

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/150

TITLE: Manildra Group of Companies Bomaderry Site Agreement
2003

I.R.C. NO: IRC3/2302

DATE APPROVED/COMMENCEMENT: 18 December 2003 / 1 January 2003

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/286

GAZETTAL REFERENCE: 18 June 2004

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by the Manildra Group of Companies PO Box 123 Nowra NSW who fall within the coverage of the Metal Engineering and Associated Industries (State) Award, the Electricians (State) Award, the Transport Industry, Mixed Enterprises (State) Award and the Starch Manufacturers (State) Award

PARTIES: Manildra Group -&- the Electrical Trades Union of Australia, New South Wales Branch

MANILDRA GROUP OF COMPANIES BOMADERRY SITE AGREEMENT 2003

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2. Title

This agreement shall be known as the Manildra Group of Companies Bomaderry Site Agreement 2003.

3. Area, Incidence and Parties Bound

This agreement shall be binding upon:

- (a) Shoalhaven Starches Pty Ltd, Manildra Energy Australia Pty Ltd and Sundryne Pty Ltd (hereinafter referred as the "Company");
- (b) The Australian Workers Union, New South Wales ("AWU");
- (c) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (NSW Branch) ("AMWU");
- (d) The Electrical Trades Union of Australia, New South Wales Branch ("ETU");
- (e) Employees who are members or eligible to be members of the above unions and are employed in accordance with the classification levels in Appendix A, Appendix B or Appendix C.

4. Date and Period of Operation

This Agreement shall take effect from the beginning of the first pay period commencing on or after 1 January 2003 and shall remain in force until 31 December 2005.

5. Relationship to Parent Award

The terms and conditions of this Agreement replace in total the terms and conditions of The Manildra Group of Companies Bomaderry Site Agreement 2000 approved by the Industrial Relations Commission on 7 September 2000 [IRC 3953 of 2000] and the nominal term of which expired on 31 December 2002.

Were it not for the operation of this agreement and the previous agreement, the terms and conditions of employment of the following awards would apply to the employees:

Metal Engineering and Associated Industries (State) Award

Transport Industry Mixed Enterprises (State) Award

Electricians (State) Award

Starch Manufacturers (State) Award

The Agreement shall be read and interpreted wholly in conjunction with the above Awards, provided that to the extent of any inconsistency between the above Awards and this agreement, the latter will prevail.

6. Single Bargaining Unit

For the purpose of negotiating an enterprise agreement, a single bargaining unit has been established by the signatories to this agreement.

A workplace consultative committee has been established with representation from the company's senior management and from elected employee representatives.

The Australian Workers Union, New South Wales, The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (NSW Branch) and the Electrical Trades Union of Australia, New South Wales Branch hereinafter shall be referred to as the "Unions".

7. Aim of Agreement

- (a) The aim of this agreement is to promote real gains in productivity, efficiency, flexibility and co-operation in the workplace. It also aims to facilitate continued progress on restructuring and training initiatives.
- (b) The parties recognise that workplace reform is necessary to improve Australia's economic performance generally and that of Shoalhaven Starches Pty Ltd in particular, through the consultative process.
- (c) The parties' objective is to achieve the following:
 - (i) Simultaneous improvements in all workplace issues such as quality, technology, work organisation, management practice, product delivery and education/training through continuous learning.
 - (ii) Reduction of lost time through injury by the promotion of a safer and better working environment.
 - (iii) The establishment of closer links with customers and suppliers to ensure all aspects of the service chain are focused on customer needs and improved customer satisfaction through appropriate training.
 - (iv) In order to achieve the above it is agreed that the best people must be selected to fill casual and permanent positions.
- (d) The parties acknowledge a high level of co-operation between the company and its employees and agree to the following commitments:
 - (i) All employees will be required to maintain the cleanliness of the plant for factory hygiene and housekeeping and perform duties according to Good Manufacturing and Food Safety policies and practices. Cleaners and casual employees will clean and service air filters, top of the silos, top floor of the Starch Building, roof and yard, scrubber towers and assist with any abnormal spills and areas where harness or cherry pickers are required.

A Site Food Safety Committee will be formed consisting of management and employee representatives to carry out regular plant inspections of not less than once per month to ensure that hygiene and housekeeping meet the agreed food safety standards and policies.
 - (ii) All spray dryer activities will be carried out by permanent employees where practicable. Casual employees will only be engaged on the Spray Dryer where necessary and where there is no alternative.
 - (iii) Operators will learn duties associated with other areas within the limits of their skill competence and training and will assist in those areas as required and where it is practicable and reasonable to do so. Provided that this paragraph will not be used to promote de-skilling.
 - (iv) Employees will participate in the Shoalhaven Starches training programs in; quality, operations, safety, sanitation and hygiene maintenance relating to the job. If the employee consents the employee may be trained and accredited in overload and circuit breaker re-setting and shall be available to reset overloads and circuit breakers anywhere in the plant. There shall be no additional allowance paid to an employee for re-setting overloads and circuit breakers as the parties agree that any such allowance is incorporated in the employee's weekly wage.

- (e) In addition:
- (i) Employees will be trained to and will routinely carry out safety inspections of work areas in regard to such matters as: the identification of safety hazards; placement and operability of fire extinguishers; operability of safety and personal protective equipment.
 - (ii) Employees will only be permitted to smoke in designated smoking areas and only during approved meal breaks. Smoking is not permitted in any other areas or at other times. Employees in breach of this paragraph will face disciplinary action which may include dismissal.
 - (iii) Employees will be required to participate in training in cross skilling in a broader range of skills within the employee's classification levels.
 - (iv) Employees will co-operate with any reasonable and practicable request to tip tapioca.
 - (v) Work performed by casual employees will be reduced by better utilisation of full time employees including requiring full time employees to work between sections.
 - (vi) Any other matters which are intended to reduce costs and improve the performance of the plant will be implemented following discussion and agreement between the company and the employees.
 - (vii) All new employees engaged after 1 January 2003 will be deemed to be members of the Manildra Group Nowra Fire Crew. They will be trained in the use of all fire safety equipment and techniques. All members of the Fire Crew will be required to undertake training in the use of self contained breathing apparatus and rescue procedures, provided that if on assessment an employee is not suitable for such training, the employee may be trained in other areas of the Fire Crew's operations. Upon an alarm, employees who become members of the Fire Crew pursuant to this paragraph, will respond to the alarm and be available to assist other members of the Fire Crew as directed.

8. Agreement to be Displayed

Copies of this collective Agreement shall be displayed in places readily visible and accessible to all parties covered by the Agreement.

9. No Extra Claims

The parties agree that there shall be no additional claims made for increases in wages, salaries or wage related allowances for the period of this Agreement

10. Contract of Employment

- (a) Employment shall be by the week. Any employee not specifically engaged as a casual employee in accordance with Clause 15 shall be deemed to be employed by the week.

11. Job Share

- (a) A day work employee may with the approval of the Company elect to enter into a job sharing arrangement.
- (b) Job sharing is the sharing of a full time permanent position by two persons who:
 - (i) mutually agree to perform the tasks required of the job;
 - (ii) share the ordinary hours attributable to the position so that the total hours worked by the sharing employees are equal to those which would have been worked if the job was still occupied by one person

- (iii) are obligated to communicate with each other to ensure that the quality of performance of the job is not affected through being shared
- (c) The Company will consult with the relevant union about a proposal to enter into a job share arrangement.
- (d) The parties to the job share arrangement must be of the same classification level and have the skills necessary to perform the job.
- (e) An employee who enters into a job share arrangement shall convert to permanent part time employment subject to the following:
 - (i) The employee may work on a part - time basis involving a regular pattern of hours which average less than 38 per week.
 - (ii) The hours to be worked by the employee, the days on which those hours are to be worked and the start and finish times of the work are subject to the approval of the Company;
 - (iii) The terms of this agreement are to apply pro-rata on the basis of hours worked by the part time employee to 38;
 - (iv) An employee who converts to permanent part - time employment shall have all of his or her entitlements to accrued annual leave and long service leave calculated at the full time rate of pay that applies to his or her previous full time position up to the date of the transfer. Thereafter, the employee's annual leave and long service leave accrual shall be calculated at his or her part-time rate of pay.
 - (v) An employee who has entered into a job share arrangement shall be entitled to payment for a public holiday if the employee would normally have worked on such day.
 - (vi) An employee who has entered into a job share arrangement shall not unreasonably refuse a request to cover for the other employee party to the job share arrangement when that employee is on extended sick leave, annual leave or other authorised absence.
 - (vii) An employee who is covering for the other party to the job share arrangement, when the other party is absent, shall be paid at his or her ordinary hourly rate for all hours worked to a maximum of 38 hours per week.

