

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/70

**TITLE: Asia Pacific Specialty Chemicals Limited Seven Hills  
Operations Agreement 2003**

**I.R.C. NO:** IRC4/309

**DATE APPROVED/COMMENCEMENT:** 6 February 2004/19 June 2003

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/180

**GAZETTAL REFERENCE:** 16 April 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 45

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to the employees of Asia Pacific Specialty Chemicals Limited at its premises at 8 Abbott Road, Seven Hills, who fall within the coverage of the Australian Liquor, Hospitality and Miscellaneous Workers Union Chemical Industry (APS) Operations Award, the Storemen and Packers, General (State) Award, the Metal, Engineering and Associated Industries (State) Award, the Draughtsmen, Planners, Technical Officers, &c. (State) Award and the Electricians, &c. (State) Award

**PARTIES:** Asia Pacific Specialty Chemicals Limited -&- the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, Australian Manufacturing Workers' Union, Sydney, Electrical Trades Union of Australia, New South Wales Branch, National Union of Workers, New South Wales Branch

# ASIA PACIFIC SPECIALTY CHEMICALS LIMITED SEVEN HILLS SITE OPERATIONS AGREEMENT 2003

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## **2. Title**

This Agreement shall be known as the "Asia Pacific Specialty Chemicals Limited Seven Hills Operations Agreement 2003".

## **3. Parties Bound**

This Agreement is between Asia Pacific Specialty Chemicals Limited ("the Company") and the Australian Liquor, Hospitality and Miscellaneous Workers Union, Australian Manufacturing Workers' Union, National Union of Workers and the Electrical Trades Union (NSW) of Australia ("the Unions") and all employees employed by the Company in any of the occupations, industries or callings specified in the Australian Liquor, Hospitality and Miscellaneous Workers Union Chemical Industry (APS) Operations Award, Storemen and Packers, General (State) Award, Metal, Engineering and Associated Industries (State) Award, Draughtsmen, Planners, Technical Officers, &c. (State) Award and the Electricians, &c. (State) Award ("the Parent Awards").

## **4. Application**

This Agreement shall apply at the Company's premises located at 8 Abbott Road, Seven Hills.

## **5. Relationship with the Parent**

This Agreement shall be read and interpreted wholly and in conjunction with the Parent Awards, but will prevail over the Parent Awards to the extent of any inconsistency.

## **6. Single Bargaining Unit**

This Agreement has been negotiated through a single bargaining unit consisting of management representatives and members of the Australian Liquor, Hospitality and Miscellaneous Workers' Union, National Union of Workers, Australian Manufacturing Workers Union (registered as AFMEPKIU) and Electrical Trades Union (NSW) of Australia.

## **7. Duration**

This Agreement will take effect from the first full pay period to commence on or after 19 June 2003 and will expire on 19 June 2005.

Discussions between the parties regarding the next enterprise agreement shall commence three months prior to the expiration of the existing agreement.

## **8. No Extra Claims**

The Unions and employees bound by this Agreement will not pursue any extra claims, award or over-award, for the life of this Agreement, including increases arising from award variations or decisions of the Commission.

## **9. Definitions**

- (i) A leading hand for the purposes of this Agreement shall be appointed by the employer to assist in the good order of workflow in an operating area by:
  - (a) Receiving instructions and allocating the work flow to employees;
  - (b) Determining shortages in labour, or material or equipment failures and bringing any deficiencies to the employer for consideration;

(c) Not breaching any confidence placed in them by fellow employees or the employer;

(d) Being appointed on merit and skill taking into account the following factors:

Clerical aptitude

Supervisory ability

Work performance and experience

Attendance

Attention to detail

General attitude to company standards

Training and education.

(ii) Shift workers are employees working on one, two or three shift systems.

(iii) Seven-day shift workers are shift workers whose ordinary working period includes Sunday and holidays as ordinary working days on which they may be regularly rostered.

(iv) Day workers are employees other than shift workers.

(v) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly rate prescribed by this Agreement for the work that he or she performs, plus 25 per cent. This loading is paid in lieu of all sick leave, annual leave and public holidays.

The parties to this Agreement are committed to maximising the permanent component of the labour force and recognise the need to use casual employees from time to time in order to cover for site requirements. Casual employees will not replace on a permanent basis, full time employees. Where a casual has been engaged for a period of greater than 26 weeks, the parties will review the nature of the position/s, which the casual/s has filled. If the work or the position is determined to be continuous, then the position will become permanent.

(vi) A temporary employee is one who is engaged for a specific period usually covering seasonal and/or specific project work and medium term absences. A temporary employee is otherwise entitled to all benefits of the Agreement. A temporary employee shall be employed for a minimum of two months and a maximum of 12 months.

(vii) Early morning shift means any shift that commences before 6.00 am.

(viii) Afternoon shift means any shift which finished after 6.00 pm. and before 12.00 am.

(ix) Night shift means any shift that starts after 6.00 pm. and finishes on or before 6.00 am.

## **10. Classification Structure**

Rates of pay for these classifications are found in Appendices A, Wage Schedule 1, and B, Wage Schedule 2. The rates include all allowances paid in the chemical and related industries (for example, dirt allowance, tool allowance, dust allowance, disability allowance, etc).

(a) Production Stream

Grade 1

Is responsible for the quality of their own work (subject to instruction and direction);

Performs routine duties in a team environment and/or under routine supervision;

Undertakes duties in a safe and responsible manner;

Possesses interpersonal and communication skills;

Housekeeping;

Undertakes training including conditions of employment, OH&S, EEO, manual handling techniques, fire protection, basic chemicals handling, quality systems, protective equipment etc;

Has the ability to progress to higher grades.

#### Grade 2

An employee who, in addition to performing the duties of Grade 1:

Possesses good interpersonal and communication skills;

Maintains records, which may involve the use of computers and other electronic equipment;

Regularly inspects plant and ancillary equipment and reports items requiring attention;

Checks weights, calibration, process testing/control and basic troubleshooting;

Identifies chemical substance and interpretation of MSDS;

Receives, checks, dispatches and sorts materials;

Understands and applies quality systems as it applies to an area including standard operating procedures and plant manuals;

Assists in on-the-job training to the level of employee's training and competence.

#### Grade 3

An employee who, in addition to performing the duties of Grades 1 and 2:

Is a competent operator, able to work area alone;

Is responsible for assuring the quality of their own work;

Possesses sound interpersonal and communication skills;

Performs process maintenance tasks on plant and ancillary equipment within area;

Is competent in understanding regulations relating to handling, processing, storage, receipt, dispatch of all materials;

Assists in on-the-job training to the level of employee's training and competence.

#### Grade 4

An employee who, in addition to performing the duties of Grades 1, 2, and 3:

Performs all complex operation within a section/a number of operations within a number of sections;

Has a broad understanding of quality systems requirements for operations;

Displays problem-solving skills and applies when necessary;  
Is able to perform multiple activities across operations;  
Assists in preparing written procedures;  
Assists in on-the-job training to the level of employee's training and competence.

#### Grade 5

An employee who, in addition to performing the duties of Grades 1, 2, 3 and 4:

Utilises highly developed level of interpersonal and communication skills;  
Has achieved a level of knowledge and skills equivalent to a non-trade certificate level;  
Is able to and performs a number of complex duties across operations;  
Has the ability to operate any process on site;  
Prepares written procedures for review and approval by management;  
Assists in on-the-job training to the level of employee's training and competence.

#### Grade 6

An employee who, in addition to performing the duties of Grades 1, 2, 3, 4, and 5:

Is able to exercise discretion with respect to tasks;  
Displays advanced problem-solving skills and regularly uses the skills to improve operations;  
Performs complex operations which is ancillary to their main task/s;  
May assume operational/site responsibility for back shifts;  
Assists in on-the-job training to the level of employee's training and competence.

### (b) Warehouse and Distribution Stream

#### Grade 1

Is responsible for the quality of their own work (subject to instructions and directions);  
Works in a team environment and/or under routine supervision;  
Undertakes duties in a safe and responsible manner, within appropriate Health and Safety standards;  
Exercises discretion within their level of skill and training;  
Possesses good interpersonal and communication skills;  
Indicative of the tasks which an employee at this level may be required to perform include the following:

General labouring and cleaning duties.

Order assembling including picking stock.

Receiving, checking, dispatching and sorting products.

Satisfying internal and external customer needs.

Operating a keyboard to carry out stores work.

Documenting and recording goods, materials and components.

Basic inventory control.

Using hand trolleys and pallet trucks.

