

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/257

**TITLE:** **Bayer CropScience Pty Ltd Enterprise Agreement (NSW) 2003**

**I.R.C. NO:** IRC3/3964

**DATE APPROVED/COMMENCEMENT:** Approved 1 August 2003/Commenced 1 April 2003

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA00/61

**GAZETTAL REFERENCE:** 23 January 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 18

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees of Bayer CropScience Pty Ltd located at 16 Lucca Rd, Wyong, NSW 2259 who fall within the coverage of the Chemical Workers (State) Award, Storeman & Packers General (State) Award; and Metal, Engineering and Associated Industries (State) Award

**PARTIES:** Bayer Cropscience Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, National Union of Workers, New South Wales Branch

## **BAYER CROPSCIENCE PTY LTD 2003 ENTERPRISE AGREEMENT**

### **1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Parties Bound
4.	Application of Agreement
5.	Incidence
5A.	Relationship with Parent Awards
6.	No Duress
7.	Wages & Wage Increases
8.	Payment of Wages
9.	Special Rates and Allowances
10.	Hours of Work
11.	Shift Work
12.	Holidays and Sunday Rates of Pay
13.	Overtime
14.	Meal Break
15.	Working During Meal Hours
16.	Fares and Travelling Time
17.	Terms of Engagement
17A.	Casual Employees
18.	Union Delegates
19.	Mixed Functions
20.	Technological Change
21.	Redundancy
22.	Flexibility
23.	Salary Sacrifice
24.	General Conditions
25.	Jury Service
26.	Bereavement Leave
27.	Sick Leave
28.	Annual Leave
29.	Annual Leave Loadings
30.	Long Service Leave
31.	Parental Leave
32.	Carer's Leave
33.	Grievance Procedure
34.	Leave Reserved (New Skills/Job Descriptions)
35.	Transmission of Business
36.	No Extra Claims
37.	Date and Period of Operation

### **2. Title**

This Agreement shall be known as the Bayer CropScience Pty. Ltd. Enterprise Agreement (NSW) 2003.

### **3. Parties Bound**

This Agreement shall be binding on:

1. Bayer CropScience Pty. Ltd (the Company)
2. National Union of Workers (NSW Branch) and the Australian Manufacturing Workers Union.

#### 4. Application

This Agreement shall apply to the Company at 16 Lucca Road, Wyong NSW 2259, in respect of all employees of the Company whose employment would otherwise be covered by the awards set out at Clause 5.

#### 5. Relationship With Parent Award/S

This Agreement shall be read in conjunction with the Chemical Workers (State) Award, the Storeman & Packers General (State) Award and the Metal, Engineering and Associated Industries (State) Award. Where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency.

#### 5A. Workplace Agreements

The employer will not employ persons covered by this Agreement under any terms of another agreement or any other individual contract.

#### 6. No Duress

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

#### 7. Wages & Wage Increases

A wage increase of 3.5% from the date of agreement being reached by the parties, and backdated to 1st January 2003.

A further 4% wage increase will be paid on the 1st April 2004.

#### Table of Wages

##### Maintenance

Position	Current Weekly Rate \$	Date of Agreement 3.5% \$	1st April 2004 4% increase \$
Production Fitter	857.69	887.71	923.22
Mechanical Trades Person	784.62	812.08	844.56

##### Production

Position	Current Weekly Rate \$	Date of Agreement 3.5% \$	1st April 2004 4% increase \$
Formulator	667.31	690.67	718.29
Senior Operator with forklift	614.01	635.50	660.92
Senior Operator without forklift	610.00	631.35	656.60
Operator with forklift	594.38	615.18	639.79
Operator without forklift	590.38	611.04	635.49
Label Control Operator	667.31	690.67	718.29
Untrained Operator	550.00	569.25	592.02

##### Stores

Position	Current Weekly Rate \$	Date of Agreement 3.5% \$	1st April 2004 4% increase \$
Senior Storeperson	641.73	664.19	690.76

Storeperson	611.17	632.56	657.86
-------------	--------	--------	--------

Environment Protection

Position	Current Weekly Rate	Date of Agreement	1st April 2004
	\$	3.5%	4% increase
	\$	\$	\$
Environmental Operator	734.62	760.33	790.74

**8. Payment of Wages**

- (i) All wages and allowances shall be paid no later than Thursday of each week by electronic funds transfer into an account nominated by the employee.
- (ii) The pay period shall close not more than two working days prior to the recognised pay day.

