salary will be adjusted to level 1.

If during the next six (6) months of employment the employee successfully completes all training provided and passes all competency based assessments conducted, the employee's salary will be adjusted to Level 2. If the company fails to provide the training in all competencies required to satisfy salary level 2 during the six (6) month period, the employee's salary will be adjusted to level 2.

If during the next fifteen (15) months of employment the employee successfully completes all training provided and passes all competency based assessments conducted, the employee's salary will be adjusted to Level 3. If the company fails to provide the training in all competencies required to satisfy salary level 3 during the fifteen (15) month period, the employee's salary will be adjusted to level 3.

The above timetable guarantees that, provided an employee commencing with the company successfully completes all training provided and passes all competency based assessments conducted during their first twenty four (24) months of employment, they will have attained salary level 3.

New Employees - Entry Level Operators

An employee who commences with the Company on or from the date of certification of this Award will commence in the classification of Entry Level Operator and will perform all Entry Level duties detailed within this Training Program. Whilst performing these duties Entry Level Operators with less than twelve (12) months continuous service with the Company will receive payment at the Induction rate.

New Entry Level Operators will also be trained to, and may be utilised to, operate one of the following single processes:

Corn Cookers

Bran Cookers

3rd Floor Coater

1st Floor Coater

Jones Triangle Packing Line

Jones Ishida Packing Line

Packing Materials Supply

Alvey Unitiser

Whilst performing work operating the one of the above single processes in which the employee has been trained, Entry Level Operators with less than twelve (12) months continuous service with the Company will be entitled to payment at Level 1 rates.

On completion of twelve (12) months continuous service with the Company, Entry Level Operators will be entitled to payment for all time worked at Level 1 rates.

Operator positions of a level higher than Level 1 will be filled by Entry Level Operators. Entry Level Operators shall be entitled to apply for higher level operator positions as they arise, and the successful candidate will be determined based on his / her length of continuous service.

For an Entry Level Operator who is successful in his/her application for a higher level operator position, if during his/her next six (6) months of employment he/she successfully completes all training provided and passes all competency based assessments conducted, his/her salary will be adjusted to Level 2. If the Company fails to provide the training in all competencies required to satisfy salary level 2 during the six (6) month period, the employee's salary will be adjusted to Level 2.

If during the next fifteen (15) months of employment the employee successfully completes all training provided and passes all competency based assessments conducted, the employee's salary will be adjusted to Level 3. If the Company fails to provide the training in all competencies required to satisfy salary level 3 during the fifteen (15) month period, the employee's salary will be adjusted to Level 3.

The above timetable guarantees that, upon securing a higher level operator position, provided the employee successfully completes all training provided and passes all competency based assessments conducted during his /her next twenty one (21) months of employment, they will have attained salary Level 3.

Educational Assistance:

Employees seeking company support with regard to educational assistance at an external training/educational institution should refer to the company policy for educational assistance guidelines.

Training Disputes Procedure:

1. An employee cannot contest the result given by a workplace assessor at the time of assessment.
2. An employee completes the attached Training Disputes Form.
3. The Manufacturing Development Manager, workplace assessor, employee and the delegate will review the dispute.
4. If the dispute is not resolved at this level, the Production Manager and Manufacturing Development Manager will review the matter.
5. If the dispute is not resolved at this level it may be referred to the Consultative Committee.
6. A copy of the completed dispute form is to be forwarded to the Human Resources Department for record keeping.

Re-sit Assessment Procedure:

The procedure outlined below will facilitate the needs of any individual who fails a Competency Based Assessment.

1. An employee will be notified that he/she has failed the competency based assessment.
2. The employee will have the opportunity to re-sit the assessment that he/she has failed at a time nominated by the workplace assessor.
3. If the employee fails the competency based assessment a second time, then discussions between the employee, the Production Manager and the Manufacturing Development Manager will take place and the next steps will then be determined. Whereby it is agreed between the parties to this Award that, in these circumstances, the employee's salary will be frozen until such time as,
 - (i) The employee successfully passes the assessment, or,
 - (ii) Future salary increases cause the salary for the level below to be equal to or greater than the employee's current salary.

Kellogg (Australia) Pty Ltd

Training Dispute Form

Employee Name: _____ Bundy _____

Number _____

Roster: _____ Shift: _____ Date: _____

Reason for Disputation: _____

Record of interview (if held with employee): _____

Committee Recommendation:

Name in print:

Union Representative_____
Manufacturing Development Manager_____
Employee_____
Date**EMPLOYEE TRAINING PROGRESSION, PERFORMANCE CRITERIA, AND COURSES.**

Training Model Progression:

The following training policy attachment serves as a guide to outline a new employee's progression throughout the Kellogg Production Certificate Programs.

A new employee joining the company will begin his / her entry level training in the Tank Room, operating within the area of product supply, so as to learn about the range of products Kellogg Australia provides. The nominated period for entry level training is 12 weeks. During that period the new employee will acquire the key competencies of:

Product Knowledge. Quality. Resourcing and Organising. Images and Values. Human Resources. Equipment. Security.	Occupational Health & Safety. Process. GMP. Waste management. Technology use. Materials Handling.
---	--

Once an employee has completed Entry Level training in the Product Supply (Tank Room) and has proceeded to the next level, progression through the processes will be (where possible) as illustrated as follows -

Processing processes

Corn/Bran	Puffing	Combination Line	Mini Wheats	W&P
Start Processes	Start Processes	Start Processes	Start Processes	Start Processes
Raw Materials Supply Cookers	Raw Materials Supply (Wenger) Extruder/Buhler	Raw Materials Supply Cookers	Raw Materials Supply Cookers	Raw Materials Supply W&P Extrusion & Cold Former
Dryers	Pellet Dryer	Extruders/Buhlers	Shredding Mills Lapping/Paste Application	Sheeting Mills Cutting Mills (including cooler)
Mills / Flaking Pelletising Shredding	Puffing Tower	Surge Bins and Dryers	Ovens and Finished Food Control	Dryer
Ovens	Finished Food Dryer	Mills/Flaking Bumping	Complete System	Jetzone Oven
3rd Floor Coater	1st Floor Coater	Jetzone/Toasting/ Puffing Ovens		4th Floor Coater
Complete System	Complete System	4th Floor Coater		Complete System
		Complete System		

Packing/Materials processes

Packing	Material Handling	Raw Materials
Start Processes	Start Processes	Start Processes
Triangle Scaling	Materials Handling (Alvey)	Bulk Farm
Ishida Scaling	Processing Supply	B.H.F
Baggers	Packing Supply	Silos

Cartoners	Complete System	Flavour
Casepackers		Complete System
Complete System		

Progression:

As the new employee gains competency throughout the core processes he/she will also develop within the Operations/Product/Technical/People programs which delivers competencies to the required levels of complexity, equivalent to the Australian Qualifications Framework.

The following pages outline the overall performance criteria and supporting courses required at each level of the Kellogg Production Certificate. Supporting Courses may from time to time change due to upgrade of available training packages.

NOTE -

Current Processing and Packing Line employees may be required, based on the needs of the business, to complete Product Supply (Tank Room) to gain accreditation for a full system.

Entry Level	
Operations	Supporting Courses
Tank Room: Carry out the following functions: Direct Feed System Tank Lifters Tank off stations DSU Sultana addition Crumbs machine Dry/Wet feeds Intermediate Bulk Containers (Pallecons) filling/ assembly/tipping Bulk packaging Material receivable, fork lift driving, hand stacking Bag tipping, filling Repack, rework, recycle Batch assembly and tipping Cleaning machinery/equipment Inserts Quality Control Belt inspections Hand packing Apply safe systems of work	Tank 1 - basic operations Tank 2 - direct feeds (CITEC & FIXDMACS) Tank 4 - DSU/sultana addition Dry feeds upgrade overview Safety Training (Induction): Evacuation Safety tags Fire extinguishers Environment Personal Protective Equipment Transporters Hazardous material handling Oracle Production Module (OPM11i)
Product	Supporting Courses
Supply correct product to correct destination, to given schedule. Ensure against mixed food. Monitor and maintain food supply. Maintain food protection and sanitation for work area. Identify and report food quality problems Identify sources of waste. Minimise waste of product and work practices.	Quality Assurance GMP Sanitation

Technical	Supporting Courses
Inspect and report equipment faults. Identify and reset equipment alarm faults. Conduct machine cleaning of equipment. Lubricate tank room equipment.	Tank 1 - basic operations

People	Supporting Courses
Communicates food supply problems between processing and packing. Checks for understanding given job instructions. Follows procedures. Understands and adheres to company policies.	Induction Training: Plant tour Kellogg history/culture Consent Award GMP standards Safety standards EEO and workplace policies Product range and services Communication Organisational structure
Level 1 - Single Process Operator	
Operations	Supporting Courses
Apply safe systems of work Operate to given schedules and parameters, including start up, shut down, pre start conditions and maintaining process flow of either: Processing: Cooking processes (including flavour, materials, & vitamin supply). Dryers Mills (e.g. flaking, forming, bumping, pelletising, shredding). Ovens, including vitamin supply (e.g. toasting, jetzones, puffing). Coating Lines, including vitamin supply (1st Floor, 3rd Floor, 4th Floor) Puffing Tower Extruders/Buhlers	Bran & Wheat flake system. W&P system. Combination line system. Corn system. Flavour system. 1st floor coater. 3rd floor coater. 4th floor coater. Jetzone oven No 6. Mini Wheat system. Puffing system Pellet system. Pellet making system. Vitamin awareness. Wenger operations
Packing: Jones Ishida Packing Lines Jones Triangle Packing Line	Bulk packing line/transporters Ishida scales Jones family packing line 1 Jones family packing line 2 Jones family packing line 3 Mathews date coder Nordson hot melt Triangle scales overview
Materials Handling: Forklift/truck loading operations Materials Handling Operations (Alvey) Materials Supply - Processing and Packing	Forklift attachments - clamp- push/pull, rotary head. Forklift permit. Transporters. Alvey system director. Finished goods system (ASD).
Raw Materials: Bulk farm inloading	Forklift attachments -clamp-push/pull, rotary head Forklift permit

BHF inloading Silos inloading Flavour	Transporters Oracle Production Module (OPM 11i) Bulk Farm BHF Silos FX DMACS and Citec systems
---	---

Product	Supporting Courses
Identifies and supplies correct materials necessary for processing. Adhere to set procedures and recipes. Conduct quality checks at nominated times. Maintain product quality: - Moisture level - Density and weight - Appearance - Flavour - texture, and - packaging. Maintain product safety within a single process. Identify and action non-conformance of product. Complete and return documentation to correct source at nominated times during process. Minimise waste levels in work area to achieve set goals. Maintain sanitation level in work area to achieve set goals. Provide internal and external customer feedback with regard to process. Prevent contamination of product, equipment and work/wash areas.	Infra lyser and Computrac (Processing). Metal Detectors. Stock take module (Raw Materials). Product Evaluation System (PES). Protect Our Product (POP). Environment. Good Manufacturing Practices (GMP) Hazard Analysis Critical Control Points (HACCP)
Technical	Supporting Courses
Identify and action equipment faults and alarms. Correct poor equipment performance through minor adjustments and settings to maintain quality and efficiency. Conduct equipment lubrication and service on a needs basis. Clear blockages and jams in equipment following safe work practice. Maintain routine machine cleaning to ensure service life and prevent poor equipment operation. Safely replace consumable equipment parts: Examples: - batteries - fasteners - date ink roll stamp.	Mill roll knife change and set(Processing). Minor maintenance tasks (Packing). Alvey minor maintenance (Materials Handling) Hand and Power Tools Supported by: Technical Tasks 1 record sheets (Packing and Processing) Technical Tasks record sheets (Processing)
People	Supporting Courses
Adhere to Kellogg Safe Work Practices. Report breaches of safety to relevant bodies. Communicate effectively maintaining working	Dealing with conflict Teamwork Safety

relationships with others, to maintain process flow, efficiency, and quality. Identify and communicate facts to resolve operational/quality problems. Able to communicate job instructions and procedures.	
--	--