#### Grade 2

An employee who, in addition to performing duties under Grade 1:

Has performed 12 months' service as a Storeperson Grade 1 and has satisfactorily acquired the skills relevant to the enterprise at this level;

May be required to use, for training purposes, materials-handling equipment which requires licensing;

Assists in on-the-job training to the employee's training and competence.

#### Grade 3

An employee who, in addition to performing the duties of Grade 1 and 2:

Is able to work from complex instructions and procedures;

Is able to co-ordinate work in a team environment under general supervision;

Is responsible for assuring the quality of their own work;

Is licensed and/or certified to operate materials handling equipment, e.g. forklift, mobile crane, carousel, etc;

May be required to perform the following tasks/duties:

Inventory and stores control.

VDU operation using intermediate keyboard skills to carry out store work.

Use of other electronic equipment, e.g. scanners, to carry out stores work.

Routine maintenance of stores equipment and machinery.

#### Grade 4

An employee who, in addition to performing duties of Grades 1, 2, and 3:

Understands and is responsible for their own quality control;

Possesses a sound level of interpersonal and communications skills;

Possesses a sound working knowledge of all stores duties performed at levels below this grade, exercises discretion with scope of this grade and has a good knowledge of the employer's product;

Is accredited by the employer as competent in understanding of regulations relating to handling and storage of dangerous goods;

May perform work requiring minimal supervision, either individually or in a team;

May be responsible for quality control of the work of others within the team.

#### Grade 5

An employee who, in addition to performing duties of Grades 1, 2, 3 and 4:

Has achieved a level of knowledge and skills equivalent to non-trade certificate level;

Utilises a highly developed level of interpersonal and communications skills;

Is accountable for performing the following tasks, or a combination thereof:

Performing multi warehouse and distribution activities.

Assisting in the preparation of written procedures for review and approval by management.

#### Grade 6

An employee who, in addition to performing duties of Grades 1, 2, 3, 4 and 5:

Is able to prioritise the order of work to be performed by him/herself and other team members;

Displays advanced problem-solving skills and applies same to daily operations;

When required, will assume responsibility for warehousing and distribution operations in the absence of management;

Prepares written procedures for review and approval by management;

Assists in on-the-job training to the level of the employee's grading.

### (c) QC Laboratory Stream

#### Grade 1 Analyst

Is responsible for the quality of their own work (subject to instruction and direction);

Works in a team environment and/or under routine supervision;

Possesses good interpersonal and communications skills;

Carries out routine testing of raw materials, in-process materials, finished products in accordance with documented analytical methods as directed;

Maintains clear and methodical records of tests conducted and all relevant results;

Has a broad understanding of Company policy and procedures;

May be tertiary-qualified in Chemistry to certificate level;

Maintains glassware, reagent stock not requiring standardisation and other utensils supplied to the laboratory and cleanliness of the laboratory;

Has the ability to progress to higher grades.

#### Grade 2 Analyst

An employee who, in addition to performing the duties of Grade 1;

Is responsible for the quality of their own work and prioritises own day-to-day work within a team environment;

Possesses sound interpersonal and communication skills;

Has a sound knowledge of Company procedures and policies;

Recommends batch adjustments where appropriate, based on test results and relevant calculations;

Undertakes complex analyses duties as required;

Performs calibration on equipment, reagent preparation and standardisation etc and is responsible for maintaining records;

Is tertiary-qualified in Chemistry to certificate or equivalent level.

#### Grade 3 Analyst

An employee who, in addition to performing the duties of Grades 1 and 2:

Utilises a highly developed level of interpersonal and communication skills;

Has a comprehensive knowledge of the relevant manufacturing processes and procedures;

Applies complex analyses and trouble shoots technical problems as required;

May authorise Certificate of Analysis;

Assists in on-the-job training to the level of the employee's training and competence.

#### Grade 4 Analyst

An employee who, in addition to performing the duties of Grade 1, 2 and 3:

Is able to exercise discretion with respect to tasks;

Displays advanced problem-solving skills and regularly uses the skills to improve the laboratory operations;

May perform complex operations which are ancillary to their main tasks;

Prepares written procedures for review and approval by management;

Assists in on-the-job training to the level of the employee's training and competence.

The classification structure is based on the Parent Award where:

Grade 1 equates to C9

Grade 2 equates to C6

Grade 3 equates to C4

Grade 4 equates to C4 thereafter.

(d) Maintenance Stream

The parties agree to follow the arrangements currently in force.

(e) Employees will have the opportunity to progress through the grading structure within their own classification stream. This progression and the total number of employees in each grade will be dependent on the needs of the business and the potential of each employee to learn and apply new skills.

(f) The performance of each employee will be appraised by the team Co-ordinator/Manager and the employee's direct supervisor. This appraisal will be used as basis for:

Recommending a change of classification.

Training needs.

Counselling.

If an employee disagrees with the appraisal, the matter will be referred to a committee consisting of two employee representatives and two Company representatives. Any further disagreements will be handled as per clause 46,

### 11. Shift Allowance

(i)

Early morning shifts	12 ½ per cent additional
Afternoon shifts	17 ½ per cent additional
Night shifts	20 per cent additional

(ii) 48 hours' notice shall be given by the employer of any change in shift rosters. Failing this, the employee affected shall receive payment at the rate of time and one half until the 48-hour period is completed.

(iii) Where a rotating three-shift roster is operating, or is introduced, an additional payment of 15 per cent for each shift worked shall be paid in lieu of the provisions of subclause (i) above.

(iv) An employee who:

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

(b) remains on night shift for longer than four consecutive weeks; or

(c) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him/her at least one-third of his/her time off night shift in each shift cycle,

shall during such engagement or cycle be paid 30 per cent more than his/her ordinary rate for the time worked during ordinary working hours on such night shift.

This subclause is only applicable and paid to employees under subclauses (b) Warehouse and Distribution Stream and (d) Maintenance Stream of clause 10, Classification Structure.

### 12. Hours

(a) Day Workers

The ordinary working hours of day workers will average 38 hours per week, to be worked eight hours per day, Monday to Friday inclusive, between the hours of 6.00 am and 6.00 pm.

(b) Shift Workers

(i) The hours of shift workers shall not exceed:

- (1) 8 hours during any consecutive 24 hours; or
- (2) 38 hours per week; or
- (3) 76 hours in 14 consecutive days; or
- (4) 114 hours in 21 consecutive days; or
- (5) 152 hours in 28 consecutive days.

(ii) 20 minutes of each shift, which shall be counted as time worked, shall be allowed to shift workers for crib.

(iii) Shift workers shall remain at their work stations until relieved by the oncoming shift and handover procedure is complete and then bundy off in work attire. If the oncoming shift is late, employees must notify their supervisor that relief has not arrived and any overrun of the shift workers' hours shall be paid at overtime rates.

(c) For day workers a 10-minute tea break shall be allowed in both the morning and afternoon, and for shift workers a similar provision shall apply in both the first and second half of the shift. In the event of more than four hours' overtime being worked, a further 30 minutes break will be allowed to be paid at overtime rates.

(d) All employees shall be allow 10 minutes washing time prior to the ordinary ceasing time.

### 13. Rostered Day Off

(a) Rostering

(i) An employee shall be advised by the employer at least four weeks in advance of the day he/she is to be rostered off duty.

(ii) The employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to be rostered off for another day in the case of breakdown machinery or to meet the requirements of the business.

(iii) An individual employee, with the agreement of his/her employer may, providing good reason exists, substitute the day he/she is rostered off for another day.

(b) Rostered day off falling on a public holiday

In the event of an employee's rostered day off falling on a public holiday, the employee and the Company shall arrange an alternate day off duty as a substitute as soon as possible.

(c) Work on rostered day off duty

Subject to the provisions of paragraphs (a)(ii) and (a)(iii) above, any employees required to work on their rostered day off shall be paid the appropriate rate provided in clause 14, Overtime, of this Agreement.

(d) Flexible rostered days off

To meet the needs of operations and customer demands, rostered days off may be a combination of staggering (where employees in a section/s take RDO's on different days) or fixed (where employees in

a section/s take a RDO at one time). By arrangement between the Company and employees, rostered days off may be accrued to a maximum of 10 days.

#### 14. Overtime

(a) Day Workers

All time worked before the usual commencing time or after the usual ceasing time each day, or in excess of 38 hours per week, shall be overtime and shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

(b) Shift Workers

All time worked:

- (i) in excess of or outside the ordinary working hours; or
- (ii) on more than 11 shifts in 12 consecutive days; or
- (iii) on a rostered shift off,

shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that the overtime worked on Saturday by shift workers whose last ordinary shift finished on the Saturday upon which the overtime is worked shall be paid double time; and provided further that the time worked in excess of eight hours on Saturdays and/or Sundays shall be paid at the rate of double time.