**9. Special Rates and Allowances**

- (i) An employee, whilst engaged on work inside a tank or vessel shall be paid time and one half for one hour, in addition to the ordinary rate.
- (ii) An employee appointed as a first-aid attendant shall be paid an additional payment at \$10.00 weekly.
- (iii) Allowances in this agreement shall increase with Award variations. The greater of the three awards will apply.

**10. Hours of Work**

- (i) The ordinary hours of work shall average 38 per week over a four week cycle to be worked between the span of 7.00 a.m. and 5.15 p.m., Monday to Friday, inclusive.
- (ii) Once having been fixed, the time for commencing and finishing work shall not be altered without at least seven days' notice to the employees concerned or by mutual agreement between the Company, the employees concerned and the Union Delegate.
- (iii) The 38 hour week for employees on the Bayer CropScience Pty. Ltd. is to be worked on the basis of a nine day fortnight, with one standard day off per fortnight.
- (iv) Every second Friday will be a standard day off without loss of pay. In the event of a public holiday falling on a standard day off, the day immediately prior will be declared the standard day off, without loss of pay.
- (v) An employee who works on his/her standard day off will be paid the appropriate penalty rate.
- (vi) The warehouse and maintenance department standard day off may be varied to suit the needs of business by mutual agreement.

**11. Shift Work**

- (i) Definitions
  - (a) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.
  - (b) "Continuous Work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
  - (c) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.

(ii) Hours - Continuous Work Shifts

The ordinary working hours of shift workers employed on continuous work shall be an average of thirty-eight per week. Such ordinary working hours:

- (a) shall not exceed one hundred and fifty-two in any work cycle, and
- (b) except where a majority of employees and the Union Delegates and the Company agree to exceed 8 hours ordinary hours on any day to enable an RDO to be taken per month, working hours shall not exceed:  
  
eight in one day, nor  
  
forty eight in any week, nor  
  
eighty-eight in any fourteen consecutive days, nor  
  
one hundred and twenty-eight in any twenty-one consecutive days.

(iii) Hours - Other than Continuous Work

The ordinary working hours of shift workers not on continuous shifts shall be an average of thirty-eight per week. Such ordinary working hours:

- (a) shall not exceed one hundred and fifty-two in any 4 week cycle, and
- (b) except where a majority of employees and the Union Delegates and the Company agree to exceed 8 hours, ordinary working hours shall not exceed:  
  
eight in one day, nor  
  
forty eight in any week, nor  
  
eighty-eight in any fourteen consecutive days, nor  
  
one hundred and twenty-eight in any twenty-one consecutive days.

(iv) Hours - General

The ordinary working hours of shift shall be worked at such times as the employer may require, provided that:

- (a) except at the regular changeover, of shifts, an employee shall not be required to work more than one shift in any twenty-four hours.
- (b) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.
- (c) the ordinary working hours of any shift shall be worked continuously except for crib breaks to be taken at such times as the employer may direct;
- (d) no employee shall be required to work for more than five consecutive hours without a crib break.
- (e) Rosters - Shift rosters shall specify the commencing and finishing of ordinary working hours of the respective shifts.

(v) Variations by Agreement

- (a) The method of working shifts may in any case be varied by agreement between the Company, a majority of employees affected and the accredited representative of the Union to suit the circumstances of the enterprise.
- (b) The time of commencing and finishing shifts once having been determined, may be varied by agreement between the employees affected and the accredited representative of the Union to suit the circumstances of the enterprise, or in the absence of agreement, by seven days' notice given by the Company to the employees.

(vi) Permanent Shifts

Permanent Shifts will be introduced on the following basis:

- (a) Due to a shortfall in the numbers required and the level of skill, some employees will have to be appointed against their preferred shift option. Those who have been appointed to a shift against their wish will have first option to transfer when the opportunity arises. The Company will advise the people affected at the appropriate time.
- (b) The loading which will apply to Permanent Afternoon Shift is 25%.
- (c) Former "Day Shift" employees will now become "Day Workers" and therefore no longer entitled to a paid meal break.
- (d) The hours of work for permanent Day Workers will be between 7.00 a.m. and 5.15 p.m. with a thirty-minute unpaid meal break.
- (e) The hours of work for permanent Afternoon Shift will be 3.15 p.m. to 11.15 p.m. with a paid twenty-minute crib break.
- (f) Wherever possible, the Company will give 7 calendar days notice of transferring staff from one shift to another. However, there will be circumstances when it is not possible and therefore the Company may give an employee a minimum of 24 hours notice (preferably by mutual consent), to maintain the efficiency of the plant without the payment of a penalty rate.
- (g) An employee transferring to Afternoon Shift will receive the 25% loading as from time of transfer.
- (h) New permanent staff recruited from Afternoon Shift will be trained on Day work and upon completion of their training transferred to afternoon Shift with a minimum of 7 calendar days notice.
- (i) The Company reserves its right to revert back to rotating shifts if absenteeism (for those employees covered by this Enterprise Agreement) rises above the 1992 level of 2.5% for 3 months in succession.
- (j) The Company also reserves its right to introduce an additional shift if required.