12. No Duress

This agreement has not been entered into under duress by the any of the Parties.

13. Hours of Work

- (a) Day Work - Ordinary Hours

Thirty eight hours shall constitute a week's work, which shall be worked not more than 8 hours per day between 6.00am and 6.00pm Monday to Friday inclusive. Employees shall receive a rostered day off in accordance with clause 31.

Starting and finishing times shall be set by mutual agreement between the section manager and the employees concerned, notwithstanding that if agreement cannot be reached between an individual employee and the Company, reference shall be made to the Dispute Settlement Procedure in clause 29.

When a day worker is required to perform 12 hour shift relief work, he/she shall be paid 8 hours at single time and 4 hours at double time for each such shift worked.

- (b) 12 Hour Shift Work - Ordinary Hours

The 12 hour shift roster comprises an eight week cycle of twenty eight twelve hour shifts, as detailed below;

Four weeks of 4 x 12 hour shifts per week;

Four weeks of 3 x 12 hour shifts per week

The remuneration to an employee shall be averaged over the eight week cycle so that an employee receives payment of 56 hours per week.

The average weekly pay is calculated as follows from an eight week cycle:

1. Hours at single time $240 \text{ ordinary hours} / 8 = 30 \text{ hours/week}$.
2. Weekend Hours at double time $80 \times 2 / 8 = 20 \text{ hours/week}$
3. Rostered overtime $16 \times 2/8 = 4 \text{ hours/week}$
4. Single time hours for the two 21st shifts $16/8 = 2 \text{ hours/week}$.

For any approved leave taken by an employee the calculation is as follows:

	DEDUCTION	PAYMENT
1. Full week shift cycle	56 hours	38 hours
2. Weekday shifts	Single time	Single time
3. Weekend shifts	Double time	Single time
4. Public Holidays	Double time	Single time

(c) Shower Time

Day Work Employees' Shower Time

Day Work Employees shall have 10mins before the normal finishing time for shower time.

Shift Work Employees' Shower Time

Shift Work Employees are entitled to the same shower entitlements as Day Work Employees but Shift Employees must relieve each other on the job.

- (d) Except in the case of a genuine emergency, an employee shall be given 48 hours notice of a change of shift unless the supervisor and the employee concerned agree to a lesser period of notice This paragraph shall not apply to employees engaged to provide relief.

14. Meal Breaks

Day Work Employees

Day Work Employees shall be entitled to a morning tea break of 15 minutes from 9am to 9.15am and a lunch break of 30 minutes from 12 - 12.30pm. Where work priorities take precedence over these allotted times due to matters such as production requirements or safety then the meal breaks entitlements can be taken at other times by mutual agreement with their Supervisor.

Continuous Shift Employee working 12 hour shifts

A Continuous Shift Employee shall be entitled to a morning tea break of 15 minutes from 9.00am to 9.15am, a lunch break of 20 minutes between 12 noon and 12.30pm and an afternoon tea break of 15 minutes between 3.00pm and 3.15pm. Where work priorities take precedence over these allotted times due to matters such as production requirements or safety then the meal breaks entitlements can be taken at other times by mutual agreement with their Supervisor.

15. Casual Employment

- (a) A casual employee shall mean an employee engaged to work casual work from time to time, for up to thirty eight ordinary hours per week.
- (b) A casual employee shall be employed by the hour. A casual operator for working ordinary time shall be paid the hourly rate of an Entry Level Employee rate shown in Appendix A for the work which they perform plus a casual loading of 20 per cent. After 3 months this shall be calculated on the basis of a Level 1 employee. A casual tradesman for working ordinary time shall be paid the hourly rate of a Level 5 fitter shown in Appendix A plus a casual loading of 20 per cent.
- (c) An additional loading of 1/12 of the hourly classified rate will be paid to a casual employee for each hour worked to compensate for payment of annual leave in accordance with the *Annual Holidays Act* 1944 (as amended).
- (d) Casual employees shall be employed as such for no more than three (3) months at any one time, or otherwise by agreement between the parties.
- (e) Casual employees who work the immediate day preceding and the immediate day following a public holiday shall be entitled to payment for that public holiday.
- (f) The Company and the employee representatives will review current casual positions on a six monthly basis.

16. Use of Contractors

- (a) The parties recognise that the Company engages contract labour from time to time to carry out work that cannot reasonably be performed by the permanent employees;
- (b) The parties accept that in engaging contractors, the Company will not affect the job security of the permanent employees;
- (c) Prior to commencing work, the contractor and the contractor's employees shall undergo a formal induction course.

17. Termination of Employment

- (a) In order to terminate the employment of a permanent employee the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice in subclause 17(a) above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in subclause 17(a) above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (d) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.
- (e) The notice of termination required to be given by an employee shall be one week. If an employee fails to give notice the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.
- (f) The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

18. Payment of Wages

- (a) Wages shall be paid weekly on a day fixed by the Company other than a Saturday, a Sunday or a public holiday. Wages shall be paid no later than 5.00pm Thursday.
- (b) All wages shall be paid by Electronic Funds Transfer into an account nominated by the employee provided that the account so nominated has the facilities to accept payment by Electronic Funds Transfer.

19. Salary Sacrifice

- (a) The objective of this clause is to enable employees to make pre-tax contributions to superannuation through a salary sacrifice arrangement. A salary sacrifice arrangement will only be available for superannuation purposes.
- (b) An employee may request the Company to make additional contributions into the fund nominated in accordance with clause 27 of this Agreement. These additional contributions are distinct from and in addition to the "Employer contributions" made by the Company in accordance with relevant superannuation guarantee legislation. For the purpose of this clause, these additional contributions will be referred to as "salary sacrifice contributions".
- (c) On each occasion the Company makes a salary sacrifice contribution on behalf of an employee, that employee's gross earnings will be reduced by an amount equal to the salary sacrifice contribution. For the purpose of this sub-clause "occasion" means the calculation and processing of the normal pay period.
- (d) The minimum salary sacrifice contribution that an employee can make is \$20 per week. The maximum salary sacrifice contribution that an employee can make is an amount that, together with the Employer contributions, does not exceed the aged based tax deductibility limits provided by the relevant taxation legislation.
- (e) For an employee to elect to make salary sacrifice contributions, the following conditions apply:
 - (i) Prior to 1 July each year, the employee is to provide to the Company an election in writing stating the forthcoming financial year (being 1 July to 30 June) and the amount of salary sacrifice contributions the employee wishes to make for that year.
 - (ii) An election will only be valid for one financial year. Should an employee wish to continue salary sacrifice contributions, a new election will have to be made prior to 1 July each year for the forthcoming financial year.
 - (iii) Once the election for a particular financial year has been made, it cannot be changed during that year. The only exception to this is an employee who goes on workers compensation. If an employee is on workers compensation, they can elect in writing to reduce their salary sacrifice contributions or make no further salary sacrifice contributions effective from the next pay period. This change is final and cannot be reversed when the employee comes off workers compensation.

- (f) For the purpose of determining whether or not an employee has been underpaid in relation to the rate of pay provided by this Agreement and any other industrial instrument that may apply, the amount of any salary sacrifice contributions made by the employee will be deemed to be part of their normal/ordinary wage.
- (g) For the purpose of calculating any of the following for an employee, the rate of pay used will be inclusive of any salary sacrifice contributions made by the employee:
- Increase to rates of pay;
 - Redundancy benefit;
 - Annual leave and long service leave entitlements;
 - Annual leave loading; and
 - Overtime and shift payments.
- (h) In the event that the law governing superannuation and taxation changes in such a way as to make the objective of this clause ineffective, unattainable or illegal, the Company will advise the employees concerned and the salary sacrifice arrangement will be terminated.

20. Overtime

- (a) Payment for Working Overtime

Day Workers Hourly Paid

Hours worked in excess of the normal 8 hours per day shall be paid at double time. Hours worked on a Saturday or Sunday shall be paid at double time. Payment for training is defined in Clause 36.

Shift Workers Hourly Paid

Hours worked in excess of the normal shift hours as detailed in clause 12 shall be paid at double time. Payment for training is defined in Clause 36.

- (b) Requirement to Work Reasonable Overtime

An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement, unless the employee provides a reasonable excuse. Wherever possible, overtime shall be allocated on a fair and equitable basis.

- (c) Annualised salary employees

Annualised salary employees have an overtime component included in their salary and therefore, these employees do not receive any additional payment for overtime worked.