This subclause shall not apply when the time worked is:

- (1) by arrangement between the employees themselves; or
- (2) for the purposes of effecting the customary rotation of shift.

(c) An employee recalled to work after leaving his/her employer's premises shall be paid for four hours at least, at the appropriate rate.

Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause (e) of this clause when the actual time worked is less than three hours on such recall or on each recalls.

(d) An employee working overtime but finishing work when the usual means of transport are not available shall be entitled to any additional outlay incurred in reaching home by reasonable means of transport.

(e) Where overtime is necessary, it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days. An employee (other than a casual employee) who works overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day such that he has not had at least 10 consecutive hours off duty between these times, shall, subject to this subclause, be released after completion of such overtime until he has had 10 consecutive hours off duty without loss of pay, for ordinary working time occurring during such absence.

If, on the instruction of the employer, such employee resumes or continues work without having had the 10 consecutive hours off duty, he shall be paid at double rates until he is released from duty for that period, or he shall be entitled to be absent until he has had 10 consecutive hours off duty without loss of pay, for ordinary working time occurring during such absence.

(f) Overtime shall be paid for at the end of each week and each day shall stand alone.

### **15. Meal Hours**

- (a) Employees, other than shift workers, shall be allowed a meal break of not less than 30 minutes nor more than one hour, Monday to Friday, inclusive.
- (b) An employee called upon to work during his regular meal break, shall be paid at overtime rates for all time worked until such break for a meal is granted.
- (c) Employees shall be supplied at meal times with boiling water or with Facilities for boiling water.
- (d) No employee shall work longer than five hours without a break for a meal.

### **16. Meal Allowances**

An employee required to work overtime for more than one hour shall be provided (free of cost) with a suitable meal or paid a sum (see wage schedule) in lieu of such meal and, if he/she works a further four hours, the employee shall be supplied with a second meal by the employer, or paid a further sum (see wage schedule) for the second meal.

### **17. Public Holidays**

- (a) The following shall be recognised holidays and except when they fall on a non-working day shall be allowed to all weekly employees on full pay:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Eight Hour Day, Christmas Day, Boxing Day, and an additional public holiday - which shall be held on the first Monday in August each year, and all gazetted public holidays observed through the State.

By agreement between any employer and the majority of his/her employees in a section, another day may be substituted for the additional holiday prescribed by this subclause.

- (b) The provisions for payment do not apply to shift workers whose rostered shift off falls on a holiday.
- (c) Any employee who is absent without leave or reasonable excuse on the working day succeeding or preceding a holiday shall not be entitled to payment for such holiday.

### **18. Saturday Pay**

- (a) All employees required to work on any Saturday shall receive a minimum of four hours' pay.
- (b) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. In addition, the shift premiums as prescribed by subclause 11(i) of this Agreement shall be paid on ordinary shifts between midnight on Friday and midnight on Saturday.

### **19. Sunday Pay**

- (a) Day workers and shift workers shall be paid at the rate of double time for work done on Sundays.
- (b) All employees required to work on any Sunday shall receive a minimum of four hours pay.
- (c) In addition, the shift premiums as prescribed by subclause (i) of clause 11, Shift Allowance, shall be paid on ordinary shifts worked on a Sunday.

### **20. Payment for Public Holidays**

- (a) Day workers and shift workers shall be paid at the rate of double time and a half for work done on public holidays, except for Good Friday and Christmas Day when the rate shall be treble time.

- (b) All employees required to work on any public holiday shall receive a minimum of four hours' pay.
- (c) In addition, the shift premiums as prescribed by subclause (i) of clause 11, Shift Allowance, shall be paid on ordinary shifts worked on a public holiday.
- (d) Public holidays such as Australia Day and Anzac Day when they fall on mid-week days (Tuesday, Wednesday, Thursday) can be very disruptive to production due to shutdown and startup procedures. By working through public holidays in key plants and the QC laboratory this disruption is avoided and additional production output achieved. The Company's objective will be to operate key plants with those cross-trained operators who are available to work. Agreement conditions will apply to days or shifts worked on public holidays. The working of either public holidays is optional.
- (e) When a night shift worker is granted a substitute shift off preceding or following a public holiday then the ordinary hours worked on the public holiday will be paid at ordinary rates.

The operation of this provision shall mean that a shift worker working a shift cycle that contains a public holiday will receive the same remuneration as they would have received if they had worked the same shift roster which did not contain a public holiday.

## **21. Sick Leave**

- (a) An employee who is absent from work by reason of personal illness or personal injury shall be entitled to paid leave of absence subject to the following conditions and limitations:
  - (i) The employee, where practicable, shall notify an absence to his/her supervisor before the start of the shift from which he/she will be absent and advise the nature of the injury or illness and estimated duration of absence.
  - (ii) The employee shall be entitled in any year of service to sick leave of 10 days' ordinary working time, i.e. the equivalent to 76 hours' ordinary working time at the 38-hour rate.
  - (iii) After an employee has taken a day's sick leave during a year, any further absence on sick leave in that year will only be paid where the employee provides a medical certificate or other proof satisfactory to the employer.
  - (iv) An employee in his/her first year of service shall accrue one day's sick leave after each month's continuous service up to a maximum of 10 days.
- (b) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has not been allowed by an employer to an employee as paid sick leave may be claimed, subject to the conditions prescribed by this clause, by an employee in a subsequent year of continued employment.
- (c) Service with the Company or its predecessor before the date of coming into force of this Agreement shall be counted as service for the purpose of qualifying thereunder.
- (d) All sick leave entitlements accumulated in excess of 15 days may be payable to the employee on an annual basis upon request. Furthermore, the balance of accrued sick leave entitlements will be paid to the employee on retirement or resignation after three years' service.
- (e) All untaken accumulated sick leave credits are to be paid into an employee's estate upon death providing that the employee has at least three years' service.
- (f) Unused sick leave for which payment in lieu is made pursuant to subclause (d) hereof shall not be available to any employee for subsequent illness or personal injury.
- (g) Employees shall not be eligible for sick leave on rostered days off as such absences are outside their ordinary hours of duty.

## 22. Bereavement Leave

- (a) An employee shall, on the death within Australia, of a wife, husband, father, mother, brother, sister, parent-in-law, child, grandchild, grandfather, grandmother or stepchild, de facto, including same sex de facto, be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work where a brother, sister, parent-in-law, grandchild, grandfather or grandmother dies and for a period not exceeding the number of hours worked by the employee in three ordinary days' work where a husband, wife, father, mother, de facto, child or stepchild dies.

Such notice shall be given by the employee to the Company prior to the commencement of bereavement leave and proof of such death shall be furnished by the employee to the satisfaction of the Company, provided, however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

- (b) For the purpose of this clause, the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de facto wife or husband.
- (c) An employee shall be entitled to paid leave as set out in subclause (a) of this clause where one of the relatives specified in subclause (a) of this clause dies outside Australia and the employee travels overseas to attend the funeral.

## 23. Annual Leave

Employees shall be entitled to four weeks' leave per year, the annual leave entitlement being due one year, less the period of leave, after the annual leave entitlement became due.

Payment for leave so prescribed shall be at ordinary rates (including permanent shift allowance) plus 20 per cent.

- (a) Annual leave under this clause shall be given and taken within a period not exceeding six months from the date upon which the right to such leave occurred; 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 employer 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 expiration of the 12 months in respect of which such annual leave has been taken.
- (b) Any employee whose employment is terminated by the employer through no fault of his own and any employee who leaves 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.
- (c) The annual leave provided for by this clause shall be given and shall be taken and payment shall not be made or accepted in lieu of annual leave.
- (d) Service with an employer before the date of coming into force of this Agreement shall count as service for the purpose of the current qualifying 12-monthly period under this clause.
- (e) The annual leave loading shall be paid on proportionate leave termination.
- (f) Where the plant or part thereof is closed down for maintenance purposes, or over the Christmas period, affected employees may be required to take annual leave. The employer shall give as much notice of such close-downs as possible. Employees who are not entitled to a full annual leave credit may be paid leave on a proportionate basis or be stood down for the duration of the shut down. Such a stand-down shall be counted as service for all purposes of the Agreement.

## **24. Long Service Leave**

See *Long Service Leave Act 1955* (NSW)

## **25. Casuals and Contractors**

The Company will require on occasions to engage the services of casual and/or contract employees. When this directly affects work covered by the Agreement, the Company will consult with those employees and delegates concerned. As part of this consultation, the Company will consider the capacity and capabilities of the existing permanent employees to absorb the work in question, in order to reduce the use of casuals.