(vii) Rotating Shifts

- (a) A shift worker whilst on rotating shifts shall be paid 15 per centum on afternoon shift and 25 per centum on night shift in addition to the ordinary rate payable.
- (b) A shift worker who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least successive afternoons or

nights in a six-day workshop shall be paid for each such shift 50 per cent for the first three hours hereof and 100 per cent for the remaining hours thereof in addition to the ordinary rate payable.

(c) An employee who:

during a period of engagement on shift, works night shift only, or

does not work on day shift for at least one - third of their time, or

remains on night for a longer period than four consecutive weeks, or

works on a night shift which does not rotate or alternate with another shift or with any day work so as to give him at least one - third of his working time off night shift in each shift cycle.

shall during such engagement period or cycle be paid 25 per cent more than his ordinary rate for all time worked during ordinary working hours on such night shift.

(viii) Saturday Shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and one-half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in sub clauses (vii) or (vi) of this Clause.

(ix) Overtime

Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Agreement or on a shift other than a rostered shift shall:

(a) if employed on continuous work be paid at the rate of double time, or

(b) if employed on other shift work be paid at the rate of time and one-half for the first two hours and double time thereafter. Except in each case when the time is worked:

by arrangement between the employees themselves;

for the purpose of affecting customary rotation of shifts.

The Company may require any employee to work overtime rates and such employee shall, in the absence of legitimate unavailability, work overtime in accordance with such requirements.

(x) Holidays and Sunday Work

Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or a Holiday shall be paid as follows:

(a) Sundays - at the rate of double time.

(b) Holidays as prescribed in Clause 12, Holidays and Sunday Rates of Pay, of this Agreement at the rate of double time and one-half. Shift workers on other than continuous work for all time worked on a Sunday or Holiday shall be paid at the rates prescribed in Clause 12, Holiday and Sunday Rates of Pay, of this Agreement. Where shifts commence between 11.00 p.m. and midnight on a Sunday or Holiday, the time so worked before midnight shall not entitle the employee to the Sunday or Holiday rate; provided that the time worked by an employee on a shift commencing before midnight on a day preceding a Sunday or Holiday and extending into a Sunday or Holiday shall be regarded as time worked on such Sunday or Holiday. Where shifts fall partly on a Holiday, that shift the major portion of which falls on a holiday shall be regarded as the Holiday shift.

## **12. Holidays and Sunday Rates of Pay**

- (i) The days upon which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Union Picnic Day, Christmas Day and Boxing Day are observed, together with any day gazetted or proclaimed as a public holiday for the district in which the employee is employed, shall be paid holidays.
- (ii) All time worked on Christmas Day and Good Friday shall be paid for at the rate of treble time. This is inclusive of payment for the Holidays as such.
- (iii) All time worked on Sunday and Holidays, other than the aforesaid, shall be paid at double time and one half the ordinary rate. This rate is inclusive of payment for the Holiday as such.
- (iv) For work performed on a Holiday which falls on a Saturday, payment shall be made at the rate of double time and one-half.
- (v) The minimum payment for work performed on Sundays and Holidays shall be 4 hours at the appropriate rate.
- (vi) The Company may direct an individual employee, with a minimum 7 calendar days notice as to when the Picnic Day is to be taken during the year in order to eliminate the necessity for the Company to shut the plant down.

## **13. Overtime**

- (i) The Company may require any employee to work reasonable overtime at overtime rates and such employee shall, in the absence of legitimate unavailability, work overtime in accordance with such requirements.
- (ii) All work done before the starting time and/or the finishing time fixed in accordance with this agreement, Monday to Friday, inclusive, or on a Saturday, shall be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter; provided that all time worked after 12 noon on Saturday shall be paid for at the rate of double time. The minimum payment for work performed on a Saturday shall be four hours at the appropriate rate.
- (iii) An employee recalled to work overtime after leaving the Company's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at the appropriate rate for each time he is so recalled. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the Company's premises to perform a specific job outside his ordinary working hours or where the overtime is continuous, subject to a reasonable meal break, with the completion or commencement of ordinary working time.
- (iv) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

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

If on the instructions of the Company such an employee resumes or continues work without having had such ten consecutive hours off duty, he shall be paid at double rates until he is released from duty for



such period and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (v) The provisions of subclause (iv) shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

for the purpose of changing shift rosters; or

where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift workers; or

where a shift is worked by arrangement between the employees themselves.