Level 2 - Single System Operator	
Operations	Supporting Courses
Operate to given schedules and parameters, including: Start up Shut down Pre start conditions Maintain process flow throughout the core processes within a single system. Adhere to Kellogg's Safe Work Practices	Bran system W&P system Corn system Materials handling system Packing line system Puffing system Raw materials system Wheat system Safety
Product	Supporting Courses
Organise and resource correct materials necessary for processing operations. Adheres to recipe. Revises and instruct set procedures. Conducts quality checks at nominated times during process. Maintains and monitors product quality (e.g. moisture level, density and weights, appearance, Flavour, texture, packaging) through out a system. Maintains product safety within a single system. Identify and action non-conformance of product. Complete and return documentation to correct source at nominated times during processes. Minimise waste levels in work area to achieve set goals. Maintain sanitation levels in work area to achieve set goals. Adheres to GMP. Provide internal and external customers feedback with regard to processes. Identify and chart machine/process problems (cause/effect) for presentation at team communication meetings. Understand and apply Operational Asset Effectiveness (OAE) principles. Prevent contamination of product, equipment, and work/wash areas.	Courses delivered at Level 1 Product are applied across a system at Level 2. Control Factor Analysis Hazard Analysis Critical Control Points (HACCP)
Technical	Supporting Courses
Conduct pro-active 1st line maintenance of PM inspections, machine services and cleaning, and adjustments. Complete and return PM inspection sheets. Maintain record of maintenance activities during each shift. Adhere to and instruct on machine isolation	Operational Maintenance 1 - supported by Technical Tasks 2 in packing, and Technical Tasks Processing. Operational Maintenance 2 Packing - supported by Technical Tasks 3.

procedures. Safely clean and replace machine operating parts to maintain service life and product quality (e.g. blower vacuum filters, spray nozzles, print heads, conveyor idler rollers). Clean/maintain conveyor belt tracking. Identify and report bearing failures and faults. Obtain and replace damaged or missing fasteners. Inspect, adjust and maintain power transmission (e.g. belt/chain drives, gear boxes, couplings and clutches). Action hydraulic/pneumatic operational faults and maintain air service units. Adjust gland packing, action and report fluid leaks. Check, clean and position sensing devices such as photo eyes, proximity switches, and limit switches, to maintain correct operation.	
People	Supporting Courses
Identify own area of responsibility. Prioritise work and resources to achieve immediate goals. Communicate effectively to maintain working relationship with others, to maintain process flow efficiency and quality. Identify and communicate facts to resolve operational and quality problems. Coach and communicate job instructions and procedures. Problem solve operational faults. Participate and contribute effectively in team meetings. Review current procedures and work instructions.	Coaching in the workplace Teamwork

Level 3 - Dual Systems Operator	
Operations	Supporting Courses
Operate to given schedules and parameters, including: Start up Shut down Pre start conditions Maintain process flow throughout the core processes across 2 systems. Apply safe systems of work.	Bran system W&P system Corn system Materials handling system Packing line system Puffing system Raw materials system Wheat system Safety Hazard and Risk Analysis
Product	Supporting Courses
Apply problem solving techniques to present machine/ product operational data in correct graphical format and draw conclusions to present at team/communication meetings. Apply principles of product technology across 2 systems. Maintain product safety across two systems. Conduct and co-ordinate problem solving techniques in teams to present machine/product operational	Kellogg Product Technology Control Factor Analysis Hazard Analysis Critical Control Points (HACCP)

data correct graphical format and draw conclusions to present at team/communication meetings. Resource and organise systems materials. Co-ordinate quality assurance across 2 systems. Control waste, GMP and sanitation activities across 2 systems to achieve goals. Action environmental breaches. Maintain Operational Asset Effectiveness (OAE) principles.	
Technical	Supporting Courses
Apply 1st line maintenance across 2 systems. Coach others to conduct maintenance activities.	Operational Maintenance 1 - supported by Technical Tasks 2 in packing, and Technical Tasks Processing.
Packing: Maintain scale calibration. Maintain sealing operations. Maintain packing line timing functions. Maintain packing line size changes. Processing: Maintain milling operation. Maintain conveyor operations. Maintain pump operations. Maintain pneumatic/hydraulic operations. Maintain PM Inspections. Maintain vacuum/blower operations. Maintain seals and gland adjustments. Maintain power transmission inspections, adjustments and replacements. Maintain fluid supply lines. Materials Handling: Maintain accuglide pneumatic and live roller operation. Maintain E.Z set roller condition and tracking. Maintain belt conveyor tracking and tension. Maintain zip switch/zip sorter inspections and cleaning. Maintain spur conveyors belt tension and roller condition. Maintain unitiser operational functions and adjustments. Maintain Stretch Wrapper operational functions and adjustments. Maintain label applicator operational functions. Maintain Turntable operational functions and adjustments. Maintain lubrication and inspection services to all equipment.	Packing Machine Maintenance (Supported by Technical Tasks 4).
People	Supporting Courses
Understand and maintain own responsibility within a work area. Prioritise work and resources to achieve immediate goals. Communicate effectively maintaining working relationships with others, to maintain process flow, efficiency, and quality.	Teamwork. Getting work done through others.

Identifies and communicates facts to resolve operational / quality problems. Coach and communicate job instructions and procedures. Problem solve operational faults in teams. Contribute effectively in team meetings. Review current procedures and work instructions. Work self directed.	
Level 4 - Multi System Operator	
Operations	Supporting Courses
Maintain and control operating parameters, process flow, and schedule across 3 systems. Operate to given schedules and parameters, including: Start up Shut down Pre start conditions Apply safe systems of work.	Bran system W&P system Corn system Materials handling system Packing line system Puffing system Raw materials system Wheat system Safety Committees Hazard and risk Analysis
Product	Supporting Courses
Apply principles of product technology across three systems. Maintains product safety across three systems. Resource and organise systems materials. Conduct and Co-ordinate quality assurance and adherence to recipe across 3 systems. Control waste, GMP and sanitation activities across 3 systems to achieve goals. Action and report environmental breaches. Work to improve Operational Asset Effectiveness (OAE)	Control Factor Analysis. Kellogg's Product Technology Hazard Analysis Critical Control Points (HACCP)
Technical	Supporting Courses
Apply 1st line maintenance across 3 systems. Coach others to conduct maintenance activities. Packing: Maintain scale calibration. Maintain sealing operations. Maintain packing line timing functions. Maintain packing line size changes. Processing: Maintain milling operation. Maintain conveyor operations. Maintain pump operations. Maintain pneumatic/hydraulic operations. Maintain PM Inspections. Maintain vacuum/blower operations. Maintain seals and gland adjustments. Maintain power transmission inspections, adjustments and replacements. Maintain fluid supply lines. Materials Handling:	Technical Task Book 3

Maintain accuglide pneumatic and live roller operation. Maintain E.Z set roller condition and tracking. Maintain belt conveyor tracking and tension. Maintain zip switch/zip sorter inspections and cleaning. Maintain spur conveyors belt tension and roller condition. Maintain unitiser operational functions and adjustments. Maintain Stretch Wrapper operational functions and adjustments. Maintain label applicator operational functions. Maintain Turntable operational functions and adjustments. Maintain lubrication and inspection services to all equipment.	
People	Supporting Courses
Understand and maintain own responsibility within a work area. Prioritise work and resources to achieve immediate goals. Communicate effectively maintaining working relationships with others, to maintain process flow, efficiency, and quality. Identifies and communicates facts to resolve operational/quality problems. Coach and communicate job instructions and procedures. Problem solve operational faults in teams. Contribute effectively in team meetings. Review current procedures and work instructions. Work self directed.	Dealing with Conflict

Level 5 - Lead System Operator	
Operations	Supporting Courses
Maintain and control operating parameters, process flow, and schedule across 3 systems. Achieve scheduled goals. (Liaise with Scheduling Department). Relieve Operations Facilitator when required. Apply and facilitate safe systems of work.	Bran system W&P system Corn system Materials handling system Packing line system Puffing system Raw materials system Wheat system Safety Committees Hazard and risk Analysis
Product	Supporting Courses
Conduct and co-ordinate problem solving techniques in teams to present machine/product operational data and draw conclusions to present at team communication meetings. Apply principles of product technology across systems.	Control Factor Analysis. Kellogg's Product Technology Hazard Analysis Critical Control Points (HACCP)

Maintains product safety across three systems. Resource and organise systems materials. Co-ordinate quality assurance and adherence to recipe across 3 systems. Liaise with Quality Department. Co-ordinate waste management improvement programs, GMP and sanitation activities across 3 systems to achieve goals. Action and report environmental breaches. Work to improve Operational Asset Effectiveness (OAE)	
Technical	Supporting Courses
Co-ordinate and conduct total productive maintenance across 3 systems. Control maintenance activities log and entries for Empac system. Manage documentation between Empac and operators. Responsible for scheduling and organising maintenance services in teams. Liaise with Maintenance and Scheduling Departments. Maintains statutory and legislative requirements for equipment condition. Packing Materials: Responsible for scheduling and organising size change activities and packing line/materials handling maintenance services (e.g. Inspections, lubrication, machine cleaning and minor adjustments). Control preventative maintenance activities to ensure reliable equipment operations. Identify and schedule with maintenance major equipment overhauls.	Processing, Packing and Materials Handling maintenance courses applied at this level on the job.
People	Supporting Courses
Work self directed with the ability to resource and organise teams. Co-ordinate and communicate team activities. Co-ordinate team based problem solving activities. Conduct team meetings and reach a consensus based on facts. Understands and co-ordinates team responsibilities. Coach and evaluate process and maintenance activities. Communicate production goals across a roster.	Workplace Assessors Course Situational Leadership II.

ANNEXURE D

BREAK STATIONS

Introduction

It is understood that employees working in the plant on a twelve (12) hour basis may need an opportunity for short periods away from production conditions. Team rooms have been provided for this purpose or for team meetings.

Operation and Use

The privilege of short breaks is based upon the employee's job being covered, equipment running efficiently, producing quality product and his or her work area meeting Kellogg Sanitation Standards.

If these criteria are not met then the production line/system will need to be manned at all times.

In keeping with Kellogg GMP, there will be no non-work related reading material or foodstuffs (other than tea, canned soft drinks, coffee, milk and sugar) allowed in these areas.