## **26. Union Officials and Delegates Rights**

The existing relationship between the Company, the respective Union officials along with the appointed Union delegates shall remain unaffected.

Authorised Union representatives are entitled to enter at all reasonable times upon the premises (as agreed in advance with the company) to conduct its official affairs, inclusive of having meetings with its members and delegates, but not so as to interfere unreasonably with the employer's business.

Union delegates shall be allowed the necessary time during working hours to conduct legitimate Union business.

## **27. Protective Clothing**

- (a) Where necessary, for the performance of their duties, employees shall be provided with suitable rubber boots, suitable waterproof clothing, clogs, goggles, masks, gloves, aprons or other suitable substitutes.
- (b) Any employee issued with protective clothing in accordance with subclause (a) of this clause shall wear such clothing whilst engaged on work for which it was deemed necessary for protective clothing to be issued.
- (c) All employees shall be provided with three sets of work clothes by the employer, to be replaced when worn out or unfit for use. Casual and temporary employees shall be provided with necessary protective clothing with any dispute being determined by the site safety committee.
- (d) Clothing and equipment shall remain the property of the employer who shall launder the clothing regularly or as required.

## **28. Mixed Functions**

- (a) An employee who is required to do work carrying a higher rate than his/her ordinary classification during a day or shift shall be paid at the higher rate for the whole of the day or shift.
- (b) Provided that, where an employee performs forklift work, he/she shall only be paid at the higher rate for the whole of the day or shift where that work is carried out for more than two hours during the day or shift.
- (c) An employee who is required temporarily to perform work for which a lower rate is paid shall not suffer any reduction in wages whilst so employed; provided that any work of less than one month's duration shall be deemed to be temporary.

## **29. Contract of Employment**

- (a) All new employees shall be employed on a probationary period for the first three months of employment.
- (b) Employment shall be by the week and may be terminated by a week's notice on either side or by the payment or forfeiture of one week's wages in lieu of notice, as the case may be.

- (c) An employer shall not be required to pay for any time an employee cannot be usefully employed because of any strike, or through any breakdown in machinery or any stoppage of work through any cause for which the employer cannot be reasonably held responsible.
- (d) An employer may dismiss any employee without notice for any proven case of misconduct and, in such cases, wages shall be paid up to the time of dismissal only.
- (e) A casual employee shall receive a minimum of four hours' wages subject to subclause (c) of this clause. Casual employment may be terminated by four hours' notice on either side or by the payment or forfeiture of four hours' wages in lieu of notice, as the case may be.
- (f) Abandonment of Employment
  - (i) The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned his/her employment. Provided that reasonable attempts shall be made by the employer to contact the employee. Provided further that, if within a period of 14 days from his/her last attendance at work or the date of his/her last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of his/her employer that he/she was absent for reasonable cause, he/she shall be deemed to have abandoned his/her employment.
  - (ii) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

### **30. Payment of Wages**

- (a) All wages and overtime shall be paid not later than Thursday in each week.
- (b) The pay period shall close not more than two working days prior to the recognised payday.
- (c) All employees will have their weekly pay paid directly into a bank or building society account of their choice. On request employees' wages may be split into two components (amounts) with one component deposited in a first account and the other component deposited into a second account.

### **31. Boiler Certificate**

Any employee holding a boiler certificate who participates in the limited attendance of the boiler roster will be paid an additional amount per week (see wage schedule). This allowance is all purpose for this Agreement.

### **32. First Aid Allowance and Ambulance Payments**

- (a) A first aid ambulance chest, fully equipped and maintained, shall be placed in a position available to all departments at any time when work is being carried on see NSW Occupational Health and Safety Regulation 2001.
- (b) Any employee holding a recognised first aid certificate, and appointed by the employer to carry out the duties of a first aid attendant, shall be paid an additional amount per week (see wage schedule). This allowance is a flat allowance.
- (c) If an employee does not have personal ambulance coverage, then the Company will pay an ambulance account if an ambulance is required and called to aid in medical emergency situation at work.

### **33. Forklift Allowance**

Any employee holding a forklift driver's certificate, shall be paid an additional amount per week (see wage schedule). This allowance is a flat allowance.

The forklift allowance specified is not applicable to the Warehouse and Distribution Stream described in subclause 10(b) as it is included in the all-purpose rate.

#### **34. Fire Team Allowance**

Any employee adequately trained and appointed to the Fire Team by the employer shall be paid an additional amount per week (see wage schedule). This allowance is a flat allowance.

#### **35. Fire Team Leaders Allowance**

An employee appointed by the employer to be responsible for fire protection and the fire team training and response shall be paid an additional amount per week (see wage schedule). This allowance is a flat allowance.

#### **36. QC Operator and Enzyme Co-ordinator Allowance**

An employee adequately trained and appointed by the employer to perform duties as the QC Operator in the Packaging Plant, or the Enzyme Co-ordinator in the Napisan Plant shall be paid an additional amount per week (see wage schedule). This allowance is all purpose for this Agreement.

#### **37. Motor Vehicle Allowance**

Where an employee, in the course of their duty, is required to go to a place away from their usual place of employment and they are required to use their own motor vehicle, they will be paid an amount (see wage schedule) per kilometre travelled.

#### **38. Service Allowance**

The following service allowance shall be paid for all purposes of the Agreement excluding the payment of shift allowances:

	Per week
After 3 months' service an additional	See wage schedule
After 1 year's service an additional	See wage schedule
After 2 years' service an additional	See wage schedule
After 3 years' service an additional	See wage schedule
After 4 years' service an additional	See wage schedule
After 5 years' service an additional	See wage schedule
The maximum after 5 years being	See wage schedule

The service allowance specified is not applicable or paid to the QC Laboratory Stream described in subclause 10(c) of this Agreement.

#### **39. Accident Pay**

Refer to *Workplace Injury Management and Workers Compensation Act 1998* (NSW).

#### **40. Mechanisation**

Where, on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which he is engaged, the employer terminates the employment of an employee who has been employed by him for the preceding 12 months, he 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) He shall pay the employee at the ordinary rate of pay applicable under this Agreement for a period equal to the difference between three months and period of the notice given.
- (b) The period of notice required by this clause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act 1955* (NSW), the *Annual Holidays Act 1944* (NSW), or

any Act amending or replacing either of those Acts; and provided further that the right of the employer summarily to 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 his employment.

#### **41. Jury Service**

An employee shall be allowed leave of absence during any period when required to attend for jury service.

During such leave of absence, an employee shall be paid the difference between the jury service fee received and the employee's agreement rate of pay as if working.

An employee shall be required to produce to the Company proof of jury service fees received and proof of the requirement to attend and attendance on jury service and shall give the Company notice of such requirement as soon as practicable after receiving notification to attend for jury service.

This clause shall apply equally to shift workers who shall be, subject to the other provisions of this clause, entitled to be absent from one rostered shift in place of the day spent fulfilling jury service obligations.

#### **42. Blood Donors**

Subject to satisfactory proof being provided, an employee donating blood shall be allowed, in each six months, a period during normal working time of four hours without loss of pay for the purpose of making a blood donation. Furthermore, the time spent in travelling to make the donation shall be paid as though it was time worked.

#### **43. Trade Union Training**

The accredited Union representative shall be entitled to five days' paid leave annually for the purposes of attending Company approved Trade Union training activities.

#### **44. Employee Entitlements**

The parties to this Agreement agree to further discussions on employee entitlements during the life of this Agreement, to genuinely examine other avenues regarding the securing of employee entitlements.

#### **45. Disciplinary Procedures**

Procedure for reprimanding, counselling and termination of employment

- (a) The parties agree to the following procedures:
- (i) Where a misdemeanour occurs, it shall be appropriate that the employee be counselled by his/her supervisor.
  - (ii) If after counselling the problem continues, the employee should be counselled and provided with a written warning detailing the event or behaviour which needs to be improved or changed. This warning should be given in the presence of a Union representative or other employee representative. A copy of this warning shall be placed in the employee's employment history file.
  - (iii) If after this warning to the employee no improvement occurs within a period of four months, then the employee shall be provided with a written final warning again in the presence of a Union delegate or an employee representative.
  - (iv) After receiving this warning, if the employee repeats the event or behaviour within a period of six months, then the employee can be terminated.

- (v) If during the above six months period the employee does not repeat the event or behaviour which produced the need for the final warning, the final warning advice becomes null and void and cannot be considered grounds for termination.
- (vi) The above mentioned shall not be adopted in cases warranting summary dismissal. In the case of an employee in his/her first three months employment, the first warning shall be the final warning.
- (vii) Where, because of the serious nature of a misdemeanour, the Company believes that a final warning should be given, this should be done in consultation with delegates.