- (d) Rest Period After Overtime

Except for the fact that the relief employee does not come on duty overtime work shall wherever reasonably practicable, be so arranged that the employee has at least ten consecutive hours off duty between work of successive days.

If on the instruction of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double rates until he/she is released from duty for such period, and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(e) Call Outs

A Day Work employee recalled to work overtime after leaving the employer's business shall be paid a minimum of 4 hours work at the appropriate rate.

If an employee is called out before 4.00am the employee is entitled to an 8 hour break after the work is completed.

If an employee is called out at or after 4.00am the employee will remain at work until the completion of the employee's normal shift.

Exceptional circumstances such as multiple call outs or several call outs in succession will be dealt with by the employee and the manager responsible on a one-off basis.

Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause (d) of this clause.

(f) Crib Time

Day Workers

An employee working overtime for four hours or more where the overtime merges with completion of the employee's ordinary time for the day shall be allowed a crib time of twenty minutes before commencing overtime and then after each four hours of overtime worked.

(g) Meal Allowance

An employee required to work overtime for more than one and a half hours without being notified on the previous day or earlier that he will be so required to work shall be paid according to Appendix D for the first meal.

If overtime continues for a further four hours, a meal allowance according to Appendix D shall be payable.

21. Long Service Leave

Employees shall be entitled to long service leave in accordance with the *Long Service Leave Act 1955*. Long Service Leave will be paid at the employee's classified rate plus the weekly General Long Service Leave Allowance in accordance with Appendix D.

22. Sick Leave

- (a) Sick pay is payment at an employee's classified rate of pay plus shift allowance.
- (b) An employee other than a casual employee who is absent from his/her work on account of personal illness or injury, other than that covered by workers' compensation shall be entitled to sick pay, provided that:
- (c) Within 24 hours of the commencement of such absence the employee shall inform the employer of their inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (d) The employee shall prove to the satisfaction of their employer that they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (e) For periods of sick leave of one day or less, employees may claim their sick leave entitlements without the production of a Doctor's Certificate. For periods of greater than one day, a Doctor's Certificate is required prior to payment. If an employee has had repetitive single day absences his/her attendance at

work shall be reviewed by management and the employees union. At the discretion of management he/she may be required to produce a medical certificate for further single day absences.

- (f) All permanent employees shall be entitled to 76 hours of leave per year. No payment shall be made for any absence on sick leave in accordance with this clause during the first three months of employment, notwithstanding that when an employee has three months service the employee shall be entitled to payment for any sick day in accordance with this clause.
- (g) When an employee who works ordinary time on a Saturday or Sunday is sick on one of those days, the employee shall receive single time payment for the number of hours he or she would have worked and shall have an equivalent number of hours deducted from his or her sick leave entitlement. Provided that the employee may elect to receive payment of double time for the number of hours he or she would have worked and have double the number of hours he or she would have normally worked deducted from his or her sick leave entitlement.
- (h) Sick leave with an employer shall accumulate from year to year so that any balance of the period specified in sub-clause (f) hereof which in any year has not been allowed to an employee by that employer as paid sick leave may be claimed by the employee in a subsequent year (subject to sub-clause (i)). There shall be no time limit on the accumulation of sick leave.
- (i) A permanent employee covered by this agreement, who has not taken any sick leave in a year commencing 1 December each year shall receive after 1 December of the following year an ex gratia payment calculated in accordance with the following:
 - (i) The employee's hourly classification rate times 38;
 - (ii) The weekly shift allowance normally paid to the employee;
 - (iii) General Allowance;
 - (iv) Supervision Allowance where applicable to the employee;
 - (v) First Aid Allowance where applicable to the employee;
 - (vi) Fire Crew Allowance where applicable to the employee.
- (j) An employee on an Annualised Salary covered by this agreement, who has not taken any sick leave in the year commencing 1 December each year shall receive after 1 December on the following year an ex gratia payment calculated as 1/52nd of the Annualised Salary.
- (k) Part payment
 - (i) A day work employee who has taken one day or less of sick leave in the year commencing 1 December each year shall receive two thirds of the payment referred to at paragraph (h) or (i) as the case may be. A shift work employee who has taken one shift or less of sick leave in the year commencing 1 December each year shall receive two thirds of the payment referred to at paragraph (i) or (j) as the case may be.
 - (ii) A day work employee who has taken between 1 and 2 days of sick leave in the year commencing 1 December each year shall receive one third of the payment referred to at paragraph (i) or (j) as the case may be. A shift work employee who has taken between 1 and 2 shifts of sick leave in the year commencing 1 December each year shall receive one third of the payment referred to at paragraph (i) or (j) as the case may be.
 - (iii) A day work employee who has taken more than 2 days of sick leave in the year commencing 1 December each year will not receive any payment pursuant to paragraph (i) or (j). A shift work employee who has taken more than 2 shifts of sick leave in the year commencing 1 December each year will not receive any payment pursuant to paragraph (i) or (j).

23. Family Leave

1. Sick Leave

- (a) An employee other than a casual employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this clause, any sick leave entitlement which accrues after 30 August 1996 for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (d) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being either:
 - A. a spouse of the employee; or
 - B. a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - C. a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - D. a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - E. a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (i) "relative" means a person related by blood, marriage or affinity;
 - (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.
- (e) An employee may only, for the purpose of this clause, use sick leave accrued from 30 August 1996.

2. Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in paragraph (d) of subclause (1) who is ill.

3. Annual Leave
 - (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days 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 (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
4. Time Off in Lieu of Payment for Overtime
 - (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
5. Make-up Time
 - (a) An employee may elect, with the consent of the employer, 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 employer, 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.
6. Rostered Days Off
 - (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

24. Bereavement Leave

- (a) an Employee Other Than a Casual Shall be Entitled to a Maximum of Five (5) Day's Leave at the Employees Classified Rate of Pay on Each Occasion and on Production of Satisfactory Evidence of the Death in Australia of a Person as Prescribed at Clause 23(1)(D) Family Leave of This Agreement.

- (b) This leave shall not accumulate.

25. Jury Service

- (a) An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of the employees attendance for such jury service and the amount of wages the employee would have received in respect of the ordinary time that employee would have worked had that employee not been on jury service.
- (b) An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give their employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

26. Workers Compensation

- (a) The employer shall pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the employer pursuant to the *Worker's Compensation Act, 1987* as amended.
- (b) "Accident pay" means the employee's weekly allowances.
- (c) An employer shall pay or cause to be paid accident pay as defined in 26(b) during the incapacity of the employee arising from any illness or injury for a total of 26 weeks whether the incapacity is in one continuous period or not.
- (d) An employee shall not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.
- (e) In the event that an employee receives a lump sum in redemption of weekly payments under the Workers Compensation Act, 1987, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.

27. Superannuation

- (a) The Company shall make superannuation contributions in accordance with the Superannuation Guarantee Legislation.
- (b) Choice of Funds

The parties agree that the employees shall have a choice of three complying funds. For the term of this agreement these shall be (1)CBA Superannuation Fund(Moderate Growth), (2) Westpac Superannuation Fund (Moderate Growth) or (3) Superannuation Trust Australia (STA). The employer will pay any employer superannuation contributions applicable to an employee into the fund nominated.

- (c) Default Fund

In the event that an employee does not choose fund (1) or fund (2) nominated at paragraph (b) by 30 June 2003, the Company will continue to pay any employer superannuation contributions applicable to the employee into fund (3) the STA fund.

28. Disciplinary Procedure

- (a) Should the attitude or behaviour of an employee be deemed to be unsatisfactory, the employee's immediate supervisor should counsel the employee as to his/her obligation to abide by the organisations policies and procedures. Such counselling should be conducted in an informal manner.
- (b) In the event that the attitude or behaviour of an employee continues to be unsatisfactory, an oral warning is to be given in the presence of the employee's union delegate. Such oral warning should convey to the

employee that continued poor performance could ultimately lead to termination of employment. This is to be recorded in the employee's personnel file.

- (c) Should the attitude or behaviour of an employee not improve, such employee shall be given a formal written warning and the employee shall be informed in the presence of the union delegate that a repetition of the behaviour may lead to termination of employment. The written warning shall be placed in the employee's personnel file.
- (d) Repetition of the attitude or behaviour will provide the Company with grounds for termination. Notice shall be given in accordance with clause 17.
- (e) This clause shall not affect the right of the company to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty, or misconduct and in such cases wages shall be payable up to the time of dismissal only.
- (f) Nothing in the foregoing procedure shall limit the right of the union to pursue re-instatement in accordance with the *Industrial Relations Act 1996*.