It is normally expected that short breaks of this type may not exceed fifteen (15) minutes at one time and will be taken in the employee's

Break Station.

Non-Compliance

Failure to comply with these provisions will result in action being taken under the Employee Counselling and Corrective Guidance Procedure as set down in this Award.

ANNEXURE E

COMPANY POLICIES

All employees covered by this Award are, at all times, required to comply with the following policies of Kellogg (Aust.) Pty. Ltd. as amended:

Good Manufacturing Practices Policy

Educational Assistance Policy

Equal Employment Opportunity Policy

Harassment Policy

Health and Safety Policy

Workplace Injury Management Policy

Manual Handling Policy

Smoke Free Workplace

Eye Protection

Confined Space Entry

PES - Packaging Policy

Intermediate Bulk Container Reclaim

Global Quality Policy Manual

Kellogg Company Global Code of Ethics

Electronic Communication and Internet Policy

Grievance Handling Policy

Travel - Employee Use of Taxis Policy

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

CSR LTD TRADING AS THE READYMIX GROUP - NEWCASTLE CONCRETE ENTERPRISE BARGAINING FRAMEWORK (STATE) CONSOLIDATED AWARD 1996

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 5809 of 2003)

Before Commissioner Tabbaa

2 February 2004

REVIEWED AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	The Enterprise(s)
3.	Parties to the Award
4.	Relationship to Parent Award
5.	Term of Award
6.	No Extra Claims
7.	Review of Award
8.	Aims and Objectives of the Award
9.	Ongoing Recognition and Commitment to Building in Quality
10.	Awareness Training
11.	Disputes Procedure
11A.	Anti-Discrimination
12.	Hours of Work and Starting Times
13.	Rostered Days Off
14.	Overtime
15.	Uniforms
16.	Flexible Duties
17.	Meal Breaks
18.	Vehicle and Plant Maintenance
19.	Allowance
20.	Casual Minimum Start
21.	Training and Education
22.	Inter-site Flexibility
23.	Staff to Fill in on a Limited Basis
24.	Data Entry
25.	Consideration of Annualised Salaries
26.	The Business Unit
27.	Business Unit Consultative Team
28.	Composition of the Consultative Team
29.	Term of Office
30.	Team Training
31.	Team Meetings
32.	Team Meetings - Team Leader
33.	Team Meetings - Minutes Taker
34.	Team Meetings - Agenda
35.	Team Communication
36.	Continuous Improvement

- 37. Stages of the Framework
- 38. Wage Adjustments
- 39. No Duress
- 40. Deduction of Union Membership Fees

PART B

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Rates and Allowances

Annexure A - Sites Covered

Annexure B - Summary of Meeting

Annexure C - Agenda for Meeting

2. The Enterprise(s)

This award shall apply at all sites operated by CSR LTD trading as The Readymix Group - Newcastle (as set out in Annexure A) in respect of employees covered by the Cement Mixers and Concrete Workers, Central Batch Plants (State) Consolidated Award published 12 January 2001 (321 I.G. 546), as varied.

3. Parties to the Award

This award shall be binding on:

- (a) CSR Ltd trading as The Readymix Group at the Country Division (Newcastle Region) sites as set out in Annexure A to this award (hereafter the company).
- (b) The Australian Workers' Union, New South Wales (Newcastle and Northern Branch).

4. Relationship to Parent Award

This award shall be read and construed in conjunction with the Cement Mixers and Concrete Workers, Central Batch Plants (State) Consolidated Award published 12 January 2001 (321 I.G. 546), as varied.

Where there is any inconsistency between the abovementioned award and this award, this award shall prevail to the extent of the inconsistency.

5. Term of Award

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the CSR Ltd Trading as The Readymix Group - Newcastle Concrete Enterprise Bargaining Framework (State) Award 1996 published 25 July 1997 (300 I.G. 80).

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 February 2004.

6. No Extra Claims

Except for general movements in award wages granted by the Industrial Relations Commission of New South Wales via State Wage Cases, there shall be no further claims for wage increases during the term of this award.

7. Review of Award

The parties agree to review this award no later than 12 weeks prior to the end of its term. In the context of this review, the parties shall examine both the operation of the award and the possibilities of entering into a further award, based on continuous improvement and other agreed measures.

8. Aims and Objectives of the Award

- (1) Aims - The parties to this award are committed to achieving improvements in productivity, efficiency and flexibility, which in turn will significantly increase the company's competitiveness and offer secure and worthwhile employment for employees.

The company business needs to improve and grow so that it becomes internationally competitive.

The company has developed a vision of the type of business it wants and the elements necessary to transfer that vision to a reality.

The critical elements are:

- (a) a customer service focus;
- (b) safe and rewarding work;
- (c) continuous improvement;
- (d) employee participation;
- (e) a total quality culture;
- (f) international competitiveness.

- (2) Objectives -

- (a) To create a positive environment to introduce enterprise bargaining into the company's operations.
- (b) To provide guidance and increase awareness about the enterprise bargaining process.
- (c) To improve the efficiency and productivity of the company by ensuring management and labour practices are more closely attuned to current and future needs and objectives of the company.
- (d) To develop an environment of continuous improvement which is conducive to a flexible work organisation able to respond to changing demands in the market place.
- (e) To provide a climate for employees to develop a broader range of skills, thereby maximising rewards to employees and security of employment.
- (f) To benchmark other organisations that are leaders in the field of increased efficiency and productivity and, where appropriate, utilise this information in implementing change.

9. Ongoing Recognition and Commitment to Building in Quality

The company has commenced the introduction of Total Quality Management and is committed to the principles of improving the processes we employ. To obtain the maximum benefits from the continuous improvement program, all employees are committed to co-operating with the program and implementing continuous improvement activities. All employees will become familiar with Building in Quality and Building in Safety concepts and skills through training and involvement in project and team-based work.

10. Awareness Training

All employees covered by this award shall be provided with general awareness training on enterprise bargaining.

The content and providers of this training shall be mutually acceptable to the parties to this award.

Wherever practicable, awareness training will be conducted in ordinary-time hours. The company shall pay for the awareness training and employees shall be paid in accordance with the relevant parent award while attending such training.

The duration and timing of the training sessions should be structured so as to minimise their effect on the continuous operation of the company's activities and customer service.

11. Disputes Procedure

- (1) Procedures relating to grievances of individual employees:
 - (a) The employee is required to notify the employer (in writing or otherwise) as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits (48 hours) must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance; if the matter has not been resolved it shall be referred to the Industrial Relations Commission of New South Wales for resolution.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by an industrial organisation of employees.
- (2) Procedures relating to disputes, etc., between employers and their employees:
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time limits (48 hours) must be allowed for discussion at each level of authority.
 - (c) While a procedure is being followed, normal work must continue.
 - (d) The employee may be represented by an industrial organisation of employees for the purpose of each procedure.

11A. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve 1 object in section 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 award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award 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 of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, 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 exempted 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 section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

12. Hours of Work and Starting Times

- (a) The ordinary span of hours shall be 6.00 a.m. to 5.00 p.m., Monday to Friday, inclusive.
- (b) The ordinary span of hours may be varied by mutual agreement between the employer and the employees concerned. Should there be a dispute regarding this clause, the matter shall be resolved through the disputes procedure.
- (c) Within the spread of hours in subclause (a) or (b) of this clause, starting and finishing times may be staggered on a daily basis to suit the needs of the business. Starting times shall rotate between employees to ensure no employee is disadvantaged.

13. Rostered Days Off

- (a) Rostered days off may be banked.
- (b) Rostered days off shall be taken to suit the needs of the business or at another mutually agreed time between the employer and the employees concerned.
- (c) Where an employee(s) has accumulated in excess of six rostered days off consistent with subclause (a) of this clause, the employer may require the employee(s) to take such accumulated days in excess of six.

14. Overtime

- (a) All employees shall be available to work Saturday and Sunday overtime if required by the employer.
- (b) Saturday/Sunday overtime shall rotate between employees to ensure no employee is disadvantaged.
- (c) Where it is believed an employee has been disadvantaged, it shall be referred to the consultative team for resolution.

15. Uniforms

All employees are required to wear company-issued uniforms at all times.

16. Flexible Duties

- (a) Employees, the subject of this award, may be required to drive front end loaders, concrete trucks, aggregate trucks, back hoes, vans/utes and cement tankers on a needs basis, subject to appropriate licensing and the employees' skill, competence and training.
- (b) Employees may be required to operate any plant and/or equipment at concrete plants, including allocation of work and batching, provided such work is within the skill, competency and training of the employees concerned.
- (c) Where duties are being performed within subclauses (a) and (b) of this clause that incur a higher rate of pay than the employees' normal rate of pay, such employees shall be paid the higher rate whilst so engaged, consistent with mixed function clauses from the relevant parent awards.
- (d) Employees may be required to assist in performing yard duties on a needs basis.
- (e) Employees may be required to assist in laboratory duties which include data entry, field testing, preparation and crushing of cylinders and raw materials testing, subject to an employees skill, competence and training.
- (f) Employees may be required to work away from home. When working away from home the appropriate award allowances shall apply.

17. Meal Breaks

- (a) All employees, the subject of this award, shall receive an unpaid meal break of 30 minutes per day.
- (b) The meal break shall be taken at a time mutually agreed between the employer and the employee, having regard to the staggered starting times and the needs of the business.

18. Vehicle and Plant Maintenance

- (a) It is a part of an employee's duties to ensure that his/her vehicle is regularly maintained. Such maintenance shall include, but not be limited to, pre-start checks, greasing, dedagging, washing and cleaning and minor maintenance. Drivers shall assist with mechanical repairs as directed, provided such assistance is within their skills, competence and training.
- (b) Employees shall assist in general plant maintenance and housekeeping as directed by the employer, subject to the employee's skill, competence and training.

19. Allowance

- (a) A laundry allowance shall be included in the base rates of pay as outlined in this award.
- (b) A meal allowance on overtime (first meal plus subsequent meal) shall not apply to employees the subject of this award.

20. Casual Minimum Start

Casual employees shall be given a minimum start of four hours on each occasion a casual employee is engaged.

21. Training and Education

All employees, the subject of this award, shall undertake training and education as directed by the employer. Such training shall be conducted in normal working hours.

22. Inter-Site Flexibility

All employees, the subject of this award, may be required to work out of any plant at short notice, to meet the needs of the customer.

23. Staff to Fill in on a Limited Basis

Supervisory personnel may perform award-covered work where the needs of the business require such work to be performed in urgent or emergency situations, subject to skills, competence and training of employees.

24. Data Entry

Employees may be required to enter relevant business data into a computer.

25. Consideration of Annualised Salaries

During the life of this award, the consultative team shall collect data on, and consider the introduction of, annualised salaries.

26. The Business Unit

The business unit is set out in Annexure A - Sites Covered.

27. Business Unit Consultative Team

The business unit shall establish a consultative team (hereafter the team) to implement this award, and shall meet in conjunction with the Consultative Team from the CSR Ltd trading as The Readymix Group Newcastle Transport Enterprise Bargaining Framework (State) Award 1996.