Procedure for counselling on abuse of sick leave

- (b) Where an employee has been, in the opinion of the Company, abusing sick leave, he/she shall be counselled by the Company in the presence of the Union delegates. If there is no improvement as a result, the employee may be required to provide a medical certificate for all subsequent absences.

#### **46. Grievance and Dispute Procedures**

A procedure for the avoidance of industrial disputes shall apply at this site.

The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.

It is acknowledged that in some companies or sectors of the industry, disputes avoidance/settlement procedures are either now in place or in the process of being negotiated and it may be the desire of the immediate parties concerned to pursue those mutually agreed procedures. In other cases, the following principles shall apply:

- (i) Depending on the issues involved, the size and function of the plant or enterprise and the Union membership of the employees concerned, a procedure involving up to four stages of discussion shall apply. These are:
  - (a) Discussions between the employees concerned and at his/her request the appropriate Union shop steward/delegates, and the immediate supervisors;
  - (b) Discussions involving the employees, shop steward/s and more senior management;
  - (c) Discussions involving representatives from the State branch of the Union/s concerned and the employer organisation branch representatives;
  - (d) Discussions involving senior Union officials and the employer organisation;
  - (e) There shall be an opportunity for any party to raise the issue to a higher stage.
- (ii) There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (iii) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- (iv) Sensible time limits shall be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages of the discussions to be finalised.
- (v) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute.

- (vi) 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 while the procedures of negotiation and conciliation are being followed.

#### **47. Continuous Improvement**

The parties to this Agreement recognise continuous improvement in all areas is essential for APS and its employees to meet the competitive challenges of the future.

As a team we must establish and operate highly efficient, value adding manufacturing and distribution processes to satisfy the needs of our customers, the Company and its employees.

In addition to their main job function, employees shall undertake a wider range of duties, including work which is incidental or peripheral to their classification structure. These duties will be within their skills, competence, and training and will be safe, legal and logical leading to increases in productivity, customer service and reduced costs.

To provide assistance with the understanding of this clause, the parties agree to refer to Appendix F - A Simple Explanation of Flexibility.

(a) **Cross-training of Employees to Improve Skills and Flexibility**

Each section will assist in training other sections in specific skills required to perform their duties.

(b) **Maintenance Improvement Program to Maximise Plant Efficiency**

Employees on site are to perform basic maintenance as determined. Maintenance trades people are to assist in training the groups in the skills required.

The basic maintenance determined across the site includes:

Production and warehouse employees assisting maintenance employees tightening valve/agitator glands and flanges;

Lubrication of gearboxes and drives;

Hose clips, tightening and replacement;

Broken valve handles, replacement- cleaning of equipment for maintenance.

Further specific items will be identified through the continuing improvement program.

(c) **Efficient QC Testing and In-process Testing by Production**

Employees will perform in process testing. QC laboratory staff will assist in determining what in process testing can be carried out. The area of focus will include:

PH;

sieve tests;

acid values;

soap tests;

viscosity;

colour.

QC staff will also assist in training production employees, in the methods required. All testing will comply with the requirements of ISO 9002.

QC laboratory, production and warehouse employees will review practice to determine where improvements are practical, and if practicable will implement improvements.

(d) Efficient Site Warehouse and Distribution Systems

Employees who have the skills and knowledge can utilise material handling equipment and techniques across the site, including:

Loading and unloading vehicles/trucks for dispatch and delivery, including those involving traditional warehousing;

Transporting any material/s throughout the site;

Locating, placing and recording material/ into the designated location/s, including production plants and warehouses.

Production and warehouse teams will assist in training each other in the skills required to perform the material handling duties safely and efficiently.

Cross-functional teams will review practices to determine where improvements are practical and if practical will implement improvements.

(e) Energy Conservation and Waste Minimisation

All employees are committed to energy conservation and waste minimisation in the operations of the site. This commitment involves continuing reviews of areas of improvement, developing further programs and following energy conservation and waste minimisation procedures.

(i) Power Conservation

General power conservation procedures across the site are:

Turn off unwanted external lighting, lights in tank farm and drum storage;

Areas only need to be switched on when actually working in the area;

Make sure external lighting is turned off once daylight comes;

Only switch on large HP(kw) motors when they are actually required for production, e.g. chilled belt refrigeration plant-kettle agitators, vacuum pumps and air compressors;

Turn off room air conditioning units in offices and laboratories at night; and over weekends when these areas are unoccupied;

Other items as identified.

(ii) Waste Minimisation - General Waste Minimisation Procedures across the Site

Collect and recycle sample drainage and samples to the batches;

Collect and recycle hose drainage;

Scrape up solidified materials and absorb liquid spills and place in drums appropriately labelled;

Do not leave water hoses running when not in use;

Collect and recycle paper, cardboard, metal, etc.

(f) Team Objectives

Team/workgroup objectives (goals) will be determined and measures of performance will be put in place by the teams. Where problems occur, teams will be able to recognise them and assist in the process of resolving problems and continually improving performance.

Some of the key measures of performance for teams are likely to be:

Safety;

Production vs Plan;

Plant reliability;

In-full/on time delivery performance;

Stock accuracy (quantity and location);

Quality;

Costs;

Projects completed in full, on time, within budget;

Teams with documented objectives;

Customer complaint.

(g) Operations Team Projects

Ensure all incidents, including first aid, medical treatment injuries, lost time injuries and near miss incidents are investigated, documented and the root cause/s are established and eliminated to prevent recurrence.

Project team: Demand Chain.

Project owners: Prod, Labs, WH, R&M, Planning, Env, Eng.

Identify critical plant and equipment spares to ensure availability to minimise plant downtime.

Project team: R&M, Prod, Eng.

Project owner: R&M.

Develop, document and implement a preventative maintenance program to improve plant reliability.

Project team: R&M, Prod, Eng.

Project owner: R&M.

Develop, document and implement a training program to ensure all QC analysts can perform the full range of analytical tests to service demand chain needs.

Project team: QC Lab, Plant Chemist, assisted by R&D.

Project owner: QC Lab

Develop and document detailed analytical knowledge base of formulas and methods of adjustments to achieve consistent and timely results.

Project team: QC Lab, Works Chemist, Prod assisted by R&D.

Project owner: QC Lab.

Review completed production (standard vs actual) and document reasons for discrepancies. Provide solutions to improve overall batch performance as measured by yield, hours, quality and manufacture to plan.

Project team: Prod, QC Lab, Plant Chemist, Eng, Planning assisted by R&D.  
Project owner: Prod.

Review and amend all batch sheets to ensure the BOM, standard manufacturing instructions, safety instructions and QC instructions reflect best practice.

Project team: Prod, QC Lab, Plant Chemist assisted by R&D.  
Project owner: Prod.

Review outside storage arrangements and develop methods and systems to effectively integrate into the Seven Hills site demand chain operations.

Project team: WH, Eng, Prod, and Planning.  
Project owner: WH.

Investigate, document and establish root causes to eliminate late closed picking slips and customer complaints.

Project team: WH, Prod, and Planning.  
Project owner: WH

(h) APS Performance Management System.

APS is committed to implementing its performance management system for all employees. The systems key features are:

Team and individual objectives;

Measures of performance;

Performance reviews;

Training and skill development;

Rewards and recognition.

Initially, the performance management system will be implemented in the managerial and staff areas and during 2003 the entire organisation will be ready to fully implement. Employees covered by the Agreement are committed to the implementation of the APS Performance Management System in the next enterprise agreement.

(i) Consultative Process.

The parties to this Agreement agree for the need for consultation. This can be best realised by the involvement of management and elected employee representatives working in co-operation. To this end a consultative committee will be established consisting of employees and management representatives to aid in the effective implementation of clause 47, Continuous Improvement.