29. Dispute Settlement Procedure

- (a) General grievances
 - (i) In the first instance, an employee wishing to raise a grievance which directly affects the employee shall raise the matter with his/her immediate supervisor.
 - (ii) If the issue remains unresolved, it will pass into the formal stages of the grievance or disputes settlement procedure. During the application of this procedure, there will be a genuine commitment by the union and its members to ensure that work continues as normal.
 - (iii) Where the employee/s so desire, the union delegate may be involved from the outset.
- (b) Formal Disputes Procedure
 - (i) To enable claims, problems and disputes to be progressed while work proceeds normally, the following procedures will apply
 - (ii) From time to time a grievance or dispute may occur which threatens good working relations.
 - (iii) Those involved shall confer in good faith with a view to resolving the matter by direct negotiation and consultation.
 - (iv) Where practical, responses to stages 1, 2 and 3 should occur within 24 hours.
 - (v) When a dispute arises it is to be dealt with according to this procedure. While the dispute is being dealt with work shall continue normally. In order to allow for the peaceful resolution of grievances, the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work.

Stage 1

Any grievance or disputes which arise will, when possible, be settled by discussion on the job between the employee, employees and the Supervisor.

Stage 2

Failing settlement at Stage 1, the grievance will be further discussed between the union delegate/s and company management.

Stage 3

Failing settlement at Stage 2, the Company management representative will be involved in further discussions with the local union organiser.

Stage 4

If the matter remains unresolved it shall be referred to the Industrial Relations Commission of New South Wales in accordance with the *Industrial Relations Act 1996*.

- (c) The right is reserved to the parties to vary this procedure where a genuine occupational health and safety issue is raised.

30. Wage Increases

Employees will receive the following wage increases effective from the dates below. These increases will be made on the employee's hourly wage and on the allowances shown at Appendix D effective at the time of giving of the increases and shall be payable on the first pay period on or after these dates:

1 January 2003	4.00%
1 January 2004	4.00%
1 January 2005	4.00%

31. Classifications

- (a) The parties agree that they will conduct a review of the operators and tradesman fitters' classification structures operating at the site with a view to implementing new classification structures which recognise the skills of the employees and meet the needs of the company subject to the following agreed conditions.
- (b) The parties recognise that a new classification structure for production personnel was implemented in September 2001. The implementation of that classification structure resulted in pay rises for some employees. The parties agree that for the term of this agreement there will be no increase in the overall cost of the company's annual pay roll as a result of the review of the present classification structure or implementation of a new classification structure;
- (c) Classifications determined for production and maintenance staff are at Appendix E of this Agreement.
- (d) Mixed Functions

Where an employee is required to carry out all the duties of a higher classification for one shift or more then they will be paid at the higher classification rate for that shift or shifts.

32. Holidays

- (a) For each holiday below an employee shall receive 8 hours pay at the employee's classified rate. Provided however, that if any other day be, by a State Act of Parliament or State Proclamation substituted for any of the said holidays, the day so substituted shall be observed.

New Year's Day

Australia Day

Good Friday

Easter Saturday - The 8 hours Public Holiday pay only applies to employees who work on Easter Saturday. Employees who do not work on Easter Saturday do not receive the 8 hours Public Holiday pay.

Easter Monday

ANZAC Day

Queen's Birthday

Labour Day

Christmas Day

Boxing Day

- (b) Where Christmas Day falls on a Saturday, Christmas Day and Boxing Day shall be observed on the following Monday and Tuesday.
- (c) Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day.
- (d) Provided that:

An employer who terminates the employment of an employee except for reasons for misconduct or incompetence (proof of which shall lie upon the employer) shall pay the employee a day's ordinary wages for each holiday which falls within 10 consecutive days after the day of termination.
- (e) All work performed on any of the holidays prescribed in this clause or substituted in lieu thereof, shall be paid for at the rate of double time. Employees shall also be entitled to 8 hours pay in accordance with subclause 32(a).
- (f) An employee shall be entitled to an additional day per year to be known as the picnic day. This day shall be taken on the first Monday in March.

33. Annual Leave

- (a) Day employees shall be entitled to 152 hours annual leave.
 - (b) Twelve (12) hour shift employees shall be entitled to 190 hours annual leave. Where a shift worker is rostered off during a public holiday, that employee shall receive one extra day's annual leave or payment in lieu thereof. This shall not attract annual leave loading in subclause 33(a) and (b).
 - (c) An employee, upon taking of annual leave, shall be paid at;
 - (i) a rate equal to the last financial year's (1 July - 30 June) average weekly earnings, excluding annual leave, 'cashed in' leave or other extraordinary payments; or
 - (ii) paid in addition to their classified rate a 28% loading;
- Provided that an employee shall be paid at the highest rate above.
- (d) Annual leave shall be given and taken in accordance with the *Annual Holidays Act 1944* (as amended).
 - (e) A day work employee who works ordinary hours on Sundays and Public Holidays as part of a continuous roster shall be allowed an additional 38 hours of annual leave, provided the employee works the continuous roster for the entire year. An employee who works on a continuous roster for part of the year and on a non continuous roster for the remainder of the year shall be allowed additional leave calculated as a pro rata of 38 hours on the basis of the proportion of the year spent working the continuous roster to one year.

This sub clause shall not apply to employees who are paid an annualised salary.

34. Leave Relief for Fitters

When a fitter is on leave for more than one week, he or she will be replaced for the period of the absence on leave that is in excess of one week.

35. Leave Without Pay

With the approval of the company, a full time or permanent part - time employee with at least three years of continuous service may elect to take up to three months of leave without pay, subject to the following:

- (a) the employee has completed at least three years of continuous service with the company at the date of applying for the leave;
- (b) he period of leave shall be one continuous period of no more than three months;
- (c) The Company retains the right to refuse an application for leave without pay;
- (d) Leave without pay does not count as service for any purpose of this agreement;
- (e) Following the period of leave, the employee has the right to return to the job he or she performed prior to taking the leave, or, if his or her previous job no longer exists, a job as close to his or her previous job as is available;
- (f) Nothing in this clause affects the right of the company to grant other leave without pay to an employee who has exhausted all other leave entitlements.

36. Introduction of Change

- (a) Employer's duty to notify
 - (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (ii) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or reduction of job opportunities, promotion opportunities, job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (b) Employer's duty to discuss change.
 - (i) The employer shall discuss with the employees affected and the union to which they belong, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - (ii) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this clause.
 - (iii) For the purpose of such discussion, the employer shall provide to the employees concerned and the union which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

37. Redundancy

(a) Application.

- (i) This clause shall apply in respect of full time and part time employees.
- (ii) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(b) Discussions before terminations

- (i) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone, and that decision may lead to the termination of employment, the employer shall hold discussion with the employees directly affected and with the union to which they belong.

(c) Termination of Employment.

- (i) Notice shall be given as per the notice given in Clause 17, Termination of Employment.

A Time off during the notice period.

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

B If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

- (ii) Employee leaving during the notice period.

If the employment of an employee is terminated (other than misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

- (iii) Statement of employment.

The employer shall, upon receipt of a request from an employee whose employment has been terminated in accordance with this clause, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

- (iv) Severance Pay.

Where an employee is to be terminated pursuant to this clause, he/she shall be entitled to four weeks pay for each completed year of service. A pro rata entitlement shall be paid for any incomplete year of service. Employees with less than 12 month's service shall be entitled to a pro rata entitlement for that service.

'Weeks pay' means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in this agreement.

- (v) An employee who is terminated pursuant to this clause shall be paid the value of sick leave accumulated and not taken by him or her prior to 1 February 1993.
- (vi) Mechanisation and/or Technological Changes.

Where, on account of the introduction or proposed introduction by the Company of mechanisation or technological changes in the industry in which the employee is engaged, the company terminates the employment of an employee who has at least 12 month's service, the Company shall give the employee three months notice of the termination of his/her employment, plus Severance Pay in accordance with 37(d)(iv), provided that if the Company fails to give such notice in full;

- A The Company shall pay the employee at the applicable rate of pay applicable under this agreement for a period of the notice given; and
- B The period of notice required by this clause to be given shall be deemed to be service with the company for the purpose of the *Long Service Leave Act 1955* (as amended), and the *Annual Holidays Act 1944* (as amended).
- C The Company's right to summarily dismiss an employee for malingering, inefficiency, neglect of duty or misconduct shall not be prejudiced by the fact that the employee has been given notice pursuant to this clause of the termination of the employee's employment.

- (vii) Alternative Employment.

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained above if the employer obtains acceptable alternative employment for an employee.