- (vi) An employee working overtime shall be allowed a crib break of ten minutes without reduction of pay if the overtime worked is more than one hour but less than two hours.

Where the overtime is two hours or in excess of two hours but less than four hours, then this ten-minute break is increased to twenty minutes.

For each four hours of overtime worked thereafter, the employee shall be entitled to a further twenty-minute crib break as long as the employee continues to work after the crib break.

- (vii) Tea money shall be payable to employees who work one (1) hour continuous overtime, currently \$9.45.

#### **14. Meal Breaks**

- (i) Employees other than shift workers shall be allowed a meal break of not less than thirty minutes nor more than one hour each day, Monday to Friday inclusive.
- (ii) For day workers, the meal break shall be taken no later than to finish at 2.00 p.m. provided that no employee shall be required to work for more than five hours without a break for a meal.
- (iii) Where overtime is necessary for more than 1 hour after the usual finishing time, a break of not less than 30 minutes nor more than 1 hour shall be allowed for tea and shall be taken within 1 hour of such finishing time. Where such overtime does not exceed 1 hour, there shall not be any break, provided that the Company and an employee may mutually agree to any variation of this subclause to meet the circumstances of the work in hand.

#### **15. Working During Meal Breaks**

Employees called upon to work during meal breaks shall be paid double time, provided that in cases of emergency where it is necessary to work up to 15 minutes after the usual ceasing time for lunch, this clause shall not apply. In such cases, the employee shall be allowed a period for lunch equivalent to the employee's normal meal period.

#### **16. Fares and Travelling Time - Out of Normal Working Hours**

- (i) All weekly employees shall be paid at ordinary rates (or overtime rates if overtime is worked) for all times occupied in travelling to and from work when they are required or directed to work at a place other than their usual place of work. When employees have a fixed starting point, they shall be paid for all time occupied in travelling between the starting point and their work and for all time in excess of half an hour from the work to the starting point. All fares shall be paid by the Company.
- (ii) If employees are unable to reach their homes at night, all reasonable expenses incurred, in addition to fares, overtime rates if worked and weekly rates for the class of work prescribed herein, shall be paid to them.
- (iii) An employee who is required by the Company to use his own motor vehicle for travelling on the Company's business shall be paid a rate of 59 cents per kilometre travelled.

## **17. Terms of Engagement**

- (i) Employment of permanent employees may be terminated by a weeks notice on either side or by the payment or forfeiture of one week's wages in lieu of notice as the case may be.
- (ii) Employment of permanent employees during the first twelve weeks of service shall be on a probationary basis. Employment shall be terminable during the probationary period with one week's notice by either side or by the payment or forfeiture of one week's wages in lieu of notice as the case may be. The Company is to indicate, in writing at the time of engagement, whether the employee is being employed as a permanent weekly employee on a probationary basis.
- (iii) Notwithstanding any provisions of the foregoing clauses, the Company shall have the right to summarily dismiss an employee without notice for misconduct and/or refusing duty.
- (iv) An employee whose employment is terminated by the Company on the working day immediately preceding a holiday or holidays, otherwise than for misconduct, shall be paid for such holiday or holidays. This subclause is not to apply to an employee during the first month of engagement.

### **17A. Casual Employees**

- (i) A casual employee may be employed for not less than four hours each start and not more than eight hours at the ordinary hourly rate which is equivalent to one thirty-eighth of the ordinary weekly rate as set out in this Agreement, plus 15 per cent casual loading.
- (ii) A casual employee shall be paid overtime for any time worked before the rostered starting time or after the rostered finishing time, outside the ordinary spread of ours and/or outside the specified maximum daily and/or weekly hours.
- (iii) Casual employees shall be paid in accordance with the provisions of the relevant award or Agreement (whichever is the greater) with respect to shift allowances, weekend allowances and public holidays in addition to the 15 percent casual loading.
- (iv) In accordance with the *Annual Holidays Act 1944*, casuals will receive one-twelfth of their ordinary hourly rate in lieu of annual leave.
- (v) For the purpose of this clause casual employees are defined as both company employed and agency casuals.

## **18. Union Delegates**

- (i) The Company shall allow a union delegate, appointed by employees in the enterprise and whose name has been forwarded by the Union in writing to the Company, the necessary time during working hours to interview an appropriate Company representative on matters affecting the employees whom the delegate represents.
- (ii) Official union meetings (ie those chaired by an official in the full time employment of the union) in Company time are not to exceed 15 minutes. If this period is exceeded, employees attending such a meeting will not be paid for the excess time. (Other conditions as stipulated in the *Industrial Relations Act 1996* to apply).
- (iii) The elected Union delegate and co-delegate shall be released from duty on full pay upon confirmation from the State Secretary of the Union that he/she is required to attend state-wide Union meetings off site.
- (iv) Only one delegate or co-delegate will be released from duty at a time on full pay for the purpose of attending training courses, upon confirmation by the State Secretary of the Union.