#### 48. Signatures

Signed for and on behalf of Asia Pacific Specialty Chemicals Limited	Date: 21/1/04
In the presence of:	Date: 21/1/04
Signed for and on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers' Union	Date: 9/12/03
In the presence of:	Date: 9/12/03
Signed for and on behalf of the National Union of Workers	Date: 22/12/03
In the presence of:	Date: 22/12/03
Signed for and on behalf of the Australian Manufacturing Workers' Union	Date: 17/11/03
In the presence of:	Date: 17/11/03
Signed for and on behalf of the Electrical Trades Union (NSW) of Australia	Date: 27/11/03
In the presence of:	Date: 27/11/03

### APPENDIX A

#### WAGE SCHEDULE 1

##### Operations Seven Hills Site EBA 2003

##### First Wage Increase (4%)

##### Effective the first full pay period after 19/06/03

(a) Production Stream

Classification	Current Wage \$	Increase 4% \$	New Wage 38 hrs \$
Grade 1 - PO	555.33	22.21	577.54
Grade 2 - PO	586.78	23.47	610.25
Grade 3 - PO	595.48	23.82	619.30
Grade 4 - PO	622.38	24.90	647.28
Grade 5 - PO	661.05	26.44	687.49
Grade 6 - PO	703.54	28.14	731.68
Lead Hand (AP)	42.60	1.70	44.30
Meal All (per meal)	8.30	0.33	8.63
Boiler All (AP)	10.72	0.43	11.15
First Aid (flat)	13.31	0.53	13.84
Forklift (flat)	10.24	0.41	10.65
Fire Team (flat)	13.31	0.53	13.84
Fire Team Lead (flat)	22.70	0.91	23.61
QC Op & Enz Co (AP)	23.66	0.95	24.61
Motor Vehicle/km	0.52	N/A	0.52

Service Increments			
After 3 mths	4.72	0.19	4.91
After 1 yr	4.72	0.19	4.91
After 2 yrs	4.72	0.19	4.91
After 3 yrs	4.72	0.19	4.91
After 4 yrs	4.72	0.19	4.91
After 5 yrs	4.72	0.19	4.91
Max after 5 yrs	28.32	1.13	29.45

N/A = Not Applicable

(b) Warehouse and Distribution Stream

Classification	Current Wage \$	Increase 4% \$	New Wage 38 hrs \$
Grade 1 - SW	555.33	22.21	577.54
Grade 2 - SW	588.27	23.53	611.80
Grade 3 - SW *	608.64	24.35	632.99
Grade 4 - SW *	626.78	25.07	651.85
Grade 5 - SW *	643.86	25.75	669.61
Grade 6 - SW *	683.54	27.34	710.88
* Includes Forklift	N/A	N/A	N/A
Allowance			
Lead Hand (AP)	40.74	1.63	42.37
Meal All (per meal)	8.30	0.33	8.63
Boiler All (AP)	N/A	N/A	N/A
First Aid (flat)	13.31	0.53	13.84
Forklift (flat)	N/A	N/A	N/A
Fire Team (flat)	13.31	0.53	13.84
Fire Team Lead (flat)	22.70	0.91	23.61
QC Op & Enz Co (AP)	N/A	N/A	N/A
Motor Vehicle/km	0.52	N/A	0.52
Service Increments			
After 3 mths	4.72	0.19	4.91
After 1 yr	4.72	0.19	4.91
After 2 yrs	4.72	0.19	4.91
After 3 yrs	4.72	0.19	4.91
After 4 yrs	4.72	0.19	4.91
After 5 yrs	4.72	0.19	4.91
Max after 5 yrs	28.32	1.13	29.45

N/A = Not Applicable

(c) QC Laboratory Stream

Classification	Current Wage \$	Increase 4% \$	New Wage 38 hrs \$
Grade 1 - Analyst	651.34	26.05	677.39
Grade 2 - Analyst	785.12	31.40	816.52
Grade 3 - Analyst	847.92	33.92	881.84
Grade 4 - Analyst	890.20	35.61	925.81
Lead Hand (AP)	N/A	N/A	N/A
Meal All (per meal)	8.30	0.33	8.63
Boiler All (AP)	N/A	N/A	N/A
First Aid (flat)	13.31	0.53	13.84
Forklift (flat)	N/A	N/A	N/A
Fire Team (flat)	13.31	0.53	13.84

Fire Team Lead (flat)	N/A	N/A	N/A
QC Op & Enz Co (AP)	N/A	N/A	N/A
Motor Vehicle/km	0.52	N/A	0.52
Service Increments	N/A	N/A	N/A

N/A = Not Applicable

(d) Maintenance Stream

Classification	Current Wage \$	Increase 4% \$	New Wage 38 hrs \$
G1(A) - Maintenance Assistant (C11)	642.85	25.71	668.56
G1(B) - Store Officer (C11)	654.68	26.19	680.87
G2 - Entry Trade Person (C10)	731.54	29.26	760.80
G3 - Exper Trade-Person (C10)	746.40	29.86	776.26
G4- Trade-Person Spec Class (C9)	775.89	31.04	806.93
G5 - Electrician Spec Class (10)	832.91	33.32	866.23
Lead Hand (AP)	50.60	2.02	52.62
Meal All (per meal)	8.30	0.33	8.63
Boiler All (AP)	N/A	N/A	N/A
First Aid (flat)	13.31	0.53	13.84
Forklift (flat)	10.24	N/A	N/A
Fire Team (flat)	13.31	0.53	13.84
Fire Team Lead (flat)	N/A	N/A	N/A
QC Op & Enz Co (AP)	N/A	N/A	N/A
Motor Vehicle/km	0.52	N/A	0.52
Service Increments			
After 3 mths	4.72	0.19	4.91
After 1 yr	4.72	0.19	4.91
After 2 yrs	4.72	0.19	4.91
After 3 yrs	4.72	0.19	4.91
After 4 yrs	4.72	0.19	4.91
After 5 yrs	4.72	0.19	4.91
Max after 5 yrs	28.32	1.13	29.45

N/A = Not Applicable

## APPENDIX B

### WAGE SCHEDULE 2

#### Operations Seven Hills Site EBA 2003

#### Second Wage Increase (4%)

Effective the first full pay period after 19/06/04

(a) Production Stream

Classification	Current Wage \$	Increase 4% \$	New Wage 38 hrs \$
Grade 1 - PO	577.54	23.10	600.64
Grade 2 - PO	610.25	24.41	634.66
Grade 3 - PO	619.30	24.77	644.07
Grade 4 - PO	647.28	25.89	673.17
Grade 5 - PO	687.49	27.50	714.99
Grade 6 - PO	731.68	29.27	760.95

Lead Hand (AP)	44.30	1.77	46.08
Meal All (per meal)	8.63	0.35	8.98
Boiler All (AP)	11.15	0.45	11.59
First Aid (flat)	13.84	0.55	14.40
Forklift (flat)	10.65	0.43	11.08
Fire Team (flat)	13.84	0.55	14.40
Fire Team Lead (flat)	23.61	0.94	24.55
QC Op & Enz Co (AP)	24.61	0.98	25.59
Motor Vehicle/km	0.52	N/A	0.52
Service Increments			
After 3 mths	4.91	0.20	5.11
After 1 yr	4.91	0.20	5.11
After 2 yrs	4.91	0.20	5.11
After 3 yrs	4.91	0.20	5.11
After 4 yrs	4.91	0.20	5.11
After 5 yrs	4.91	0.20	5.11
Max after 5 yrs	29.45	1.18	30.63

N/A = Not Applicable

(b) Warehouse Stream

Classification	Current Wage \$	Increase 4% \$	New Wage 38 hrs \$
Grade 1 - SW	577.54	23.10	600.64
Grade 2 - SW	611.80	24.47	636.27
Grade 3 - SW *	632.99	25.32	658.31
Grade 4 - SW *	651.85	26.07	677.93
Grade 5 - SW *	669.61	26.78	696.40
Grade 6 - SW *	710.88	28.44	739.32
* Includes Forklift	N/A	N/A	N/A
Allowance			
Lead Hand (AP)	42.37	1.69	44.06
Meal All (per meal)	8.63	0.35	8.98
Boiler All (AP)	N/A	N/A	N/A
First Aid (flat)	13.84	0.55	14.40
Forklift (flat)	N/A	N/A	N/A
Fire Team (flat)	13.84	0.55	14.40
Fire Team Lead (flat)	23.61	0.94	24.55
QC Op & Enz Co (AP)	N/A	N/A	N/A
Motor Vehicle/km	0.52	N/A	0.52
Service Increments			
After 3 mths	4.91	0.20	5.11
After 1 yr	4.91	0.20	5.11
After 2 yrs	4.91	0.20	5.11
After 3 yrs	4.91	0.20	5.11
After 4 yrs	4.91	0.20	5.11
After 5 yrs	4.91	0.20	5.11
Max after 5 yrs	29.45	1.18	30.63

N/A = Not Applicable

## (c) QC Laboratory Stream

Classification	Current Wage \$	Increase 4% \$	New Wage 38 hrs \$
Grade 1 - Analyst	677.39	27.10	704.49
Grade 2 - Analyst	816.52	32.66	849.19
Grade 3 - Analyst	881.84	35.27	917.11
Grade 4 - Analyst	925.81	37.03	962.84
Lead Hand (AP)	N/A	N/A	N/A
Meal All (per meal)	8.63	0.35	8.98
Boiler All (AP)	N/A	N/A	N/A
First Aid (flat)	13.84	0.55	14.40
Forklift (flat)	N/A	N/A	N/A
Fire Team (flat)	13.84	0.55	14.40
Fire Team Lead (flat)	N/A	N/A	N/A
QC Op & Enz Co (AP)	N/A	N/A	N/A
Motor Vehicle/km	0.52	N/A	0.52
Service Increments	N/A	N/A	N/A