38. Rostered Days Off

- (a) The ordinary working hours shall be worked in accordance with Clause 13 as a twenty day working cycle of eight hours, with 0.4 of one hour of each day worked accruing as an entitlement to take one paid day off per monthly cycle as nominated by the Company.

Day Workers

- (a) It is understood between the parties that 12 rostered days off per year, at 8 hours per day shall be accrued.

Shift Workers

- (a) It is understood between the parties that 8 rostered days off per year, at 12 hours per day shall be accrued.
- (b) In the case of termination the balance of all such accrued hours shall be paid to the employee.
- (c) The accrued rostered days off prescribed in clause 38(a) shall be taken as a paid day off provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out maintenance outside ordinary working hours because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project in which case another day shall be substituted for the Rostered Day off.

- (d) Banking of up to 5 rostered days off is allowed by agreement between the Company and the individual employee.

39. Footwear / Protective Clothing

The Company has entered into an arrangement with a clothing provider to provide a clean set of clothes each day for all permanent employees on the site. All employees are required to change their clothes daily and place the soiled clothing in an appropriate receptacle for collection by the laundry providers.

The Company shall provide free of charge to employees the following:

Sloppy Joe	1 per year
Belt	1 per year
Socks	3 pairs per year
Protective Footwear	2 pairs per year
Winter Jacket	1 every second year

Other protective clothing which is not part of normal issue such as gumboots will be supplied on an as required basis and this issue must be authorised by the relevant departmental manager.

The laundering of the sloppy joe, winter jacket, socks and other personal clothing are the responsibility of the employee.

In cases where an individual item of clothing genuinely requires replacement within the replacement time-frame stated above then the employee may apply to the Company for replacement of the item of clothing provided it is a genuine case based on fair wear and tear.

The Company will provide prescription safety glasses as required. The Company will arrange for replacement of the prescription safety glasses if they have been shown to be damaged. The Company reserves the right to choose the supplier of the prescription safety glasses.

40. Occupational Health and Safety Committee

An Occupational Health and Safety Committee has been formed by agreement between the parties, and meets once per month to give guidance to the Company on safety related matters.

41. Trade Union Training

Members are to be given time off and paid time and expenses where the course is not paid for by the company up to and including ten (10) days per year for members to attend courses conducted by or authorised by the Union to which they belong. The Company may require proof of attendance at the course from the employee.

42. Training

- (a) Except where an employee is recalled to attend training all training shall be paid at single time at the employee's hourly rate of pay for Day workers and Shift Personnel.

For the purposes of this agreement, training includes on the job training, classroom training on site, external training other than that detailed in (b) below.

Single time training will include, but not be limited to:

Occupational Health & Safety Training

Mobile Equipment Training

Food Safety & Good Manufacturing Training

Operational Systems Training

Warehouse Training
Electrical Systems Training
Mechanical Systems Training
Other Maintenance Training
Quality Training
Plant Expansion HAZOP studies and other studies associated with proposed expansions
Environmental Training
New Plant Commissioning Training, and

any other training that the Company wishes employees to undertake to improve operator knowledge and skills, plant efficiency, plant conditions and work practices.

- (b) Where an employee is recalled to attend training outside of his or her ordinary hours, he or she will be paid at double time for the time spent in the training.
- (c) Personnel wishing to further their education utilising TAFE and other tertiary education facilities can approach the Company for approval.

Where the Company agrees that such training is of benefit to the Company the employee shall be paid up to 3 hours per week single time for company approved external training provided that the employee shall also attend a minimum of 3 hours per week unpaid training.

- (d) Course fees shall be paid by the employer up to a maximum amount of \$525.00 per year.
- (e) Materials and textbooks shall be paid for by the employee.
- (f) Apprentices will be released for training as required by the appropriate training institution and by agreement with the Company.

43. Meetings

An employee attending Company organised meetings outside their rostered hours shall be paid at double time including Union Meetings.

44. Annualised Salary - Tradesman Electrician

- (a) An employee engaged as a tradesman electrician will be paid an annualised salary. Therefore Clause 13, Hours of Work, Clause 20 Overtime, Clause 32(e) payment for work on a public holiday, and 33(b) Annual Leave Loading, shall not apply. This paragraph may also apply to the storemen positions.
- (b) The company, together with the electricians and the Electrical Trades Union have calculated the average overtime worked by electricians to be six (6) hours per week. This calculation of overtime, together with payment for annual leave and annual leave loading, and payments for meal allowances, have been factored into an annualised salary.
- (c) The annualised salary will be divided by 52, and paid on a weekly basis to employees at this classification. All approved leave will be taken at this higher rate, and superannuation will be payable at this rate also.
- (d) Work will be performed to meet the requirements of the Company to maintain a reliable operation as currently is the case.

- (e) The implementation of the above remuneration package will not affect the employee's rights to rostered days off, in accordance with clause 38, Rostered Days Off.
- (f) The annualised salary includes payment for all applicable allowances in accordance with Appendix D, albeit where an employee is entitled to a first aid and /or firecrew allowance, that payment will be made in addition to the annualised salary. When an employee is on Long Service Leave in accordance with Clause 21, they will not be entitled to the General (Long Service Leave) Allowance.

45. Annualised Salary - Truck Driver

- (a) An employee engaged as a Truck Driver will be paid an annualised salary. Therefore Clause 13, Hours of Work, Clause 20 Overtime, Clause 32(e) payment for work on a public holiday, and 33(b) Annual Leave Loading, shall not apply.
- (b) The company, together with the truck driver has calculated the average overtime, necessary to meet the organisation's requirements. This calculation of overtime, together with payment for annual leave and annual leave loading, and payments for meal allowances, has been factored into an annualised salary.
- (c) The annualised salary will be divided by 52, and paid on a weekly basis to employees at this classification. All approved leave will be taken at this higher rate, and superannuation will be payable at this rate also.
- (d) Work will be performed to meet the requirements of the Company to maintain a reliable operation as currently is the case.
- (e) The implementation of the above remuneration package will not affect the employee's rights to rostered days off, in accordance with clause 38, Rostered Days Off.
- (f) The annualised salary includes payment for all applicable allowances in accordance with Appendix D. When an employee is on Long Service Leave in accordance with Clause 21, they will not be entitled to the General (Long Service Leave) Allowance.

46. Anti Discrimination

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 carers responsibility.

- (a) 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.
- (b) 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.
- (c) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation.
 - (ii) offering or providing junior rates of pay to persons under 21 years of age.
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
 - (iv) a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

- (d) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

47. Equal Employment Opportunity

- (a) The Company is committed to equal employment opportunity and aims to provide a work environment where employees are treated fairly and with respect. Employees are required to comply with the Company's EEO Policy, which prohibits unlawful harassment and discrimination.
- (b) If an Employee feels they have suffered discrimination or harassment, he or she should raise the issue in accordance with the Complaint Handling Procedure contained in the Company's EEO Policy

48. Signatories

Signed for and on behalf of Shoalhaven Starches Pty Ltd

_____	03 / 04 / 03
Mr Brian Hanley	Date
General Manager	

Signed for and on behalf of The Australian Workers Union, New South Wales;

_____	07 / 04 / 03
Union Representative	Date

_____	03 / 04 / 03
Union Delegate	Date

Signed for and on behalf of The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (NSW Branch)

_____	29 / 04 / 03
Union Representative	Date

_____	03 / 04 / 03
Union Delegate	Date

Signed for and on behalf of The Electrical Trades Union of Australia, New South Wales Branch

_____	15 / 04 / 03
Union Representative	Date

_____	03 / 04 / 03
Union Delegate	Date

Appendix A

38 Hr Week Employee Hourly Wage Details

4.00 % increase from 1/1/2003	Hourly Rate	Allowances				Weekly	Annualised
Operators		Shift	General	Super / Calls	Tool		
Entry Level - 3 month trial position	14.2979	27.17	39.52	-	-	610	31,721
Level 1	15.0530	28.60	82.16	-	-	683	35,504
Level 2	16.5568	31.46	82.16	-	-	743	38,624
Level 3	16.7029	31.74	82.16	-	-	749	38,928
Level 4	16.8243	31.97	82.16	-	-	753	39,180
Level 4 Supervisor	16.8243	31.97	82.16	36.40	-	790	41,072
Level 5	17.5966	33.43	82.16	-	-	784	40,782
Level 5 with ½ Supervisor	17.5966	33.43	82.16	18.20	-	802	41,728
Level 5 Supervisor	17.5966	33.43	82.16	36.40	-	821	42,674
Level 5 Senior Supervisor	17.5966	33.43	82.16	57.20	-	841	43,756
Entry Level Casual	18.5873						
Casual Operator	19.5689						
Fitters							
Level 3	17.1066	32.50	82.16	-	9.78	774	40,274
Level 4	17.9629	34.13	82.16	-	9.78	809	42,050
Level 5	18.8178	35.75	82.16	-	9.78	843	43,824
Level 5 Leading Hand	20.6956	39.32	82.16	32.48	9.78	950	49,409
Level 6	19.6728	37.38	82.16	-	9.78	877	45,598
Level 6 Leading Hand	21.5506	40.95	82.16	32.48	9.78	984	51,183
Level 7	21.3840	40.63	82.16	-	9.78	945	49,148
Level 7 Leading Hand	23.2617	44.20	82.16	32.48	9.78	1,053	54,733
Level 8	22.2401	42.26	82.16	-	9.78	979	50,925
Level 8 Leading Hand	24.1177	45.82	82.16	32.48	9.78	1,087	56,509
Level 9	23.0951	43.88	82.16	-	9.78	1,013	52,699
Level 9 Leading Hand	24.9727	47.45	82.16	32.48	9.78	1,121	58,283
Level 10	24.8051	47.13	82.16	-	9.78	1,082	56,247
Level 10 Leading Hand	27.0646	51.42	82.16	32.48	9.78	1,204	62,623
Casual Tradesman	24.4631						