28. Composition of the Consultative Team

- (1) The team should have a maximum of four members and should be representative of the business unit concerned.
- (2) The team must have at least 50 per cent of its members representative of the employees employed in the business unit concerned.
- (3) The procedures for the election/appointment of company and employee team members should be determined at each business unit.

In the determination of the team members, consideration should be given to the:

- (a) size of the business unit;
- (b) geography of the sites in the business unit;
- (c) different job classifications in the business unit; and
- (d) shift arrangements in the business unit.

The company's employee relations representatives and the relevant union officials should be kept advised of developments and shall participate in any discussions as required.

29. Term of Office

- (1) Members elected or appointed to a team shall hold office for a period of 21 months. It is the responsibility of each team member to attend all team meetings and to represent the views and opinions of those people he or she represents.
- (2) If a member of the team ceases employment with the company or can no longer fulfil his or her responsibilities, a new election or appointment should be made and induction briefing should be arranged for the new team member.

30. Team Training

- (1) Once each business unit has established its team, the team shall undertake a training session, which shall concentrate on:
 - (a) the content and operation of this award;
 - (b) the role and operation of the team; and
 - (c) basic negotiating skills.

31. Team Meetings

- (1) Each team shall schedule regular meetings. Such meetings should occur at a time that minimises the disruption to the business unit's operations but also allows team members to play a focused and active role in the meetings.

Notation: For instance, scheduling meetings after a busy days work may be convenient but the team members might be too tired to fully participate; whereas scheduling meetings every other Wednesday afternoon could give everyone an opportunity to prepare and focus on the team's activities and ensure everyone is fresh and participates fully.

- (2) Team meetings shall be attended without loss of pay by team members.
- (3) The team should agree on the standard of length of team meetings.

Notation: For instance, two-hour meetings should give the team sufficient time to operate effectively; whereas a four-hour meeting might result in team members losing interest.

- (4) If the team wants to extend the standard length of its meetings, the team should agree on the length of the extension.

Notation: For instance, imagine you had a standard two-hour meeting which was scheduled to finish at 10.00 a.m. but the team was close to resolving an issue - the team could agree to extend the meeting to 12.30 p.m. to finish dealing with that issue.

- (5) An agreed amount of time should be allowed before and after each team meeting for the company and employee team members to meet separately.

The time before the team meeting should be used to prepare for the meeting and the time after the meeting should be used to debrief and evaluate what occurred in the meeting.

32. Team Meetings - Team Leader

- (1) Each team should elect a team leader. The position of team leader should rotate between a management and employee team member on an agreed basis.
- (2) It is the team leader responsibility to ensure that the meeting is run in accordance with the agenda and that each team member is given a reasonable opportunity to express their views during meetings.
- (3) It is also the team leaders responsibility to ensure that the meeting procedure is fair to all members of the team, particularly in relation to the taking of adjournments, time out, stretch breaks, etc.

33. Team Meetings - Minutes Taker

- (1) Each negotiating team shall elect a member for the purpose of recording minutes of each team meeting, preparing and distributing agendas.
- (2) Minutes should be recorded on a minute sheet as set out in Annexure B - "Summary of Meeting" to this award.

- (3) Minutes should be agreed to by the negotiating team at the conclusion of each meeting and signed by the minute taker and team leader as a true and correct record of the meeting.

34. Team Meetings - Agenda

- (1) Every team meeting must be structured around an agenda as set out in Annexure C - "Agenda for Meeting" to this award.
- (2) All team members have a right and a responsibility to submit agenda items.
- (3) The agenda, minutes from the previous meeting and any relevant background material/documentation shall be circulated within a reasonable time, but not less than three working days prior to team meetings to allow for preparation.

35. Team Communication

- (1) Each team shall establish a procedure for regularly communicating about the team's activities with the employees and management in the business unit.
- (2) This communication procedure should be serviced to suit the size, number and geography of sites in the business unit concerned.
- (3) The objective of the communication procedure is to ensure that everyone in the business unit has a good understanding of the team's activities, providing them with an opportunity to participate in the bargaining process through their representatives on the team.

36. Continuous Improvement

All parties and employees are committed to continually improving the business. To this effect, all employees co-operate with:

- (a) identification of key performance indicators;
- (b) ongoing measurement of those performance indicators;
- (c) through continuous improvement, implement agreed measures designed to improve performance indicators.

37. Stages of the Framework

This award shall be in three distinct stages:

- (i) Stage 1 - This stage is represented by the content of this award and establishes the broad framework, guidelines and administrative matters relevant to the enterprise bargaining process concluding, with the approval of this award, in the granting of the first stage increase of five per cent.
- (ii) Stage 2 - This stage deals with the implementation of Stage 1 at the various business units, concluding with the identification and implementation of performance indicators, measures and targets and completion of a Continuous Improvement Plan. This shall be completed within nine months of the first stage payment being made.

- (iii) Stage 3 - This stage deals with assessment of progress on the Continuous Improvement Plan, concluding with payment within 18 months from the date of the Stage 1 payment; provided that satisfactory progress has been achieved in accordance with the targets and opportunities for improvement identified in the Continuous Improvement Plan.

38. Wage Adjustments

The following wage adjustments shall apply to employees the subject of this award:

Stage 1 - Five per cent on and from 29 August 1996.

Stage 2 - Four per cent within nine months of the Stage 1 payment of this award, subject to the criteria of subclause (ii) of clause 37, Stages of the Framework, being met.

Stage 3 - Four per cent within 18 months of the Stage 1 payment of this award, subject to subclause (iii) of the said clause 37 being met.

Details of these rates are contained in Part B, Monetary Rates.

39. No Duress

No party has entered into this award under duress.

CSR Ltd trading as The Readymix Group Newcastle Concrete Enterprise Bargaining Framework (State) Award 1996

Signed on behalf of CSR Ltd trading as The Readymix Group - Country Division.

Signed on behalf of The Australian Workers' Union, New South Wales.

40. Deduction of Union Membership Fees

- (1) The company shall deduct union membership fees (not including fines or levies) from the pay of any employee, provided that:
- (a) the employee has authorised the company to make such deductions in accordance with subclause (2) herein;
 - (b) the union shall advise the company of the amount to be deducted for each pay period applying at the company's workplace and any changes to that amount;
 - (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (2) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of union fees (including any variation in that fee effected in accordance with the union rules) that the union advises the company to deduct. Where the employee passes any such written authorisation to the union, the union shall not pass the written authorisation on to the company without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (3) Monies so deducted from employees' pay shall be remitted to the union on either a weekly, fortnightly, monthly or quarterly basis at the company's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
- (a) where the company has elected to remit on a weekly or fortnightly basis, the company shall be entitled to retain up to five per cent of the monies deducted; and

- (b) where the company has elected to remit on a monthly or quarterly basis, the company shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (4) Where an employee has already authorised the deduction of union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (5) The union shall advise the company of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The union shall give the company a minimum of two months' notice of any such change.
- (6) An employee may at any time revoke in writing an authorisation to the company to make payroll deductions of union membership fees.
- (7) Where an employee who is a member of a union and who has authorised the company to make payroll deductions of union membership fees resigns his or her membership of a union in accordance with the rules of that union, the union shall inform the employee in writing of the need to revoke the authorisation to the company in order for payroll deductions of union membership fees to cease."

PART B

MONETARY RATES

Adult Basic Wage: \$121.40 per week

Table 1 - Wage Rates

- (i) Cement Mixers and Concrete Workers, Central Batch Plants (State) Award Classifications.

Grade	New Rate Per Week \$
1	433.30
2	454.60
3	485.80
3a	493.90
3b	494.60
4	501.50
5	501.50
5a	510.20
5b	518.50
6	510.20
6a	518.50
6b	530.40

Table 2 - Other Rates and Allowances

Allowances	New Rate Per Week \$
Industry allowance	17.20
Leading Hand allowance 2-5 people	14.70
Leading Hand allowance 5-10 people	17.00
Leading Hand allowance greater than 10 people	23.20

ANNEXURE A**Sites Covered**

Central Coast
Pavitt Crescent
Wyong North

Sandgate Laboratory Mangrove Road
Sandgate

Wyong Concrete Plant
Lot 18 Pavitt Crescent
Wyong

Tighes Hill Concrete Plant
Industrial Drive
Tighes Hill

Teralba Concrete Plant
Pitt Street
Teralba

Salamander Bay
Concrete Plant
Muller Road
Salamander Bay

Cardiff Concrete Plant
Pendlebury Road
Cardiff

Raymond Terrace Concrete Plant
Pacific Highway
Heatherbrae

ANNEXURE B**Summary of Meeting**

Division:	Date:
Team/Project Name:	Next Meeting Date
	From: am/pm
	To: am/pm
Leader:	Location:
Facilitator:	

Team Members:			
Apologies:			
Objective Of Meeting:			
No.	Agreed Action	By Whom	By When

ANNEXURE C**Agenda for Meeting**

Division:		Date of Meeting		
Team/Project Name:		Time:		
		From: am/pm		
		To: am/pm		
Leader:		Location:		
Facilitator:				
Team Members:				
Objective Of Meeting:				
No.	Item	Who	Time	Expected Outcome
1	Review this Agenda			Agreement on Agenda
2	Review Minutes of Last Meeting			Actions Completed or Carried Forward
Date, Time and Location of Next Meeting				
Meeting Evaluation:				

I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

(001)

SERIAL C2999

BUILDING AND CONSTRUCTION INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 4645 of 2003)

Before Mr Deputy President Sams

26 May 2004

REVIEWED AWARD

1. Insert after subclause 4.28 of clause 4, Classification Definitions, of the award published 31 August 2001 (327 I.G. 279), the following new subclause:

4.29 Continuous Service - For the purposes of this award service shall be deemed to be continuous notwithstanding an employee's absence from work for any of the following reasons:

- 4.29.1 annual leave, other leave (in accordance with clause 33 of this award) or parental leave;
- 4.29.2 illness or accident up to a maximum of four weeks after the expiration of paid sick leave;
- 4.29.3 jury service;
- 4.29.4 injury received during the course of employment and up to a maximum of 26 weeks for which the employee received worker's compensation;
- 4.29.5 where called up for military service for up to three months in any qualifying period;
- 4.29.6 long service leave;
- 4.29.7 any reason satisfactory to the employer or in the event of a dispute, as determined in accordance with the dispute resolution procedures. Provided that the reason shall not be deemed satisfactory unless the employee has informed the employer within 24 hours of the time when the employee was due to attend for work, or as soon as practicable thereafter, of the reason for the absence and probable duration.

2. Insert after subclause 6.5 of clause 6, Area, Incidence and Duration the following new subclause:

6.6 The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 26 May 2004.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

3. Delete subclause 12.6 and 12.7 of clause 12, Employer and Employee Duties, and insert in lieu thereof the following:

12.6 Amenities

12.6.1 The terms of the WorkCover NSW Code of Practice: Amenities for Construction Work in relation to toilets and drinking water shall apply as a term of this award.

12.6.2 The terms of the WorkCover NSW Code of Practice: Amenities for Construction Work in relation to Change rooms shall apply as a term of this award:

- (a) there is a total of fifteen employees of all trades, whether under this award or otherwise employed at the one time; and
- (b) the job has been or will be of two months duration or longer.