N/A = Not Applicable

## (d) Maintenance Stream

Classification	Current Wage \$	Increase 4% \$	New Wage 38 hrs \$
G1(A) - Maintenance Assistant (C11)	668.56	26.74	695.31
G1(B) - Store Officer (C11)	680.87	27.23	708.10
G 2 - Entry Trade Person (C10)	760.80	30.43	791.23
G3 - Exper Trade-Person (C10)	776.26	31.05	807.31
G 4 - Trade-Person Spec Class (C9)	806.93	32.28	839.20
G 5 - Electrician Spec class (10)	866.23	34.65	900.88
Lead Hand (AP)	52.62	2.10	54.73
Meal All (per meal)	8.63	0.35	8.98
Boiler All (AP)	N/A	N/A	N/A
First Aid (flat)	13.84	0.55	14.40
Forklift (flat)	N/A	N/A	N/A
Fire Team (flat)	13.84	0.55	14.40
Fire Team Lead (flat)	N/A	N/A	N/A
QC Op & Enz Co (AP)	N/A	N/A	N/A
Motor Vehicle/km	0.52	N/A	0.52
Service Increments			
After 3 mths	4.91	0.20	5.11
After 1 yr	4.91	0.20	5.11
After 2 yrs	4.91	0.20	5.11
After 3 yrs	4.91	0.20	5.11
After 4 yrs	4.91	0.20	5.11
After 5 yrs	4.91	0.20	5.11
Max after 5 yrs	29.45	1.18	30.63

N/A = Not Applicable

## **APPENDIX C**

### **REDUNDANCY**

#### 1. Notice of Redundancy

Where the Company has made a definite decision that a certain number of positions are to be made redundant and this is not due to ordinary and customary turnover of labour, then the Company undertakes to consult with the employees and their Union/s and provide the maximum possible period of notice.

Following this notification, the Company will allow reasonable time off to affected employees in order to attend interviews or job search if required.

#### 2. Method of Selection.

It is the aim of the Company and accepted by the Union/s that the Company's continued operations are of primary concern. It is clear that the Company must be viable to ensure continued employment opportunities. Any redundancies must be approached in this light. Where the Company has made a definite decision that it no longer wishes the job/s to be performed by anyone, then:

- (i) The Company will seek expression of interest from employee/s concerned as to a possible offer of voluntary redundancy.
- (ii) When or if redundancy situation occurs, the Company will approach all persons who have made expressions of interest and confirm this acceptance in writing. Upon request by the employee/s, service details shall be supplied.
- (iii) The Company reserves the right not to agree to all acceptances of voluntary redundancies in situations where the employee skill, flexibility and competency are needed for the ongoing business requirements.
- (iv) The Company will select employees from the voluntary redundancies first, as outlined in (i), (ii) and (iii) above; however, if insufficient numbers accept voluntary redundancy, the Company will then select employees to be made redundant according to skills, flexibility, competency and to meet the Company's requirements.

#### 3. Redundancy Payments

The Company at all times works to avoid redundancies; however, if changes in the business necessitate a reduction in the numbers or structure of positions in the Company, the following shall apply:

- (i) An employee who is made redundant receives four weeks' pay at ordinary time rate of pay (i.e. excluding shift penalties, overtime and allowances). This payment shall be in lieu of any notice.
- (ii) An employee who is made redundant receives four weeks' pay at ordinary time rate of pay for each completed year of service. A pro rata payment for incomplete year of service shall be paid as follows:

Up to six months	Nil
Over 6 months up to 9 months	2 weeks
Over 9 months up to 12 months	3 weeks

The maximum payment shall not exceed 64 weeks.

If any employee is forcibly retrenched with over 16 years of service, the Union/s will be consulted and leave is reserved for the Union/s to negotiate the maximum on the individual's behalf. If agreement is not reached, the parties will follow the dispute settlement procedure.

- (iii) Each employee who is made redundant shall receive payment of all untaken accumulated sick pay on the date of their termination.
- (iv) Each employee who is made redundant shall receive annual leave entitlements and pro rata annual leave loading.
- (v) Long service leave shall be paid according to the appropriate legislation.
- (vi) Superannuation payments will be made in accordance with the term of the trust deeds.

The above redundancy package will be available to employees who are made redundant and continue to work until the effective date of termination.

#### 4. Misconduct

Misconduct will negate redundancy entitlements.

## **APPENDIX D**

### **PERSONAL CARER'S LEAVE**

#### 1.1 Use of Sick Leave

1.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 1.1.3(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 21 of this Agreement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

1.1.2 The employer shall, if required, establish, either 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.

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

- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:
  - (a) a spouse 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 stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

1. 'relative' means a person related by blood, marriage of affinity;



- 1.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for 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.
- 1.6.4 This subclause is subject to the employer informing each Union which is both party to the Agreement 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.

## **APPENDIX E**

### **PARENTAL LEAVE**

Subject to the terms of this clause, employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(a) **Maternity Leave**

(1) **Nature of Leave**

Maternity leave is unpaid leave.

(2) **Definitions**

For the purposes of this subclause:

- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.
- (b) "Paternity leave" means leave of the type provided for in subclause (b), whether prescribed in an award or otherwise.
- (c) "Child" means a child of the employee under the age of one year.
- (d) "Spouse" includes a de facto or a former spouse.
- (e) "Continuous service" means service under an unbroken contract of employment and includes:
- (i) any period of leave taken in accordance with this clause;
  - (ii) any period of part-time employment worked in accordance with this clause; or
  - (iii) any period of leave or absence authorised by the employer or by the Agreement.

(3) **Eligibility for Maternity Leave**

An employee who becomes pregnant, upon production to her employer of the certificate required by paragraph (4) hereof, shall be entitled to a period of up to 52 weeks' maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

Subject to paragraphs (6) and (9) hereof, the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

The employee must have had at least 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

(4) Certification

At the time specified in paragraph (5) the employee must produce to her employer:

- (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement:
- (b) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

(5) Notice Requirements

- (a) An employee shall, not less than 10 weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subparagraph 4(a).
- (b) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in subparagraph 4(b).
- (c) An employer by not less than 14 days' notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- (d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subparagraph (b) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(6) Transfer to a Safe Job

Where, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs (10), (11), (12) and (13) hereof.

(7) Variation of Period of Maternity Leave

- (a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:
  - (i) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
  - (ii) the period may be further lengthened by agreement between the employer and the employee.
- (b) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(8) Cancellation of Maternity Leave

- (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(9) Special Maternity Leave and Sick Leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then:
  - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
  - (ii) for illness other than the normal consequences of confinement, she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph (3) hereof
- (c) For the purposes of paragraphs (10), (11) and (12) hereof, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

(10) Maternity Leave and Other Leave Entitlements

- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
- (b) Paid sick leave or other paid authorised Agreement absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

(11) Effect of Maternity Leave on Employment

Subject to this subclause, notwithstanding any agreement or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not

be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(12) Termination of Employment

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Agreement.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(13) Return to Work after Maternity Leave

- (a) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon returning to work after maternity leave or the expiration of the notice required by subparagraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

(14) Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (b) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(b) Paternity Leave

(1) Nature of Leave

Paternity leave is unpaid leave.

(2) Definitions

For the purposes of this subclause:

- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

- (b) "Maternity leave" means leave of the type provided for in subclause (a) (and includes special maternity leave), whether prescribed in an award or otherwise.
- (c) "Child" means a child of the employee or the employee's spouse under the age of one year.
- (d) "Spouse" includes a de facto or a former spouse.
- (e) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.
- (f) "Continuous service" means service under an unbroken contract of employment and includes:
  - (i) any period of leave taken in accordance with this clause;
  - (ii) any period of part-time employment worked in accordance with this clause; or
  - (iii) any period of leave or absence authorised by the employer or by the Agreement.

(3) Eligibility for Paternity Leave

A male employee, upon production to his employer of the certificate required by paragraph (4), shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to one week at the time of confinement of his spouse;
- (b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he proceeds upon either period of leave.