38 Hr Week Employee Hourly Wage Details

4.00 % increase from 1/1/2004	Hourly Rate	Allowances				Weekly	Annualised
Operators		Shift	General	Super/ Calls	Tool		
Entry Level - 3 month trial position	14.8698	28.25	41.10	-	-	634	32,989
Level 1	15.6551	29.74	85.45	-	-	710	36,924
Level 2	17.2191	32.72	85.45	-	-	772	40,170
Level 3	17.3710	33.00	85.45	-	-	779	40,484
Level 4	17.4973	33.24	85.45	-	-	784	40,747
Level 4 Supervisor	17.4973	33.24	85.45	37.86	-	821	42,715
Level 5	18.3005	34.77	85.45	-	-	816	42,413
Level 5 with ½ Supervisor	18.3005	34.77	85.45	18.93	-	835	43,398
Level 5 Supervisor	18.3005	34.77	85.45	37.86	-	853	44,382

Level 5 Senior Supervisor	18.3005	34.77	85.45	59.49	-	875	45,507
Entry Level Casual	19.3307						
Casual Operator	20.3516						
Fitters							
Level 3	17.7909	33.80	85.45	-	10.17	805	41,885
Level 4	18.6814	35.49	85.45	-	10.17	841	43,732
Level 5	19.5705	37.18	85.45	-	10.17	876	45,577
Level 5 Leading Hand	21.5234	40.89	85.45	33.78	10.17	988	51,385
Level 6	20.4597	38.87	85.45	-	10.17	912	47,422
Level 6 Leading Hand	22.4126	42.58	85.45	33.78	10.17	1,024	53,230
Level 7	22.2394	42.25	85.45	-	10.17	983	51,114
Level 7 Leading Hand	24.1922	45.97	85.45	33.78	10.17	1,095	56,923
Level 8	23.1297	43.95	85.45	-	10.17	1,018	52,962
Level 8 Leading Hand	25.0824	47.66	85.45	33.78	10.17	1,130	58,770
Level 9	24.0189	45.64	85.45	-	10.17	1,054	54,807
Level 9 Leading Hand	25.9716	49.35	85.45	33.78	10.17	1,166	60,615
Level 10	25.7973	49.01	85.45	-	10.17	1,125	58,496
Level 10 Leading Hand	28.1472	53.48	85.45	33.78	10.17	1,252	65,129
Casual Tradesman	25.4417						

38 Hr Week Employee Hourly Wage Details

4.00 % increase from 1/1/2005	Hourly Rate	Allowances				Weekly	Annualised
		Shift	General	Super / Calls	Tool		
Operators							
Entry Level - 3 month trial position	15.4646	29.38	42.74	-	-	660	34,308
Level 1	16.2813	30.93	88.87	-	-	738	38,401
Level 2	17.9079	34.03	88.87	-	-	803	41,777
Level 3	18.0658	34.33	88.87	-	-	810	42,104
Level 4	18.1972	34.57	88.87	-	-	815	42,377
Level 4 Supervisor	18.1972	34.57	88.87	39.37	-	854	44,424
Level 5	19.0325	36.16	88.87	-	-	848	44,110
Level 5 with ½ Supervisor	19.0325	36.16	88.87	19.69	-	868	45,134
Level 5 Supervisor	19.0325	36.16	88.87	39.37	-	888	46,157
Level 5 Senior Supervisor	19.0325	36.16	88.87	61.87	-	910	47,327
Entry Level Casual	20.1040						
Casual Operator	21.1657						
Fitters							
Level 3	18.5025	35.15	88.87	-	10.58	838	43,560
Level 4	19.4287	36.91	88.87	-	10.58	875	45,482
Level 5	20.3533	38.67	88.87	-	10.58	912	47,400
Level 5 Leading Hand	22.3843	42.53	88.87	35.13	10.58	1,028	53,441
Level 6	21.2781	40.43	88.87	-	10.58	948	49,319
Level 6 Leading Hand	23.3091	44.29	88.87	35.13	10.58	1,065	55,360
Level 7	23.1290	43.95	88.87	-	10.58	1,022	53,160
Level 7 Leading Hand	25.1599	47.80	88.87	35.13	10.58	1,138	59,200
Level 8	24.0549	45.70	88.87	-	10.58	1,059	55,080
Level 8 Leading Hand	26.0857	49.56	88.87	35.13	10.58	1,175	61,121
Level 9	24.9797	47.46	88.87	-	10.58	1,096	56,999
Level 9 Leading Hand	27.0105	51.32	88.87	35.13	10.58	1,212	63,040
Level 10	26.8292	50.98	88.87	-	10.58	1,170	60,837
Level 10 Leading Hand	29.2731	55.62	88.87	35.13	10.58	1,303	67,734

Casual Tradesman	26.4593						
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Appendix B

12 Hr Shift Employee Hourly Wage Details

4.00 % increase from 1/1/2003	Hourly Rate	Allowances				Weekly	Annualised
Operators		Shift	General	Super / Calls	Tool		
Entry Level - 3 month trial position	14.2979	108.66	39.52	-	-	920	47,854
Level 1	15.0530	114.40	82.16	-	-	1,009	52,490
Level 2	16.5568	125.83	82.16	-	-	1,102	57,307
Level 3	16.7029	126.94	82.16	-	-	1,111	57,775
Level 4	16.8243	127.86	82.16	-	-	1,119	58,164
Level 4 Supervisor	16.8243	127.86	82.16	36.40	-	1,155	60,056
Level 5	17.5966	133.73	82.16	-	-	1,166	60,638
Level 5 with ½ Supervisor	17.5966	133.73	82.16	18.20	-	1,184	61,584
Level 5 Supervisor	17.5966	133.73	82.16	36.40	-	1,203	62,530
Level 5 Senior Supervisor	17.5966	133.73	82.16	57.20	-	1,223	63,612
Entry Level Casual	18.5873	108.66					
Casual Operator	19.5689	114.40					
Fitters							
Level 3	17.1066	130.01	82.16	-	9.78	1,146	59,577
Level 4	17.9629	136.52	82.16	-	9.78	1,198	62,320
Level 5	18.8178	143.02	82.16	-	9.78	1,251	65,058
Level 5 Leading Hand	20.6956	157.29	82.16	32.48	9.78	1,399	72,762
Level 6	19.6728	149.51	82.16	-	9.78	1,304	67,797
Level 6 Leading Hand	21.5506	163.78	82.16	32.48	9.78	1,452	75,500
Level 7	21.3840	162.52	82.16	-	9.78	1,409	73,278
Level 7 Leading Hand	23.2617	176.79	82.16	32.48	9.78	1,557	80,982
Level 8	22.2401	169.02	82.16	-	9.78	1,462	76,020
Level 8 Leading Hand	24.1177	183.29	82.16	32.48	9.78	1,610	83,723
Level 9	23.0951	175.52	82.16	-	9.78	1,515	78,759
Level 9 Leading Hand	24.9727	189.79	82.16	32.48	9.78	1,663	86,462
Level 10	24.8051	188.52	82.16	-	9.78	1,620	84,237
Level 10 Leading Hand	27.0646	205.69	82.16	32.48	9.78	1,792	93,163