## 19. Mixed Functions

- (i) An employee employed in a higher classification for two hours or more for which a higher rate of pay is provided herein, shall receive such rate of pay for the full day.
- (ii) If employed for less than one hour on any day or any such higher classification, he shall receive such higher rate of pay whilst so employed.
- (iii) No employee shall suffer any reduction in wages if temporarily employed on work other than work for which he is regularly employed and for which a lower rate is provided for therein.

## 20. Technological Change

- (i) Where an account of the introduction by the Company of mechanisation or technological change at the enterprise, the Company terminates the employment of an employee who has been employed the preceding twelve months, the Company shall give the employee three months notice of the termination of his employment, provided that, if he fails to give such notice in full:
  - (a) the Company shall pay the employee at the rate specified for the employees ordinary classification in Clause 7 Rates of Pay of this agreement, for a period equal to the difference between three months and the period of the notice given; and
  - (b) the period of notice required by the subclause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of those Acts; and provided further that the right of the Company to summarily dismiss an employee for the reasons specified in subclause (iii), of Clause 17, Terms of Engagement, shall not be prejudiced by the fact that the employee has been given, pursuant to this subclause, notice of the termination of his employment.
- (ii) When the Company gives to an employee notice of the termination of his employment on account of the introduction or proposed introduction of mechanisation or technological changes, within fourteen days thereafter he shall give notification in writing to the Industrial Registrar, the Director of Vocational Guidance, the Director of Technical Education and the Secretary of the National Union of Workers, New South Wales Branch, of the fact, stating the employee's name and address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

## 21. Redundancy

- (i) Definitions
  - (a) "Company" means Bayer CropScience Pty Ltd, hereinafter referred to as the Company.
  - (b) "Redundancy" means a situation whereby employees have or will become surplus to the labour requirements of the Company.

An employee shall not be considered redundant so long as the Company continues to offer alternative employment in accordance with accepted custom and practice.
  - (c) "Redundant Employee" means a person who is employed on a full time permanent basis by the Company and whose services have become redundant on account of:
    - (i) Downturn in available work brought about by economic circumstances outside the Company's control.
    - (ii) Technological changes within the Company.

(iii) Re-organisation of the Company's systems or methods.

(iv) Re-location of the Company's plant.

Redundancy/Retrenchment does not cover:

(i) Resignation by employee.

(ii) Ordinary dismissals under the appropriate award.

(iii) Termination of casual employees.

(iv) Any service prior to the most recent date of commencement of employment.

Prior service, which has previously been subject to redundancy payments, shall not again be eligible for further redundancy consideration.

(i) "Ordinary rates of pay" means the normal weekly payment received by the employee at the date of retrenchment.

(ii) "Employee" means persons engaged on permanent weekly hire.

(ii) Redundancy/Retrenchment Package

Policies & Procedures  
Sub-Number: 300.8  
REDUNDANCY POLICY

(a) Policy Statement

Should it not be possible for the Company to provide mutually suitable and agreed employment, the provisions for redundancy apply.

(b) Conditions of the Redundancy Policy

Severance Payment

You will be paid four weeks remuneration salary for each year, including part year of your current services worked with Bayer CropScience (and previous company where applicable). Remuneration pay is defined as base (or reference) salary plus the company's superannuation contribution calculated from your base (or reference) salary. It does not include extra payments such as leave or allowances.

Notice Period

You are entitled to five weeks remuneration salary (as defined above) in addition to your redundancy payment when you leave the Company.

Annual Leave

All of your accrued annual leave pro-rata to your effective leaving date will be paid to you, based on your remuneration salary.

Long Service Leave

All accrued long service leave entitlements up to your effective leaving date will be paid to you, based on your remuneration salary.

Financial Counselling

The Company will pay a maximum of \$300 towards the cost of financial planning for you. You are requested to arrange your own financial advice.

#### Outplacement

To assist in you in obtaining re-employment after being made redundant, if required or requested, the Company will arrange professional outplacement services. These services can only be authorised by the Company.

#### Superannuation

The Company will notify the Superannuation Plan Administrator of your effective finish date. The Administrator will contact you shortly after you leave to seek details of your preferred rollover superannuation fund.