12.7 First-Aid Equipment

The employer shall as soon as is reasonably possible supply means, free of charge, to convey to the nearest hospital or doctor at which, or by whom, the employee is to be treated, any employee so seriously injured that it is not reasonably possible for such employee to travel independently of such conveyance.

The relevant first-aid provisions of the *Occupational Health and Safety Regulation* 2001 under the *Occupational Health and Safety Act* 2000 which prescribes that a first-aid kit with specified contents shall be provided and maintained by the employer on each job, shall be a term of this award.

4. Delete subclause 16.2 of clause 16, Redundancy, and insert in lieu thereof the following:

16.2 Redundancy Pay: A redundant employee shall receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined by this award) with their employer.
5. Delete paragraph (iii) of subclause 25.35 of clause 25 Special Rates, and insert in lieu thereof the following:

(iii) Control - the provision of Australian Standards AS/NZS2211.1:2004 AND AS2397-1993, both as varied from time to time, shall be observed where laser equipment is in use. Provided that should regulations covering laser safety be introduced a party to this award may make application to vary this award to comprehend such Regulations.
6. Delete the reference "32.6" from subclause 32.5 of clause 32, Annual Leave, and insert in lieu thereof the following:

"4.29"
7. Delete subclause 32.6 of clause 32, and insert in lieu thereof the following:

32.6 Calculation of continuous service (see clause 4, Classification Definitions of this award).
8. Delete the words "continuous employment" from subparagraph (c) of subclause 33.1 of clause 33, Other Leave, and insert in lieu thereof the following:

"continuous service (as defined by this award)"
9. Delete the first paragraph in clause 39, Special Provisions Relating to Apprentices, and insert in lieu thereof the following:

Occupational Health and Safety Regulation 2001 under the *Occupational Health and Safety Act* 2000 imposes manual handling obligations on employers. The National Standard for Manual Handling, published in February 1990, is the subject of a declaration by the National Occupational Health and Safety Commission under section 38(1) of the *National Occupational Health and Safety Commission Act* 1985 of the Commonwealth. The National Standard for Manual Handling (NOHSC:101(1990)) and the National Code of Practice: Manual Handling (NOHSC:2005)(1990)) prescribes methods of safe manual handling.
10. This variation shall take effect on and from 26 May 2004 and shall remain in force for a period of 12 months.

P. J. SAMS D.P.

(534)

SERIAL C2790

PLANT, &c., OPERATORS ON CONSTRUCTION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1640 of 2004)

Before Mr Deputy President Sams

26 May 2004

REVIEWED AWARD

1. Delete clause 42, Leave Reserved, of clause 1, Arrangement, of the award published 16 November 2001 (329 I.G. 625), and renumber existing clauses accordingly.
2. Delete paragraph (c) of subclause (v) of clause 9, Contract of Employment, and insert in lieu thereof the following:
 - (c) Unless specifically provided by the clauses referred to above, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

3. Delete the reference "clause 17" in paragraph 11.2.7 of clause 11, Hours, Day Workers, and insert in lieu thereof the following:

"clause 16"
4. Delete the reference "clause 18" in paragraph 11.2.9 of clause 11, and insert in lieu thereof the following:

"clause 17"
5. Delete the reference "paragraph 7(i)(c)(4)" in subclause (iii) of clause 12, Hours of Work - Part-time Employment, and insert in lieu thereof the following:

"paragraph 9(v)(c)"
6. Delete subclause (iv) of clause 12, and insert in lieu thereof the following:

(iv) The actual ordinary hours of part-time work shall be arranged or varied as applicable by mutual agreement between the employer and the employee from time to time.
7. Delete the reference "Item 9" in subclause (iv) of clause 17, Weekend Work, and insert in lieu thereof the following:

"Item 8"
8. Delete clause 23, Long Service Leave, and insert in lieu thereof the following:

23. Long Service Leave

See *Long Service Leave Act 1955* and where applicable, the *Building and Construction Industry Long Service Payments Act 1986*.

9. Delete the reference "clause 8" in subclause (iii) of clause 31, Fares and Travel Pattern Allowance, and insert in lieu thereof the following:

"clause 34"
10. Delete subclause (xviii) of clause 34, Camping Area, and insert in lieu thereof the following:

(xviii) Where an employee is required to camp either by direction of the employer or because no reasonable transport facilities are available to the employee to proceed to and from home each day shall be paid the camping allowance prescribed in the General Construction and Maintenance, Civil and Mechanical Engineering &c., (State) Award, as varied from time to time, or by any award replacing the said award.
11. Delete the reference "clause 8 and clause 9" in subclause (iii) of clause 35, Caravan Allowance, and insert in lieu thereof the following:

"clause 33 and clause 34"
12. Delete the reference "Item 20 and Item 21" in subclause (i) and (ii) of clause 37, Distant Place Allowance, and insert in lieu thereof the following:

"Item 18 and Item 19"
13. Delete the reference "The Occupational Health and Safety Regulation 2000" in subclause (x) of clause 38, Miscellaneous, and insert in lieu thereof the following:

"The Occupational Health and Safety Regulation 2001"

14. Delete the reference "Item 18 and Item 19" in section (A) and (B) of paragraph (c) of clause 38, and insert in lieu thereof the following:

"Item 20 and Item 21"

15. Delete paragraph (d) of subclause (xi) of clause 38, and insert in lieu thereof the following:

- (d) Each employee engaged in carrying out such work shall during the time he/she is so engaged be paid the amount as set out in Item 22 of Table 2 per hour.

16. Delete the reference "clause 14" in subclause (j) of clause 40, Trade Union Training Leave, and insert in lieu thereof the following:

"clause 19"

17. Delete clause 42, Leave Reserved, and renumber existing clauses accordingly.

18. Delete subclause (i) of clause 43, Settlement of Disputes, and insert in lieu thereof the following:

- (i) Where a dispute arises at a particular job location which cannot be resolved between the worker or his/her representatives and the supervising staff, it shall be referred to the Industrial Officer or other officer nominated by the employer who will then arrange for the matter to be discussed with the Union or Unions concerned.

19. Delete subclause (iv) of clause 45, Area, Incidence and Duration and insert in lieu thereof the following:

- (iv) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 26 May 2004.

20. Delete Table 2, Other Rates and Allowances, and insert in lieu thereof the following:

Item	Clause	Brief Description	Amount
1	5(iii)	Operator in charge of plant	\$12.77 per week
2	5(iv)(a)	Industry allowance	\$20.40 per week
4	5(iv)(c)	Employees engaged in waste disposal depots	\$0.95 per hour
5	5(viii)	Leading hands - In charge of more than 2 and up to 5 Employees In charge of more than 5 and up to 10 Employees In charge of more than 10 employees	\$18.00 per week \$25.40 per week \$32.40 per week
6	5(ix)	Special Allowance - Employees within A.I. & S, Port Kembla	\$0.72 per hour
7	5(x)	Employees involved in road construction work in the Illawarra region near coal wash	\$0.46 per hour
8	14(ii)	Meal Allowance each subsequent meal	\$9.90 per meal \$8.10 per meal
9	5(2)	Floating/Mobile/other cranes for every 5 tonnes in excess of 20 tonnes	\$1.73
10	31(i)(a)	Excess Fares Per Day	\$13.30
		Small Fares Per Day	\$5.10
	31(i)(b)	Travel Pattern Loading Per Week	\$7.25
11	31(iv)(a)	Travel in excess of 40 kilometres from the depot - payment per kilometre Minimum Payment	\$0.73 per km \$13.30 per day

	31(iv)(b)	Use of Own Vehicle	\$0.73 per km
	31(iv)(c)	Road Escort - Own Vehicle	\$0.73 per km
	31(iv)(d)	Transfer - One job to another Own Vehicle	\$0.73 per km
12	31(v)	Carrying of Fuels of Oils and/or grease	\$7.70 per day
13	33(iii)(a)	Country Work Allowance - Unbroken Week	\$338.60 per week
	33(iii)(b)	Broken Week	\$48.40 per day
14	33(iii)(c)(i)	Travel Allowance - Weekend Return	\$27.10 per occasion
15	33(v)	Meal Allowance whilst travelling	\$9.90 per meal
16	34(xv)(a)	Camping Area - Weekend return	\$27.10 per occasion
17	35(ii)	Caravan Allowance Unbroken Week Broken Week	158.10 per week 22.60 per day
18	37(i)	Employees working in the west and north districts of the state and Employees working in the western division of the state	1.27 per day
19	37(ii)	Employees working in the southern districts of the state	1.27 per day
20	38(x)(c)(v)(A)	First-aid Allowance	1.96 per day
21	38(x)(c)(v)(B)	First-aid Allowance	3.08 per day
22	38(xi)(d)	Employee engaged in lime work	0.34 per hour

21. This variation shall take effect on and from 26 May 2004 and shall remain in force for a period of 12 months.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.
(980)

SERIAL C2956

WINDSCREENS O'BRIEN (GLASS WORKERS) ENTERPRISE BARGAINING 1995 AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 5715 of 2003)

Before Mr Deputy President Grayson

21 July 2004

REVIEWED AWARD

1. Delete the reference to the Building Workers' Industrial Union of Australia, New South Wales Branch in clause 3, Parties Bound, of the Award published 21 June 1996 (293 I.G. 518) and insert in lieu thereof the following:

Construction, Forestry, Mining and Energy Union (New South Wales Branch)

2. Delete clause 8, Wages, and insert in lieu thereof the following:

8. Wages

The wage rates for this Award are fixed by Table 1 of Part B of the Parent Award as amended from time to time.

3. Delete the reference to the Building Workers' Industrial Union of Australia, New South Wales Branch, in subclause (3) of clause 13, Disputes Procedure, and insert in lieu thereof the following:

Construction, Forestry Mining and Energy Union (New South Wales Branch)

4. Delete subclause (4) of the said clause 13 and insert in lieu thereof the following:
- (4) If the matter is not settled in accordance with subclause (3) of this clause, then the matter shall be referred to the Industrial Relations Commission of New south Wales.
5. Insert at the end of clause 14, Area and Incidence, the following new paragraphs:

The changes made to the Award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 8 June 2004.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(769)

SERIAL C3003

SKI INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3796 of 2004)

Before Commissioner McKenna

29 July 2004

VARIATION

1. Delete clause 4, Safety Net Commitments, of the award published 29 June 2001 (325 I.G. 876) and insert in lieu thereof the following:

4. Safety Net Commitments

The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

- (a) any equivalent over-award payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

2. Delete Appendix A - Rates of Pay, and Appendix B - Other Rates and Allowances, and insert in lieu thereof the following:

APPENDIX A

Rates of Pay

Classification - Group A	SWC 2003 Weekly Rate \$	SWC 2004 Adjustment \$	SWC 2004 weekly Rate \$
Lift Operator	541.70	19.00	560.70
Lift Attendant	473.50	19.00	492.50
Parking Attendant	473.50	19.00	492.50
Ski Patrol	601.50	19.00	620.50
Ticket Seller	505.70	19.00	524.70
Courtesy Staff	505.70	19.00	524.70
Snow Groomer Operator	639.00	19.00	658.00
Snow Maker	636.00	19.00	655.00
Driver	541.70	19.00	560.70
Resort Worker	500.70	19.00	519.70
Trail Crew	541.70	19.00	560.70
Ski Outlet staff	500.70	19.00	519.70