12 Hr Shift Employee Hourly Wage Details

4.00 % increase from 1/1/2004	Hourly Rate	Allowances				Weekly	Annualised
Operators		Shift	General	Super / Calls	Tool		
Entry Level - 3 month trial position	14.8698	113.01	41.10	-	-	957	49,768
Level 1	15.6551	118.98	85.45	-	-	1,050	54,590
Level 2	17.2191	130.87	85.45	-	-	1,146	59,600
Level 3	17.3710	132.02	85.45	-	-	1,156	60,086
Level 4	17.4973	132.98	85.45	-	-	1,163	60,491
Level 4 Supervisor	17.4973	132.98	85.45	37.86	-	1,201	62,459
Level 5	18.3005	139.08	85.45	-	-	1,213	63,063
Level 5 with ½	18.3005	139.08	85.45	18.93	-	1,232	64,048

Supervisor							
Level 5 Supervisor	18.3005	139.08	85.45	37.86	-	1,251	65,032
Level 5 Senior	18.3005	139.08	85.45	59.49	-	1,272	66,157
Supervisor							
Entry Level Casual	19.3307	113.01					
Casual Operator	20.3516	118.98					
Fitters							
Level 3	17.7909	135.21	85.45	-	10.17	1,192	61,960
Level 4	18.6814	141.98	85.45	-	10.17	1,246	64,813
Level 5	19.5705	148.74	85.45	-	10.17	1,301	67,661
Level 5 Leading Hand	21.5234	163.58	85.45	33.78	10.17	1,455	75,673
Level 6	20.4597	155.49	85.45	-	10.17	1,356	70,509
Level 6 Leading Hand	22.4126	170.34	85.45	33.78	10.17	1,510	78,521
Level 7	22.2394	169.02	85.45	-	10.17	1,466	76,210
Level 7 Leading Hand	24.1922	183.86	85.45	33.78	10.17	1,620	84,221
Level 8	23.1297	175.79	85.45	-	10.17	1,520	79,062
Level 8 Leading Hand	25.0824	190.63	85.45	33.78	10.17	1,674	87,073
Level 9	24.0189	182.54	85.45	-	10.17	1,575	81,909
Level 9 Leading Hand	25.9716	197.38	85.45	33.78	10.17	1,729	89,921
Level 10	25.7973	196.06	85.45	-	10.17	1,685	87,606
Level 10 Leading	28.1472	213.92	85.45	33.78	10.17	1,863	96,890
Hand							

12 Hr Shift Employee Hourly Wage Details

4.00 % increase from 1/1/2005	Hourly Rate	Allowances				Weekly	Annualised
		Shift	General	Super / Calls	Tool		
Operators							
Entry Level - 3 month trial position	15.4646	117.53	42.74	-	-	995	51,759
Level 1	16.2813	123.74	88.87	-	-	1,092	56,774
Level 2	17.9079	136.10	88.87	-	-	1,192	61,984
Level 3	18.0658	137.30	88.87	-	-	1,202	62,490
Level 4	18.1972	138.30	88.87	-	-	1,210	62,911
Level 4 Supervisor	18.1972	138.30	88.87	39.37	-	1,249	64,958
Level 5	19.0325	144.65	88.87	-	-	1,261	65,586
Level 5 with ½ Supervisor	19.0325	144.65	88.87	19.69	-	1,281	66,610
Level 5 Supervisor	19.0325	144.65	88.87	39.37	-	1,301	67,634
Level 5 Senior Supervisor	19.0325	144.65	88.87	61.87	-	1,323	68,804
Entry Level Casual	20.1040	117.53					
Casual Operator	21.1657	123.74					
Fitters							
Level 3	18.5025	140.62	88.87	-	10.58	1,239	64,439
Level 4	19.4287	147.66	88.87	-	10.58	1,296	67,406
Level 5	20.3533	154.69	88.87	-	10.58	1,353	70,367
Level 5 Leading Hand	22.3843	170.12	88.87	35.13	10.58	1,513	78,700
Level 6	21.2781	161.71	88.87	-	10.58	1,410	73,329
Level 6 Leading Hand	23.3091	177.15	88.87	35.13	10.58	1,570	81,662
Level 7	23.1290	175.78	88.87	-	10.58	1,524	79,258
Level 7 Leading Hand	25.1599	191.22	88.87	35.13	10.58	1,684	87,591
Level 8	24.0549	182.82	88.87	-	10.58	1,581	82,224
Level 8 Leading Hand	26.0857	198.25	88.87	35.13	10.58	1,741	90,556
Level 9	24.9797	189.85	88.87	-	10.58	1,638	85,187
Level 9 Leading Hand	27.0105	205.28	88.87	35.13	10.58	1,798	93,518

Level 10	26.8292	203.90	88.87	-	10.58	1,752	91,111
Level 10 Leading Hand	29.2731	222.48	88.87	35.13	10.58	1,938	100,766

Appendix C

Annualised Wage Electricians

	4.00 % increase from 1/1/2003	4.00 % increase from 1/1/2004	4.00% increase from 1/1/2005
Electricians -			
Level 3	54,668	56,855	59,129
Level 4	57,401	59,697	62,085
Level 5	60,135	62,540	65,042
Level 6	62,869	65,384	67,999
Level 6 Leading Hand	67,159	69,845	72,639
Level 7	68,336	71,070	73,913
Level 7 Leading Hand	73,009	75,930	78,967
Level 8	71,070	73,912	76,869
Level 8 Leading Hand	76,348	79,402	82,578
Level 9	73,802	76,754	79,824
Level 9 Leading Hand	79,283	82,454	85,752
Level 10	79,268	82,439	85,736
Level 10 Leading Hand	85,155	88,561	92,104

Appendix D

Other Allowances Payable

	4.00 % increase from 1/1/2003	4.00 % increase from 1/1/2004	4.00% increase from 1/1/2005
First Aid	8.63	8.98	9.34
Firecrew	8.63	8.98	9.34
LSL Allowance	42.64	44.35	46.12
First Tea Money	10.40	10.82	11.25
Second Tea Money	8.32	8.65	9.00

Appendix E

Maintenance Classification Levels

Electricians

Assessment Frequency -

Electricians may be assessed on request twice per year by the section manager. The assessment periods are February and August.

Level Progression -

Electricians can progress from one level to the next if they have met the level criteria, demonstrated a work history of the skills and qualifications required and the progression suits the needs of the business.

On Going Review -

The skills required for each level may change to reflect changes in technology, maintenance requirements and business needs. This will be done in consultation with the electrical staff.

Assessment Criteria -

Level 3:

Relevant trade certificate

Level 4:

- i) Understanding of S.A.A. wiring rules
- ii) Read motor control drawing
- iii) Follow stop/start circuit
- iv) Connect/Disconnect motors
- v) Basic High voltage switching.

Level 5:

- i) Understanding of motor starters that is D.O.L., Resistance, Star/Delta, Auto Transformer, VSD and Soft starters.
- ii) Understanding of various control devices that is level, pressure and flow switches.
- iii) Basic computer skills.
- iv) Follow manual to set-up instruments such as pH meter, the Probe and record parameters.
- v) High voltage switching and issuing of access permits using single line diagrams.
- vi) PLC fault finding using I/O leds with drawing, also able to go on-line, search and force on Hitachi and G.E. Plc's. Identify PLC cards. Look up plc fault tables.
- vii) Understanding of Plantscape control system.
- viii) Understand complicated control circuits, high speed packing equipment.

Level 6:

- i) Basic PID tuning by changing valves in Hitachi, G.E. plc and other controllers.
- ii) Understanding of instruments such as pressure, level, temperature, flow and pH. Loop resistance check and 4 to 20 ma check.
- iii) Enhanced computer skills such as BIOS set-up, understanding of programs such as Word, Excel, Access, Autocad and Mainpac.
- iv) Basic communication network skills using ping, echo and other maintenance commands.
- v) PLC faultfinding using status tables and identify faulty plc cards and change using correct methods. Some simple PLC program changes.
- vi) Work on High Voltage Equipment.

vii) Eight modules completed of the Electrical Associate Diploma or equivalent.

Level 7:

D) Pid Tuning and Process Control.

ii) Instrument configuration including calibration and re-ranging.

iii) PLC configuration changes and card set-up. Understanding of all PLC's on site. Editing of PLC program.

iv) Understanding of Plantscape including Hardware build, display build, point build and terminal server set-up.

v) Leadership role including understanding of OH&S, EPA, HV and FIRE SYSTEM statutory requirements.

vi) Sixteen modules completed of the Electrical Associate Diploma or equivalent.