#### Other issues

The Company will endeavour to assist with any individual issues that may arise in the redundancy process.

#### (c) Guidelines of the Redundancy Policy

Please note that should an employee leave before the specified redundancy date, then the complete redundancy policy as set above may not apply. Please check with HR or your Manager for further details.

#### (iii) Selection Criteria

One of the primary considerations in the selection of employees to be made redundant must be that the Company retains those employees who have the best mix of skills so as to ensure the ongoing viability of the Company and thereby security of the remaining employees.

When all factors are equal, the selection in the first instance will be on a voluntary basis, then on "last on first off" basis.

#### (iv) Transfer - other company operations

The company will enquire about the possibility of employment of retrenched employees with other plants within the group. If positions are available, retrenched employees will be advised of the existing vacancies and shall be assisted in applying for such positions. Any employee who is offered and accepts employment at another company operation will retain continuity of service and accumulated entitlements.

An employee transferring to another Company operation under the terms of this Agreement will not be entitled to the redundancy package at the point of transfer. However, if an employee is subsequently retrenched within a period of twelve (12) months, they will be entitled to the retrenchment package as set out in this Agreement.

### **22. Flexibility**

- (i) The parties to this Agreement are committed to cooperating to increase the efficiency and productivity of the enterprise.
- (ii) Employees will carry out such duties that are within the limits of each employee's skill, competence and training. This may include work which is incidental and peripheral to their main tasks and functions.

### **23. Salary Sacrifice**

The Company and an employee may enter into effective salary sacrifice arrangements if:

- (i) the employee requests a salary sacrifice arrangement;
- (ii) the employee signs a declaration necessary to create an effective and lawful salary sacrifice arrangement for the purpose of income tax legislation, and which may also describe the manner in which the payment is to be made to the employee for the purposes of ordinary earnings; overtime; annual leave; annual leave loading; and such other payments as may arise from time to time; and
- (iii) the arrangement is settled before the employee earns any right to payment of the sums to be sacrificed

#### **24. General Conditions**

- (i) Where the nature of the work performed by employees necessitates suitable water-proof clothing and/or aprons, rubber boots or clogs, gloves, goggles and protective breathing apparatus applicable to that work, they shall be supplied to and worn by the employees and paid for by the Company and shall remain the property of the Company.
- (ii) All employees shall be allowed ten minutes each morning as a rest period for morning tea, such time to be counted as time worked.
- (iii) Each employee on the termination of his employment, shall on request, be given a statement in writing by the Company, stating the position held by the employee and the length of service.
- (iv) See also provisions of the factories, *Shops and Industries Act, 1962*.

#### **25. Jury Service**

- (i) An employee shall be allowed leave of absence during any period required to attend for jury service.
- (ii) During such leave of absence, an employee shall be paid an amount equal to the difference between the jury service fee and amount of wage that would have been received in respect of the ordinary time that would have been worked had the employee not been on jury service.
- (iii) An employee shall be required to produce to the Company proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the Company notice of such requirement as soon as practicable after receiving notification attend for jury service.

#### **26. Bereavement Leave**

Bereavement leave shall be paid according to Award conditions

#### **27. Sick Leave**

An employee who is unable to attend for duty during his ordinary working hours by reasons of personal illness or incapacity (including incapacity resulting from injury within the *Workers Compensation Act 1987*), which is not due to his own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance, subject to the following conditions and limitations:

- (i) An employee shall not be entitled to paid sick leave of absence for any period in respect of which he is entitled to Workers Compensation.
- (ii) The employee shall within 24 hours of the commencement of such absence inform the Company of his inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of his incapacity.
- (iii) The employee shall prove to the satisfaction of the Company (or in the event of a dispute, the Industrial Commission of New South Wales) that he is or was unable, on account of such illness, to attend for duty on the day or days for which payment under this clause is claimed.