(4) Certification

At the time specified in paragraph (5) the employee must produce to his employer:

- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;
- (b) in relation to any period to be taken under subparagraph (3)(b) hereof, a statutory declaration stating:
  - (i) he will take that period of paternity leave to become the primary care-giver of a child,
  - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
  - (iii) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

(5) Notice Requirements

- (a) The employee shall, not less than 10 weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish

the period or periods of leave and produce the certificate and statutory declaration required in paragraph (4) hereof

- (b) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in subparagraph (a) hereof if such failure is due to:
  - (i) the birth occurring earlier than the expected date; or
  - (ii) the death of the mother of the child; or
  - (iii) other compelling circumstances.
- (c) The employee shall immediately notify his employer of any change in the information provided pursuant to paragraph (4) hereof.

(6) Variation of Period of Paternity Leave

- (a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:
  - (i) the period of paternity leave provided by subparagraph (3)(b) may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
  - (ii) the period may be further lengthened by agreement between the employer and the employee.
- (b) The period of paternity leave taken under subparagraph (3)(b) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(7) Cancellation of Paternity Leave

Paternity leave, applied for under subparagraph (3)(b) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(8) Paternity Leave and Other Leave Entitlements

- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
- (b) Paid sick leave or other paid authorised Agreement absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

(9) Effect of Paternity Leave on Employment

Subject to this subclause, notwithstanding any agreement or other provision to the contrary absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(10) Termination of Employment

- (a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Agreement.

- (b) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(11) Return to Work after Paternity Leave

- (a) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subparagraph (3)(b) hereof
- (b) An employee, upon returning to work after paternity leave or the expiration of the notice required by subparagraph (a) hereof, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to the position he held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

(12) Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(c) Adoption Leave

(1) Nature of Leave

Adoption leave is unpaid leave.

(2) Definitions

For the purposes of this subclause:

- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.
- (b) "Child" means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (c) "Relative adoption" occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

- (d) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.
- (e) "Spouse" includes a de facto spouse.
- (f) "Continuous service" means service under an unbroken contract of employment and includes:
  - (i) any period of leave taken in accordance with this clause;
  - (ii) any period of part-time employment worked in accordance with this clause; or
  - (iii) any period of leave or absence authorised by the employer or by the Agreement.

(3) Eligibility

An employee, upon production to the employer of the documentation required by paragraph (4) hereof, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to three weeks at the time of the placement of the child
- (b) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:
  - (i) any period of leave taken pursuant to subparagraph (a) hereof; and
  - (ii) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

(4) Certification

Before taking adoption leave, the employee must produce to the employer:

- (a)
  - (i) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
  - (ii) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- (b) In relation to any period to be taken under subparagraph (3)(b) hereof, a statutory declaration stating:
  - (i) the employee is seeking adoption leave to become the primary care-giver of the child;
  - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and

- (iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

(5) Notice Requirements

- (a) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption, the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- (b) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months' continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.
- (c) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under subparagraph (3)(a) hereof
- (d) An employee shall, 10 weeks before the proposed date of commencing any leave to be taken under subparagraph (3)(b) hereof, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken
- (e) An employee shall not be in breach of this subclause, as a consequence of failure to give the stipulated period of notice in accordance with subparagraphs (c) and (d) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(6) Variation of Period of Adoption Leave

- (a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:
  - (i) the period of leave taken under subparagraph (3)(b) hereof may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
  - (ii) the period may be further lengthened by agreement between the employer and employee.
- (b) The period of adoption leave taken under subparagraph (3)(b) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(7) Cancellation of Adoption Leave

- (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
- (b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(8) Special Leave

The employer shall grant to any employee who is seeking to adopt a child such unpaid leave not exceeding two days as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee, the employer may require the employee to take such leave in lieu of special leave.

(9) Adoption Leave and Other Entitlements

(a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

(b) Paid sick leave or other paid authorised Agreement absences (excluding annual leave or long service leave) shall not be available to an employee during the employee's absence on adoption leave.

(10) Effect of Adoption Leave on Employment

Subject to this subclause, notwithstanding any agreement or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(11) Termination of Employment

(a) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this Agreement.

(b) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(12) Return to Work after Adoption Leave

(a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subparagraph (3)(b) hereof

(b) An employee, upon returning to work after adoption leave, shall be entitled to the position held immediately before proceeding on such leave or, in relation to an employee who has worked part-time under this clause, the position held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

(13) Replacement Employees

(a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

(b) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(d) Part-Time Work

(1) Definitions

For the purposes of this subclause:

- (a) "Male employee" means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.
- (b) "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (c) "Spouse" includes a de facto spouse.
- (d) "Former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this subclause, whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.
- (e) "Continuous service" means service under an unbroken contract of employment and includes:
  - (i) any period of leave taken in accordance with this clause;
  - (ii) any period of part-time employment worked in accordance with this clause; or
  - (iii) any period of leave or absence authorised by the employer or by the Agreement.

(2) Entitlement

With the agreement of the employer:

- (a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (d) In relation to adoption, a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

(3) Return to Former Position

- (a) An employee who has had at least 12 months' continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- (b) Nothing in subparagraph (a) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

(4) Effect of Part-time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(5) Pro Rata Entitlements

Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph (8) hereof, part-time employment shall be in accordance with the provisions of this Agreement which shall apply pro rata.

(6) Transitional Arrangements - Annual Leave

- (a) An employee working part-time under this subclause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this Agreement, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this subclause.
- (b)
  - (i) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this subclause, in such periods and manner as specified in this Agreement, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.
  - (ii) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(7) Transitional Arrangements - Sick Leave

An employee working part-time under this subclause shall have sick leave entitlements which have accrued under this Agreement (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

(8) Part-time Work Agreement

- (a) Before commencing a period of part-time employment under this subclause, the employee and the employer shall agree:
  - (i) that the employee may work part-time;
  - (ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

(iii) upon the classification applying to the work to be performed; and

(iv) upon the period of part-time employment.

(b) The terms of this Agreement may be varied by consent.

(c) The terms of this Agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the Agreement and any variation to it shall be provided to the employee by the employer.

(d) The terms of this Agreement shall apply to the part-time employment.

(9) Termination of Employment

(a) The employment of a part-time employee under this clause may be terminated in accordance with the provisions of this Agreement but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(b) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(10) Extension of Hours of Work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (8).

(11) Nature of Part-time Work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this Agreement.

(12) Inconsistent Agreement Provisions

An employee may work part-time under this clause notwithstanding any other provision of this Agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked, including provisions:

(a) limiting the number of employees who may work part-time;

(b) establishing quotas as to the ratio of part-time to full-time employees;

(c) prescribing a minimum or maximum number of hours a part-time employee may work; or

(d) requiring consultation with, consent of or monitoring by a union;

and such provisions do not apply to part-time work under this clause.

(13) Replacement Employees

(a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause;

- (b) A replacement employee may be employed part-time. Subject to this paragraph, paragraphs (5), (6), (7), (8), (9) and (12) of this subclause apply to the part-time employment of the replacement employee;
- (c) Before an employer engages a replacement employee under this paragraph, the rights of the employee who is being replaced;
- (d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of subparagraph (1)(e) hereof;
- (e) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

## **APPENDIX F**

### **A SIMPLE EXPLANATION OF FLEXIBILITY**

In most areas of life where people work or play together, being flexible can be a big advantage. It applies at home when several chores or urgent work need to be done: everyone pitches in and helps by doing tasks such as cooking, mowing lawns, cleaning, etc. Similarly, in a sporting team, we all know the benefits of an all-rounder: someone who can step in and take on another role such as goal-keeper or bowler when such a person is required. In fact, this is the key attribute of champion teams such as Australian cricket, Rugby and League winning teams.

In the same way at work, we are all part of a team. When one area needs help, all of us need to pitch in and get the work done. This is what we mean by flexibility.

In our every day work at Seven Hills, there are occasions when some areas of our operations are busier or have a more urgent need than others. When this occurs, your cooperation and willingness to be flexible in assisting these areas of our business will help to achieve a much better result for everyone.

This does not mean any major change in your normal job. We recognise and value the skills you bring to APS and we don't want to lose them. We do not want you to move out of your normal job. However, from time to time we may want people to take on other duties which are related to their normal job or when there is an urgent need. Naturally, we will consult you and we will not ask you to do things outside your capabilities or which may be unsafe. We will also ensure that you get relevant training for the duties you may be required to do outside your normal role. As we said earlier, your main role in APS is what you are doing now and these other tasks will not take a major chunk of your time.

Some answers to questions we have been asked in the last week:

Q: Will Storemen or Maintenance people be converted to Production Operators or vice versa?

A: No

Q: If I am not busy in the Warehouse, could I be required to help out in the plants labelling and capping drums?

A: Yes

Q: If I normally work in the Main Warehouse, could I be asked to work in the Finechem Warehouse to help them fill an urgent export order?

A: Yes