Level 8:

i) Able to understand and maintain complex process control such as cascade, ratio control, feed forward etc.

ii) Enhanced understanding of Plantscape including building channels, rtu's, new points, modifying graphics and reports. Support all system maintenance requirements.

iii) Able to understand advanced PLC code including matrices and subroutines etc. and modify.

iv) Maintain all documentation on site, such as AutoCAD drawings, Excel and Word documents.

v) Enhanced understanding of process and instrumentation on site including maintenance and application.

vi) Leadership role including understanding of OH&S,EPA,HV and FIRE SYSTEM statutory requirements and commitment to production targets.

vii) Completed the Electrical Associate Diploma or equivalent.

viii) At least two years experience in the above.

Level 9:

i) Understanding of process with emphases on process improvements, costing and implement as required.

ii) Analytical trouble shooting skills with cross trade ability.

iii) Maintenance management skills

Inspections and tasks

Parts risk analysis

Planning

Stores System

iv) Manage site standards for electrical and instrumentation work.

iv) Manage minor projects including concept, P&IDs, Budget and Work Supervision.

- v) Leadership role including understanding of OH&S, EPA, HV and FIRE SYSTEM statutory requirements and demonstrated commitment to production targets.
- vi) Commitment to and implementation of safety practices including JSA's and procedures.
- vii) Completed the Electrical Associate Diploma or equivalent.
- viii) At least three years experience in the above.

Level 10:

- i) Leadership role including understanding of OH&S, EPA, HV and FIRE SYSTEM statutory requirements and demonstrated commitment to company and production targets.
- ii) Understanding of process with emphases on process improvements, costing and implement as required
- iii) Manage Large Projects including Concept, P&IDs, Budget and Work Supervision of various disciplines.
- iv) Overall understanding of electrical plant and control philosophy.
- v) Completed the Electrical Associate Diploma or equivalent.
- vi) At least five years experience in the above.

Note: Supervisory maintenance skills are at present paid as a separate allowance.

TAFE:

PLC Certificate Course	2866
Industrial Electronics Course	2867
Diploma Electrical Course	6774
Advanced Diploma Electrical Course	6782

Fitters

Classification Philosophy

The idea is to pay people fairly for their skills that they are using, consistent with business needs. There will be consistency of approach to ensure equity between our people.

Assessment Frequency

Fitters may be assessed on request twice per year by the Maintenance Manager. The assessment periods are February and August.

Level Progression

Fitters can progress from one level to the next if they meet the criteria shown on the matrix and the progression suits the needs of the business.

On Going Review

The skills required for each level may change to reflect changes in technology, maintenance requirements and business needs.

Assessment Criteria

Each skill will have a standard assessment that suits the business needs of the Manildra Group. This will range from having a ticket to skills tailored to local needs. Once the assessment technique is set for a given skill we intend to keep it the same.

Assessment Points Required

Level 5	24 A or B
Level 6	36 A or B with a maximum of 24 A
Level 7	48 A or B with a maximum of 24 A
Level 8	44 A or B + 16 Core band 2 with a maximum 24 A

Assessment Matrix -

Skill	Points
A Points	
10.6A - Install Machinery	4
11.1A - Erect Scaffolding	4
11.4A - Rigging	4
11.7A - Inventory Procedures	4
11.16A - Order Materials	2
11.15A - Manage Inv System	6
11.18A - Stock Receival System	6
9.1A - Interpret Sketches	2
9.2A - Interpret Tech Drawing	4
9.3 A - Basic Eng Drawing	8
9.5 A - Basic Eng Detail Drafting	8
9.11A - Basic Eng Design Concepts	6
5.20A - Advanced GTAW	6
5.21A - Oxy Welding	4
5.28A - MMAW Low Carbon Pipe, Cert 2	2
5.30A - MMAW Alloy Pipe Cert 4	4
5.32A - GTAW MMAW Alloy Cert 5	2
5.33A - GTAW Pipe, Cert 7	2
7.5A - General Machining	8
18.8A - Balance Equipment	2
18.49A - Connect/Disconnect, Rel	3
18.18A - Maintain Pneumatic Systems	4
18.20A - Maintain Hydraulic Systems	4
AB Points	
17.1AB - Workplace Training	2
17.2AB - Workplace Assessment	2
18.19AB - Repair Pneumatic Systems	4
18.21AB - Repair Hydraulic Systems	4
18.22AB - Maintain Fluid Power Controls	8
B Points	
18.16B - Analyse & Monitor Plant	4
18.17B - Modify Mech. Systems & Equip	8
M1B - Organise Materials	8
M2B - Maintenance Planning	8

Operator Classification Levels

GENERAL

Level Progression

All new employees start at Entry Level. This is a trial position for 3 months.

All Level 4 & 5 operator positions across the site will be by appointment only when the employees have the skills and when vacancies occur.

Assessment Panel

All skills assessments will be by a panel consisting of the Section Manager, one other Manager, a Level 5 person in the section and one trained workplace assessor.

BOILERHOUSE

In the Boilerhouse, there will be four Level 4 positions and it is a requirement that the person on Level 5 has the skills and knowledge to operate the plant, to carry out plant supervision and also stand in for the Boilerhouse Manager during his absence.

CLEANERS

In the Cleaning area, there will be one Level 2 day shift position.

In the Cleaning area, there will be one Level 1 day shift position.

ENVIRONMENTAL FARM

There will be eight Level 3 positions.

ETHANOL PLANT

In the Ethanol Plant, there will be one Level 5 Day Shift Senior Supervisor and it is a requirement that the person in this position has the skills and knowledge to operate the plant, to carry out plant supervision and also stand in for the Ethanol Plant Manager during his absence.

In the Ethanol Plant, there will be four Level 5 Half Supervisor positions and it is a requirement that the person in Level 5 has the skills and knowledge to operate the plant, to carry out plant supervision and also stand in for the Level 5 Senior Supervisor during his absence.

There will be four Level 4 positions and people at this level can only progress to Level 5 when they have the appropriate skills and when vacancies occur.

There will be one Level 3 Shift Relief position and people at this level can only progress to Level 5 when they have the appropriate skills and when vacancies occur.

There will be one Level 2 Day Shift position.

FLOUR UNLOADER

In the Flour Unloader, there will be four Level 3 Positions.

GLUCOSE PLANT

In the Glucose Plant, there will be one Level 5 Day Shift Senior Supervisor and it is a requirement that the person in this position has the skills and knowledge to operate the plant, to carry out plant supervision and also stand in for the Glucose Plant Manager during his absence.

In the Glucose Plant, there will be four Level 5 positions and it is a requirement that the person in Level 5 has the skills and knowledge to operate the plant, to carry out plant supervision and also stand in for the Level 5 Senior Supervisor during his absence.

There will be Three Level 4 and one Level 4 Shift Relief positions and people at this level can only progress to Level 5 when they have the appropriate skills and when vacancies occur.

There will be eight Level 3 positions and people at this level can only progress to Level 4 when they have the appropriate skills and when vacancies occur.

PACKER

In the Packer, there will be one Level 5 Day Shift Senior Supervisor and it is a requirement that the person in this position has the skills and knowledge to operate the plant, to carry out plant supervision and also stand in for the Packer Manager during his absence.

In the Packer, there will be four Level 4 Supervisor positions and it is a requirement that the person in Level 4 has the skills and knowledge to operate the plant, to carry out plant supervision and also stand in for the Level 5 Day Shift Senior Supervisor during his absence.

There will be twelve Level 3 and two Level 3 Shift Relief positions and people can progress to Level 4 by obtaining the appropriate skills and when vacancies occur.

There will be three Level 2 positions and people can progress to Level 4 by obtaining the appropriate skills and when vacancies occur.

STARCH PLANT

In the Starch Plant, there will be one Level 5 Day Shift Senior Supervisor and it is a requirement that the person in this position has the skills and knowledge to operate the plant, to carry out plant supervision and also stand in for the Starch Plant Manager during his absence.

In the Starch Plant, there will be four Level 5 Senior Supervisor positions and it is a requirement that the person in Level 5 has the skills and knowledge to operate the plant and to carry out plant supervision.

There will be two Level 4 and two Level 4 Shift Relief positions and people at this level can only progress to Level 5 when they have the appropriate skills and when vacancies occur.

There will be twenty two Level 3 and two Level 3 Shift Relief positions and people can progress to Level 4 by obtaining the appropriate skills and when vacancies occur.

There will be one Level 3 Day Shift position.

WHEAT PROTEIN ISOLATE

In the Protein Plant, there will be one Level 5 Day Shift Supervisor and it is a requirement that the person in this position has the skills and knowledge to operate the plant and to carry out plant supervision.

In the Protein Plant, there will be nine Level 3 positions.

There will be six Level 3 positions and people can progress to Level 4 by obtaining the appropriate skills and when vacancies occur.