- (iv) Except as herein provided, the employee shall not be entitled in the first year of employment to leave in excess of 5 days and 10 days in the second and subsequent years of employment. Sick pay entitlement for part day absences shall be calculated on a proportionate basis by multiplying the duration of sick leave absence by the average daily pay for ordinary hours and dividing the sum by the ordinary hours normally worked that day.
- (v) Except as hereinafter provided, the employee shall not be entitled in the first year of employment to leave in excess of 38 hours of ordinary working time, provided that: if his employment continues with the Company after the first year, his leave entitlement shall be 76 hours for the second and subsequent years of employment
- (vi) The rights under the clause shall accumulate from year to year, so that any part of the sick leave which has not been allowed in any year may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the Company in any subsequent year of employment. Any rights, which accumulate pursuant to this subclause, shall be fully cumulative from the year in which they have accrued.
- (vii) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the Company until the employee completes such three months of employment at which time the payment has been made.
- (viii) For the purpose of this clause, continuous service shall be deemed not to have been broken by any absence from work on leave by the Company. Provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- (ix) Service before the date of the agreement shall not be counted for the purpose of assessing the annual sick leave entitlement but shall not be taken into consideration in arriving at the period of accumulated leave. Accumulated leave at the credit the employee at the commencement of this agreement will not be increase or reduced by this clause.
- (x) Single Day Absences - Where an employee claims to be allowed paid sick leave in accordance with this clause for an absence of one day only, and the employee has already been allowed paid sick leave on more than one occasion for one day only during the year, that employee shall not be entitled to payment for the day claimed unless he/she produces to the Company a certificate of a duly qualified medical practitioner, stating that in the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or on account of injury by accident, or a statutory declaration.

## **28. Annual Leave**

- (i) Day Workers and Six day Shift Workers - See *Annual Holidays Act, 1994*.
- (ii) Seven - day Shift Workers:
  - (a) In addition to the leave prescribed by the *Annual Holidays Act 1944*, a further period of seven consecutive days leave, shall be allowed annually to employees after not less than twelve months continuous service as seven-day shift workers under this award, less the period of annual leave.
  - (b) An employee with twelve months continuous service who is employed for part of the twelve monthly period as a seven-day shift worker under this award shall be entitled to have the leave prescribed by the *Annual Holidays Act, 1944* increased by a half day each month he is continuously employed as aforesaid.
  - (c) Where the additional leave is calculated under paragraph (b) of this subclause is or included a fraction of a day shall not form part of the leave period and any such fraction shall be discharged by payment only.
  - (d) Annual leave under this subclause shall be given and taken within a period not exceeding six months from the day upon which the right to such leave accrued; provided that the giving and

taking of such annual leave may be postponed for a further period not exceeding three months in cases where circumstances render it impracticable to give or take it within the said period of six months. Nothing in this paragraph shall prevent the Company from allowing annual leave to an employee before the right thereto has accrued, but where such leave is taken before the right thereto has accrued further leave shall not commence to accrue until after the expiration date of the twelve months in respect of which such annual leave has been taken.

- (e) Any employee whose employment is terminated by the Company through no fault of his own and any employee who leave his employment shall be paid for the proportionate period of annual leave to which he would have been entitled if his employment had not been so terminated.
  - (f) The annual leave provided for by this subclause shall be given and shall be taken and, except as provided in paragraphs © and (e) of this subclause, payment shall not be made or accepted in lieu of annual leave.
  - (g) Service with the Company before the operative date of this agreement shall count as service for the purpose of the currently qualifying twelve-month period under this clause.
- (iii) Days added to period of Annual Leave:
- (a) In the case of an employee who was at the commencement of his annual leave employed as a seven day shift worker, as defined, one day shall be added to his annual leave period in respect of any holiday prescribed by this Agreement which falls within the period of annual leave to which he is entitled under this award.
  - (b) One day shall be added to the annual leave period of any employee who, whilst employed as a seven day shift worker, as defined, is rostered off duty on a day which is a holiday prescribed by this award and who is not required to work on that day.
  - (c) Any day or days added shall be paid for at ordinary rate of pay prescribed by Clause 7 Rates of Pay of this agreement.
  - (d) Any day or days added in accordance with paragraph (a) or (b) of this subclause shall be the working days immediately following the period of annual leave to which the employee is entitled under subclause (i) and (ii) of this clause.
  - (e) For the purpose of paragraph (d) of this subclause, working days shall be:
    - (1) in the case of an employee who, at the commencement of his period of annual leave was employed as a day worker - any day in the week other than Saturday, Sunday or a Holiday prescribed by this Agreement.
    - (2) in the case of an employee who, at the commencement of his period of annual leave, was employed as a seven day shift worker - any day of the week including a day on which the employee concerned would have been rostered off duty if he was not on annual leave.
  - (f) Where the employment of a worker has been terminated and he thereby becomes entitled under section 4 of the *Annual Holidays Act 1944*, to payment in lieu of annual holidays, with respect to a period of employment, he shall also be entitled to an additional payment for each day accrued to him under paragraph (b) of this subclause at the ordinary rate of pay prescribed by Clause 7 of this Agreement.
- (iv) An employee will be required to take annual leave where there is a lack of work due to construction or maintenance being carried out on the company plant.

## **29. Annual Holidays Loading**

- (i) This clause takes effect on and from 1 January 1974. It applies only in relation to annual holidays to which employees become or have become entitled after 31 December 1973.