Group B	Existing Daily Rate \$	New Daily rate (incl SWC 2004) \$
Lift Operator	117.3683	121.4849
Lift Attendant	102.5917	106.7083
Parking Attendant	102.5917	106.7083
Ski Patrol	130.3250	134.4416
Ticket Seller	109.5683	113.6849
Courtesy Staff	109.5683	113.6849
Snow Groomer Operator	138.4500	142.5666
Snow Maker	137.8000	141.9166
Driver	117.3683	121.4849
Resort Worker	108.4850	112.6016
Trail Crew	117.3683	121.4849
Ski Outlet Staff	108.4850	112.6016

APPENDIX B

Other Rates and Allowances

Item No	Clause No.	Brief Description	SWC 2003 Amount \$	SWC2004 Amount \$
	3.1	Leading Hand Allowance		
1		In charge of 2 or more and up to and including 5 employees	0.46	0.48
2		In charge of more than 5 and up to and including 10 employees	0.67	0.69

3		In charge of more than 10 employees	0.78	0.81
4	3.2	Sewerage Farm Allowance	7.12	7.37
5	3.3(a)	Equipment Allowance - Lift Operator, Lift Attendant or Courtesy Staff (Group A/B)	1.76	1.82
6	3.3(b)	Ski Patrol or Trail Crew (Group A/B)	14.35	14.85
7	3.3(c)	Snow Groomer Operator, Snow Maker or Resort Workers (Group A)	1.20	1.24
8	10.5	Meal Allowance during overtime:		
		More than one hour	8.37	8.69
		After each subsequent four hours	6.84	7.10

"Note": These allowances are contemporary for expense related allowances as at 30 March 2004 and for work related allowances are inclusive of adjustment in accordance with the June 2004 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 1 September 2004.

D. S. McKENNA, Commissioner.

Printed by the authority of the Industrial Registrar.

(0801)

SERIAL C3002

SKI INSTRUCTORS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, and another, industrial organisation of employees.

(No. IRC 3796 of 2004)

Before Commissioner McKenna

29 July 2004

VARIATION

1. Delete subclause 4.1 of clause 4, Safety Net Commitments, of the award published 29 June 2001 (325 I.G. 863) and insert in lieu thereof the following:
 - 4.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) any wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Point 3, Total Points Table, of Appendix A, and insert in lieu thereof the following:
 3. Total Points Table

Points	Category	G'teed hours per week	G'teed weeks per season	SWC 2003 min. Rate per hour \$	SWC 2004 weekly rate per hour \$	Relocation Reimbur't \$
22	1	25	12	29.7869	30.3285	1,500
18-21	2	25	12	27.7177	28.2593	1,500
15-17	3	25	10	24.4216	24.9632	1,000
10-14	4	25	8	22.1654	22.7070	500
5-9	5	25	5	19.6116	20.1532	-
2-4	6	25	3	17.6616	18.2032	-
0-1	7	-	-	16.3182	16.8598	-

Mt Selwyn Rates

Points	Category	G'teed Hours per week	G'teed weeks per season	SWC 2003 min. Rate per hour \$	SWC 2004 weekly rate per hour \$	Relocation Reimbur't \$
22	1	25	8	29.7869	30.3285	1,500
18-21	2	25	8	27.7177	28.2593	1,500
15-17	3	20	6	24.4216	24.9632	660
10-14	4	15	4	22.1654	22.7070	330
5-9	5	10	2	19.6116	20.1532	-
2-4	6	10	2	17.6616	18.2032	-
0-1	7	-	-	16.3182	16.8598	-

3. This variation shall take effect from the first full pay period to commence on or after 1 September 2004.

D. S. McKENNA, Commissioner.

Printed by the authority of the Industrial Registrar.

(043)

SERIAL C3057

BOWLING CLUBS EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3792 of 2004)

Before Mr Deputy President Sams

3 August 2004

VARIATION

1. Delete subclause (iii) of clause 8 Rates of Pay, of the award published 8 February 2002 (333 I.G. 1), and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (A) any equivalent overaward payments; and/or
 - (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	Former Rate \$	SWC 2004 Adjustment \$	Total rate \$
Turfgrass Employees			
5 day worker			
Level One	465.10	19.00	484.10
Level Two	487.60	19.00	506.60
Level Three	508.50	19.00	527.50
Level Four	542.20	19.00	561.20
Level Five	563.10	19.00	582.10
5 and ½ day worker		19.00	
Level One	476.00	19.00	495.00
Level Two	498.50	19.00	517.50
Level Three	519.30	19.00	538.30
Level Four	553.00	19.00	572.00
Level Five	573.90	19.00	592.90

Classification Apprentices	Percentage of Skilled Tradesman's' rate (Turfgrass Employee Level 4)	SWC 2004 Amount \$
5 day week		
1st year of apprenticeship	50%	280.60
2nd year of apprenticeship	58%	325.50
3rd year of apprenticeship	68.5%	384.40
4th year of apprenticeship	78%	437.75
5 and ½ day week		
1st year of apprenticeship	50%	286.00
2nd year of apprenticeship	58%	331.75
3rd year of apprenticeship	68.5%	391.80
4th year of apprenticeship	78%	446.15

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	16	Meal Allowance	8.25
2	26(iv)		0.45 per km
3	29		1.80 per day

Note: These allowances are contemporary for expense related allowances as at 30 March 2004 and for work related allowances are inclusive of adjustment in accordance with the June 2004 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

- This variation shall take effect from the first full pay period to commence on or after 20 July 2004, and remain in force for a period of 12 months.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(112)

SERIAL C3106

CHEMICAL WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3792 of 2004)

Before Mr Deputy President Sams

3 August 2004

VARIATION

1. Delete subclause (iii) of clause 3, Wages, of the award published 11 May 2001 (324 I.G. 688), and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B - Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Chemical Plant Operator - Class One (100%)	542.20	19.00	561.20
Class Two (92.4%)	508.50	19.00	527.50
Class Three (89.9%)	498.10	19.00	517.10
Materials Attendant - Class One (92.4%)	508.50	19.00	527.50
Class Two (89.9%)	498.10	19.00	517.10
General Labourer (86%)	481.80	19.00	500.80
Forklift Operator (89.9%)	498.10	19.00	517.10

Juniors:	Percentage of total wage for adult general labourer per week %
Under 16 years of age	44
At 16 years of age	53
At 17 years of age	61
At 18 years of age	70
At 19 years of age	79
At 20 years of age	88

Table 2 - Other Rates and Allowances

Item No	Clause No.	Brief Description	SWC 2003 Amount \$	SWC 2004 Amount \$
1	4(i)	Leading Hand	21.35	22.10
2	4(ii)	Cleaning inside tank or still	1.15 per hour	1.20 per hour
3	9(iii)(a)	Meal allowance	9.75	10.10
4	9(iii)(a)	Meal allowance - second meal	9.75	10.10
5	20(ii)	Duties of first-aid person	1.60 per day	1.65 per day

"Note": These allowances are contemporary for expense related allowances as at 30 March 2004 and for work related allowances are inclusive of adjustment in accordance with the State Wage Case 2004 decision of the Industrial Relations Commission of New South Wales.

- This variation shall take effect from the first full pay period to commence on or after 25 July 2004, and remain in force for a period of 12 months.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(355)

SERIAL C3109**GOLF CLUBS EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3792 of 2004)

Before Mr Deputy President Sams

3 August 2004

VARIATION

1. Delete subclause (iii) of clause 8, Rates of Pay, of the award published 8 February 2002 (331 I.G. 32), and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (A) any equivalent overaward payments, and/or
 - (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay**

Greenkeeper -	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
---------------	-----------------------	---------------------------	-----------------------

5 days weekly			
Level One	465.10	19.00	484.10
Level Two	487.60	19.00	506.60
Level Three	508.40	19.00	527.40
Level Four	542.20	19.00	561.20
Level Five	583.90	19.00	602.90
Level Six	623.60	19.00	642.60
5 & ½ days weekly			
Level One	476.00	19.00	495.00
Level Two	498.50	19.00	517.50
Level Three	519.30	19.00	538.30
Level Four	553.10	19.00	572.10
Level Five	592.80	19.00	611.80
Level Six	634.50	19.00	653.50

Table 2 - Apprentices

Apprentices	Percentage of Skilled Tradespersons minimum weekly rate (Greenkeeper Level 4)	Rate per week 5 days \$	Rate per week 5 & ½ days \$
1st year apprentice	50%	280.60	286.05
2nd year apprentice	58%	325.50	331.80
3rd year apprentice	68.5%	384.40	391.90
4th year apprentice	78%	437.75	446.25

Table 3 - Other Rates and Allowances

Brief Description	SWC 2003 Amount \$	SWC 2004 Amount \$
Meal Allowance	7.95	8.25
Required to use own vehicle	0.46 p/km	0.46 p/km
First-aid	1.75	1.80

Note: These allowances are contemporary for expense related allowances as at 30 March 2004 and for work related allowances are inclusive of adjustment in accordance with the May 2003 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

Table 4 - Youth Rates

Youths	Percentage of Greenkeeper Level 1 %	Rate per week 5 days \$	Rate per week 5 ½ days \$
At 16 and under 17 years of age	45	217.85	222.75
At 17 and under 18 years of age	50	242.05	247.50
At 18 and under 19 years of age	60	290.45	297.00
At 19 and under 20 years of age	80	387.30	396.00
At 20 and under 21 years of age	100	484.10	495.00

3. This variation shall take effect from the first full pay period to commence on or after 20 July 2004, and remain in force for a period of 12 months.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(440)

SERIAL C3111

MARGARINE MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3792 of 2004)

Before Mr Deputy President Sams

3 August 2004

VARIATION

1. Delete subclause (viii) of clause 2, Rates of Pay of the award published 24 August 2001 (327 I.G. 163) and insert in lieu thereof the following:
 - (viii) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (i) any equivalent overaward payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	Former Rate \$	SWC 2004 \$	Total Rate \$
Refinery Operator and Process Operator (96%)	523.30	19.00	542.50
Assistant Refinery Operator and Seeding			

Plant Operator (92.4%)	508.50	19.00	527.50
Assistant Seeding Plant Operator, Assistant Process Plant Operator and Packaging Plant Operator (89.9%)	498.10	19.00	517.10
All Others (83%)	469.90	19.00	488.90

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2003 Amount \$	SWC 2004 Amount \$
1	2(iv)	Removing grease by Anderson Kerrick or similar steam method per hour	0.39	0.40
2	2(v)(a)	Cleaning pits, tanks, vats, sumps and / or drains per hour	0.68	0.70
	2(v)(b)	Continuously employed in the above per week	15.80	16.35
3	2(vi)	Clothing Allowance per week	2.10	2.15
4	2(iii)	Leading Hands (per week)		
		(a) in charge of 3 to 6 employees	17.60	18.20
		(b) in charge of 7 to 10 employees	21.80	22.60
		(c) in charge of 11 to 15 employees	26.10	27.00
		(d) in charge of more than 15 employees	32.60	33.70
5	7(i)(iii)	Meal Allowance		
		(a) in excess of 1 hours overtime	7.65	7.95
		(b) in excess of four hours overtime	7.65	7.95
		(c) with notice of overtime	7.65	7.95
6	19	First Aid Allowance per day or shift	2.20	2.30