- (ii) In this clause the *Annual Holidays Act, 1944* is referred to as the Act.
- (iii) Before an employee is given and takes his annual Holiday, or where by agreement between the Company and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the Company shall pay the employee a loading determined in accordance with this clause: (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (viii) of this clause).
- (iv) The loading is payable in addition to the pay for the period of holidays given and taken due to the employee under the Act.
- (v) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled since 31 December 1973 under the Act and this Agreement (but excluding days added to compensate for public or special holidays falling on an employee's rostered day off not worked) and which commences on or after 1 January 1974 or, where such holiday is given and taken in separate periods, then in relation to each such separate period. (NOTE: See subclause (vii) of this clause as to holidays taken wholly or partly in advance after 31 December 1973).
- (vi) The loading is the amount payable for the period or the separate period, as the case may be, state in subclause (iv), of this clause at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate prescribed by Clause 7 Rate of Pay of this Agreement for the classification in which the employee was employed immediately before commencing his annual holiday, but shall not include any other allowance, penalty or disability rates, commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this Agreement.
- (vii) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that if the employment of such an employee continues until the day when he would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (vi) of this clause applying the rates of wages prescribed by this Agreement payable on that day. This subclause applied when an annual; holiday has been taken wholly or partly in advance of 31 December 1973 and the entitlement to the holiday arises on or after 1 January 1974.
- (viii) Where, in accordance with the Act and on or after 1 January 1974 the enterprise is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
  - (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (vi) of this subclause;
  - (b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him under the Act such proportion of the loading that would have been payable to him under this clause if he had become entitled to an annual holiday prior to the close-down as his qualifying period of employment in completed weeks bears to 52.
- (ix)
  - (a) When the employment of an employee is terminated by the Company on or after 1 January 1974 for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of an annual leave holiday to which he became entitled after 31 December 1973 he shall be paid a loading calculated in accordance with subclause (vi) for the period not taken.
  - (b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.
- (x) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if he had not been on holiday; provided that, of the amount to which the

employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

### **30. Long Service Leave**

Long Service Leave shall be in accordance with the NSW Long Service Leave Act.

### **31. Parental Leave**

See *Industrial Relations Act 1996*.

### **32. Carer's Leave**

- (i) An employee who has responsibilities in relation to the care and support of either members of their immediate family or members of their household shall be entitled to use their sick leave entitlement to provide care and support for such persons when they are ill.
- (ii) Required notification, and proof of sickness or injury shall be in accordance with the Company's sick leave policy.

### **33. Grievance Procedure**

The following disputes or grievance procedure will be followed by both parties:

- (i) The employee and delegate will discuss the matter with the foreman an answer will be given within 8 hours.
- (ii) If the matter is not satisfactorily resolved, the employee and delegate can refer the matter to the Plant Manager, who will give an answer with a further 8 hours.
- (iii) If the matter is still unresolved, the matter will be referred to the Manufacturing Manager, who will give answer with 24 hours.
- (iv) If the matter is still unresolved, the Union Organiser will meet with general management of the Company and an answer will be given within a further 24 hours.
- (v) If after this procedure, the matter is still unresolved, the matter will be referred to the Industrial Commission. It is agreed by both parties that no industrial action will be taken until the above four steps have been completed.

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

The time limits shown in this procedure are subject to lengthening agreement between both parties.

### **34. Leave Reserved (New Skills/Job Descriptions)**

Leave is reserved for the parties to negotiate a new skills based grading structure and job descriptions by December 2003.

### **35. Transmission of Business**

This Agreement shall apply to any successor, assignee or transmittee of all or any of the work.

### **36. No Extra Claims**

It is a term of this agreement that the parties bound by this agreement will not pursue any extra claims, for the duration of this agreement.

**37. Date and Period of Operation**

This Agreement shall operate from the beginning of the first pay period to commence on 1st April 2003 and shall remain in force until 1st April 2005.

This agreement rescinds and replaces the Bayer Agricultural Operations Centre Enterprise Agreement 2000, and the Bayer Formulation Plant Enterprise Agreement 1995 - Maintenance Department.

Signed For And On Behalf Of The

Signed For And On Behalf Of

National Union Of Workers,  
New South Wales Branch

Bayer Cropscience Pty. Ltd.

\_\_\_\_\_

\_\_\_\_\_

In The Presence Of

In The Presence Of

\_\_\_\_\_

\_\_\_\_\_

Signed For And On Behalf Of The  
Australian Manufacturing  
Workers Union,

\_\_\_\_\_

\_\_\_\_\_

In The Presence Of

\_\_\_\_\_

\_\_\_\_\_