"Note": These allowances are contemporary for expense related allowances as at 30 March 2004 and for work related allowances are inclusive of adjustment in accordance with the June 2004 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

4. This variation shall take effect from the first full pay period to commence on or after 12 November 2004, and remain in force for a period of 12 months.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(507)

SERIAL C3114**NURSERIES EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3792 of 2004)

Before Mr Deputy President Sams

3 August 2004

VARIATION

1. Delete subclause (g) of clause 5, Wages, of the award published 12 April 2001 (323 I.G. 1041), and insert in lieu thereof the following:

(g) The rates of pay in this award include the adjustments payable under the State Wage Case of May 2004. These adjustments may be offset against:

(a) any equivalent overaward payments, and/or

(b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete (1), Adult Employees, of Table 1 - Wage Rates, of Part B, Monetary Rates, and insert in lieu thereof the following:

(1) Adult Employees -

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Senior Nursery Tradesperson	583.90	19.00	602.90
Nursery Tradesperson	542.20	19.00	561.20
Mobile Nursery Person	511.00	19.00	530.00
Trainee Nursery Person	490.20	19.00	509.20
Micro-Propagation Processor	490.20	19.00	509.20
Nursery Hand	469.30	19.00	488.30

3. Delete Table 2 - Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2003 Amount \$	SWC 2004 Amount \$
1	16(b)	First-aid	1.65	1.70
2	18(a)	Meal Allowance	8.25	8.55

"Note". These allowances are contemporary for expense related allowances as at 30 March 2004 and for work related allowances are inclusive of adjustment in accordance with the June 2004 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

4. This variation shall take effect from the first full pay period to commence on or after 19 July 2004, and shall remain in force for a period of 12 months.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(511)

SERIAL C3115**NUT FOOD MAKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3792 of 2004)

Before Mr Deputy President Sams

3 August 2004

VARIATION

1. Delete subclause (v) of clause 4, Rates of Pay of the award published 15 February 2002 (331 I.G. 357), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (i) any equivalent overaward payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wages**

- (i) Adult Employees -

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Roaster and/or fryer (96%)	508.75	19.00	527.75
Mayonnaise Plant Operator (96%)	508.75	19.00	527.75
Distributor and Dispatcher (92.4%)	495.90	19.00	514.90
All other adult employee* (87.9%)	480.60	19.00	499.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2003 Amount \$	SWC 2004 Amount \$
1	4(iii)	Leading Hands: In charge of 3 to 6 employees In charge of 7 to 10 employee In charge of 11 to 15 employees In charge of more than 15 employees	21.40 25.10 31.80 39.05	22.15 26.00 32.90 40.40
2	14(i) &(iii)	Meal Allowance	9.00	9.35
3	26 (ii)	First-aid Allowance	2.65	2.75

"Note": These allowances are contemporary for expense related allowances as at 30 March 2004, and for work related allowances are inclusive of adjustment in accordance with the June 2004 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 31 December 2004, and remain in force for a period of 12 months.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(341)

SERIAL C3116**PEST CONTROL INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales industrial organisation of employees.

(No. IRC 3792 of 2004)

Before Mr Deputy President Sams

3 August 2004

VARIATION

1. Delete subclause (e) of clause 3, Wages, of the award published 24 November 2000 (320 I.G. 592), and insert in lieu thereof the following:
 - (e) The rates of pay in this award include the adjustments payable under the State Wage Case of 2004. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wages**

Group No	Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
	Trainee	448.40	19.00	467.40
1	Grade 1	473.80	19.00	492.80
2	Fumigator/Technician	486.90	19.00	505.90
3	Senior Fumigator/Technician	502.50	19.00	521.50
4	Inspector	548.35	19.00	567.35

Table 2 - Other Rates and Allowances

Item	Clause	Brief Description	SWC 2003	SWC 2004
------	--------	-------------------	----------	----------

No.	No.		Amount \$	Amount \$
1	3(d)	Leading Hand: 2-5 employees	0.49 per hour	0.51 per hour
2	3(d)	Leading Hand: 5-10 employees	0.66 per hour	0.68 per hour
3	3(d)	Leading Hand: more than 10 employees	0.86 per hour	0.89 per hour
4	6(c)	Meal allowance	10.20	10.60
5	6(d)	Meal allowance - Overtime or work past 12 noon	10.20	10.60
6	14(b)	Living away from home allowance	389.90 p/week	389.90 p/wk
7	17(b)	First-aid allowance	2.30 per day or shift	2.40 per day or shift

"Note". These allowances are contemporary for expense related allowances as at 30 March 2004 and for work related allowances are inclusive of adjustment in accordance with the June 2004 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 25 July 2004, and remain in force for a period of 12 months..

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(541)

SERIAL C3120**POTATO CRISP MAKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3792 of 2004)

Before Mr Deputy President Sams

3 August 2004

VARIATION

1. Delete subclause (v) of clause 5, Rates of Pay, of the award published 10 August 2001 (326 I.G. 1011), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case of May 2004. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay**

(i) Adult Employees -

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Cook Grade 1, Extrusion Machine Operator Grade 1, Corn Chip Cook, Corn Preparation Operator (Amotts)	571.40	19.00	590.40
Packing Machine Operator, Fork Lift Truck Driver (Amotts)	569.00	19.00	588.00
Waste Water Treatment and Plant Operator (Amotts)	575.90	19.00	594.90
Cook Grade 1, Extrusion Machine Operator Grade 1, Corn Chip Cook, Corn Preparation Operator	562.10	19.00	581.10
Packing Machine Operator, Fork Lift Truck Driver	559.70	19.00	578.70
Waste Water Treatment and Plant Operator	555.90	19.00	574.90
Cook Grade 2, Extrusion Machine Operator Grade 2, Other			

Machine Operator, Packet Weight Controller using calculator, Pallet Checker and Recorder and Palletiser, Wet End Attendant, Packaging Machine Operator (Training)	535.60	19.00	554.60
Person who, in the course of a shift, cleans toilets	527.60	19.00	546.60
Other employees not elsewhere classified	524.70	19.00	543.70

- (ii) Juniors - Junior employees shall be paid the following percentages of the rate of pay for the classification "Other employees not elsewhere classified", calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding 2.5 cents to be disregarded:

	Percentage
At 16 years of age and under	50
At 17 years of age	60
At 18 years of age	70
At 19 years of age	80
At 20 years of age	95

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2003 Amount \$	SWC 2004 Amount \$
1	5(ii)	Leading Hand Allowance	33.20 per week	34.40 per week
2	5(iv)	Team Leader - Arnotts Foods only	53.40 per week	55.25 per week
3	3(iii)(b)	Afternoon Shift Allowance	75.10 per week	77.75 per week
4	3(iv)(b)	Night Shift Allowance	149.30 per week	154.55 per week
5	8(vi)	Meal Allowance	7.75 per meal	8.05 per meal
6	16(iii)	First-aid Allowance	2.00 per day	2.05 per day

"Note" These allowances are contemporary for expense related allowances as at 30 March 2004 and for work related allowances are inclusive of adjustment in accordance with the June 2004 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after the 24 July 2004, and remain in force for a period of 12 months.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(570)

SERIAL C3124

RACE CLUBS EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3792 of 2004)

Before Mr Deputy President Sams

3 August 2004

VARIATION

1. Delete subclause (1) of clause 2, Arbitrated Safety Net Adjustment of the award published 24 August 2001 (327 I.G. 95), and insert in lieu thereof the following:
 - (1) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (i) any equivalent overaward payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Wages**

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Race Club Employee 1 - 110%			
Track Foreman	584.00	19.00	603.00
Foreman Gardener	584.00	19.00	603.00
Race Club Employee 2 - 100%			
Tradesman	542.20	19.00	561.20
Race Club Employee 3 - 92.4%			
Leading Hand (Track and Maintenance)	508.50	19.00	527.50
Leading Hand (Gardener)	508.50	19.00	527.50
Race Club Employee 4 - 89%			
Track Crossing Attendant	494.30	19.00	513.30
Propagator	494.30	19.00	513.30
Race Club Employee 5 - 86%			
Gardener (as defined)	481.80	19.00	500.80
Fettler	481.80	19.00	500.80

General Track or Maintenance Hand	481.80	19.00	500.80
Race Club Employee 6 - 82%			
General Maintenance Labourer and Cleaner	465.10	19.00	484.10
Employee not else where classified	465.10	19.00	484.10
Race Club Employee 7 - 78%			
Employee undertaking up to 3 months on the job training	448.40	19.00	467.40
Plant Operators			
Plant Operator 1 - (92.4%)	508.50	19.00	527.50
Plant Operator 2 - (87.4%)	487.70	19.00	506.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2003 Amount \$	SWC 2004 Amount \$
1	3 (2) (a)	Employee other than a Plant Operator, required to use a scythe or operate a power mower	1.80 per day or part thereof	1.85 per day or part thereof
2	3 (2) (b)	Employee other than a Plant Operator, required to operate a tractor with or without attachments and/or front end loader	1.80 per day or part thereof	1.85 per day or part thereof
3	3 (2) (c)	Employees required to use pesticides, weedicides Or poisonous sprays	1.90 per day	2.00 per day
4	3 (2) (d)	First-aid Allowance	2.50 per day	2.60 per day
5	3 (2) (e)	Meal Allowance for overtime	7.65	7.95
6	3 (2) (f)	Horse handling allowance	1.80 per day or part thereof	1.85 per day or part thereof

"Note": These allowances are contemporary for expense related allowances as at 30 March 2004, and for work related allowances are inclusive of adjustment in accordance with the June 2004 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 1 November 2004, and remain in force for a period of 12 months.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(607)

SERIAL C3125**SOAP AND CANDLE MAKERS (STATE) CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3792 of 2004)

Before Mr Deputy President Sams

3 August 2004

VARIATION

1. Delete clause 2, Safety Net Commitments, of the award published 6 July 2001 (325 I.G. 1033), and insert in lieu thereof the following:

2. Safety Net Commitments

- (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
- (a) any equivalent over award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wages**

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Group I - Employee in charge of soap Making Chemithon Plant Operator	480.50	19.00	499.50
Group II - Soap Boiler, including the finishing of Soap Pan Tower Operator Granulation Plant Operator Fork Lift Operator	469.40	19.00	488.40
Group III - Employees working at Pans Kettle Operator Amalgamator and Mill Operator Glycerine Room Operator Wrapping Machine	461.20	19.00	480.20

Operator Automatic Stamping Machine			
Operator Liquid Detergents			
Operator Mixing (Non-soap Detergents)			

Operator Screens and Dosing			
Operator Soap Dryer			
Operator Tallow Beaching			
Machine Adjuster, all locations			
Chemithon Assistant Operator			
Weight Controller			
Group IV -			
Malleys Dust Collector	455.50	19.00	474.50
Jet Room Operator			
Employees engaged in mechanical and/or hand crushing			
Employee melting out oils and fats			
Employee pumping oil to soap pans and kettles			
Treatment - hand, glycerine			
Assistant mixer operator, non-soapy detergent			
Powder Reclaiming Operator			
Group V -			
Employees engaged in open air stacking, handling and receiving raw materials	449.70	19.00	468.70
Employee filling, trucking, weighing, etc.			
Employee on automatic sealing machine			
Soda Boiler			
Employee not elsewhere classified			

	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Stearine and Candles -			
Candle Maker	456.30	19.00	475.30
Stillman	454.10	19.00	473.10
Candle Moulder	450.70	19.00	469.70
Stearine Press Operator	448.40	19.00	467.40
Employees concentrating candle crude glycerine	448.40	19.00	467.40
Operator in charge of flat splitting plant	454.10	19.00	473.10
General Hand not elsewhere classified	448.40	19.00	467.40
Candle Manufacturer	448.40	19.00	467.40
All others	449.70	19.00	468.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2003 Amount \$	SWC 2004 Amount \$
1	5(iv)	Leading Hand Allowance -		
		In charge of 3 to 6 employees	19.50	20.20
		In charge of 7 to 10 employees	24.20	25.5
		In charge of 11 to 15 employees	29.15	30.15
		In charge of more than 15 employees	36.10	37.35
2	5(v)	Employees engaged in cleaning pits, tanks, vats and/or stumps and/or evaporator tubes	0.75	0.78
3	5(vi)	Employees required to empty bags of soda ash by hand	0.74	0.77
4	5(vii)	First-aid Attendant	2.50	2.60

	27(ii)			
5		Meal Allowance -		
	15(i),	Overtime in excess of four hours	8.45	8.80
	15(iii)	Notified of overtime	8.45	8.80

"Note": These allowances are contemporary for expense related allowances as at 30 March 2004 and for work related allowances are inclusive of adjustment in accordance with the June 2004 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 15 August 2004, and remain in force for a period of 12 months.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(669)

SERIAL C3126**TOYMAKERS' EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3792 of 2004)

Before Mr Deputy President Sams

3 August 2004

VARIATION

1. Delete subclause (i) of clause 3, Wages, of the award published 8 June 2001 (325 I.G. 404), and insert in lieu thereof the following:

- (i) Adults - The minimum rates of pay for the classifications in this Award are set out hereunder.
- (a) Employees engaged in the manufacture or preparation of soft toys and or dolls of all descriptions (including clay, rubber and sawdust) shall be paid the following rates of pay:

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Cutter - out	456.70	19.00	475.70
Press operator - all materials except cloth	454.70	19.00	473.70
Mould reproducer	451.30	19.00	470.30
Spray gun operator	451.30	19.00	470.30
Grinder or Buffer	450.10	19.00	469.10
All other adult employees	448.40	19.00	467.40

- (b) Employees engaged in the manufacture and/or preparation of wooden toys shall be paid the following rates of pay:

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Sawyer	456.70	19.00	475.70
Sanding machine operator	451.30	19.00	470.30
Spray gun Operator	451.30	19.00	470.30
All other employees	448.40	19.00	467.40

2. Delete subclause (vii), of clause 3, Wages and insert in lieu thereof the following:

- (vii) The rates of pay in this award include the adjustments payable under State Wage Case 2004. These adjustments may be offset against:
- (a) any equivalent overaward payment; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

3. This variation shall take effect from the first full pay period to commence on or after 31 March 2005, and remain in force for a period of 12 months.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(696)

SERIAL C3127**VEGETABLE OILS, &c., EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3792 of 2004)

Before Mr Deputy President Sams

3 August 2004

VARIATION

1. Delete clause 4, State Wage Case Adjustments of the award published 24 August 2001 (327 I.G. 183) and insert in lieu thereof the following:

4. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

- (i) any equivalent overaward payment; and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay**

- (i) Adult Employees -

Classification	SWC 2003 Amount \$	SWC 2004 Adjustment \$	SWC 2004 Amount \$
Level One: (96%) Solvent Extractor, Refiner	523.50	19.00	542.50
Level Two: (89.9%) Machine Operators, Assistant Refiner, Press Person, Employee Working Expellers, Oil Pumperson, Delinter and/or Dehuller Operator, Forklift Operator, Meat Packer and Sewer	498.10	19.00	517.10
Level Three: (87.4%) Crusher Feeder, Solvent Extractor Hand, Baler Operator, Seed Intake Operator	487.70	19.00	506.70
Level Four: (83%) All Others	469.40	19.00	488.40

Table 2 - Other Rates and Allowances

Item No.	Clauses No.	Brief Description	SWC 2003 Amount \$	SWC 2004 Amount \$
1	3(iii)	Leading Hand Allowance		
2		In charge of 3 to 6 employees	18.80	19.50
3		In charge of 7 to 10 employees	23.20	24.00
4		In charge of 11 to 15 employees	28.00	29.00
5	3(v)	In charge of over 15 employees	35.00	36.20
6	9	During Cotton Seed Operations	0.23 per hour	0.24 per hour
7	20	Meal Allowance	9.00	9.35
		First-Aid Allowance	2.15 per day or shift	2.25 per day or shift

"Note": These allowances are contemporary for expense related allowances as at 30 March 2004 and for work related allowances are inclusive of adjustment in accordance with the June 2004 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 17 November 2004, and remain in force for a period of 12 months.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

AGED CARE INDUSTRY BROKEN HILL AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Broken Hill Town Employees' Union, industrial organisation of employees.

(No. IRC 3871 of 2004)

Before Mr Deputy President Sams

3 August 2004

VARIATION

1. Delete clause 3, Wages, of the award published 20 July 2001 (326 I.G. 255) and insert in lieu thereof the following:

3. Wages

Employees shall be paid not less than the rates prescribed for the appropriate classifications set out in Table 1 - Wages, of Part B Monetary Rates.

The rates of pay in this award include the adjustments payable under the State Wage Case of May 2004. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Classification	Total Rate Per Week effec. 8 August 2003 \$	SWC May 2004	Total Rate Per Week effec. 8 August 2004 \$
Clerks			
Junior -			
At 16 Years or under	293.74	3.5%	304.02
At 17 Years or under	331.31	3.5%	342.91
At 18 Years or under	377.02	3.5%	390.22
At 19 Years or under	422.84	3.5%	437.64
At 20 Years or under	464.27	3.5%	480.52
Grade 1 -			
At 21 Years of age or first year of service	502.60	19.00	521.60
Second Year of service	513.70	19.00	532.70
Third Year of service	526.20	19.00	545.20
Fourth Year of service	536.50	19.00	555.50
Fifth Year and thereafter	548.70	19.00	567.70
Grade 2 -			
First Year of service	563.70	19.00	582.70
Second Year and thereafter	579.30	19.00	598.30
Grade 3			

First Year of service	593.00	19.00	612.00
Second Year and thereafter	608.60	19.00	627.60
Grade 4			
First Year of service	621.90	19.00	640.90
Second Year and thereafter	634.10	19.00	653.10
Grade 5			
First Year of service	650.00	19.00	669.00
Second Year and thereafter	663.00	19.00	682.00
Grade 6			
First Year of service	680.40	19.00	699.40
Second Year and thereafter	693.90	19.00	712.90
Grade 7			
First Year of service	714.20	19.00	733.20
Second Year and thereafter	730.40	19.00	749.40
Grade 8			
First Year of service	773.40	19.00	792.40
Second Year and thereafter	791.80	19.00	810.80
Hostel Supervisor			
Grade 1 - Less than 50 beds	563.70	19.00	582.70
Grade 2 - 50 but less than 75	579.40	19.00	598.40
Grade 3 - 75 but less than 100	593.00	19.00	612.00
Grade 4 - 100 beds and over	608.10	19.00	627.10
Personal Care Assistants	517.30	19.00	536.30
General Service Officer			
Grade 1 - Junior	435.66	3.5%	450.91
Grade 1 - Adult	517.30	19.00	536.30
Grade 2	526.00	19.00	545.00
Grade 3 - First Year of service	543.30	19.00	562.30
Grade 3 - Second Year of service	551.20	19.00	570.20
Grade 3 - Third Year of service	560.70	19.00	579.70
Divisional Therapist			
First Year of service	532.00	19.00	551.00
Second Year of service	558.30	19.00	577.30
Third Year of service	582.30	19.00	601.30
Fourth Year of service	604.20	19.00	623.20
Fifth Year of service and thereafter	627.20	19.00	646.20
Recreational Activities Officer			
First Year of service	547.80	19.00	566.80
Second Year of service	557.50	19.00	576.50
Third Year of service and thereafter	565.50	19.00	584.50
Cook			
Grade A	551.30	19.00	570.30
Grade B	541.30	19.00	560.30
Maintenance Supervisor			
Maintenance Supervisor (Tradesman)	653.10	19.00	672.10
Maintenance Supervisor (Otherwise) - In Charge of Staff	615.50	19.00	634.50
Maintenance Supervisor (Otherwise)	603.20	17.00	622.20

Motor Vehicle Drivers			
Grade A - Sedan	537.00	19.00	556.00
Grade B - Utility	542.30	19.00	561.30
Grade C - Ambulance or Minibus	545.50	19.00	564.50
Grade D - Larger Vehicle Under 5 Ton.	547.60	19.00	566.60

Grade E - Truck 5 Tonnes and Over	550.50	19.00	569.50
Gardener			
Head Gardener (Qualified)	582.70	19.00	601.70
Head Gardener (Otherwise)	554.90	19.00	573.90
Gardener (Qualified)	542.50	19.00	561.50
Gardener (Otherwise)	528.50	19.00	547.50

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	9(c)	Recall - use of own vehicle	71.97 cents per km
2	9(h)(i)	Overtime - breakfast	8.60 per shift
3	9(h)(ii)	Overtime - luncheon	10.04 per shift
4	9(h)(iii)	Overtime - evening meal	14.35 per shift
5	11(a)(iv)	Sleepover allowance	31.99 per night
6	11(b)(i)	Driving allowance	3.81 per week or shift as appropriate
7	11(c)(i)	Cleaning scraping - confined spaces	0.39 per hour
8	11(c)(ii)	Cleaning scraping - boiler flue	0.66 per hour
9	11(c)(iv)	Linen handling - nauseous linen	0.19 per hour
10	11(d)(i)	Travelling allowance	71.97 cents per km
11	11(e)(i)	On Call allowance	12.69 per shift
12	11(f)(i)	Flexibility allowance	5.40 per shift in excess of 5 hours
13	22(d)	Uniform allowance	3.18 per week
14	22(d)	Cardigan or special shoe allowance	1.26 per week
15	22(e)	Laundry allowance	3.18 per week

3. This variation will take effect from the first full pay period to commence on or after 8 August 2004 and remain in force for an effective period of 12 months thereafter.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(1464)

SERIAL C3029

**CSR LTD TRADING AS THE READYMIX GROUP PENRITH
TRANSPORT WORKSHOP NO.2 (STATE) AWARD 1998**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1874 of 2004)

Before Mr Deputy President Sams

13 August 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the CSR Ltd Trading as The Readymix Group Penrith Transport Workshop No.2 (State) Award 1998 published 2 June 2000 (315 I.G. 1424) as varied, be rescinded on and from 13 August 2004.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.