REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/112

<u>TITLE:</u> <u>Jalco Cosmetics Pty Ltd (Hornsby) Enterprise Agreement</u> <u>2004</u>

I.R.C. NO: IRC4/7356

DATE APPROVED/COMMENCEMENT: 28 January 2005 / 1 September 2004

TERM: 24

NEW AGREEMENT OR

VARIATION: Replaces EA03/1.

GAZETTAL REFERENCE: 13 May 2005

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Jalco Cosmetics Pty Ltd, located at 45 King Road, Hornsby, NSW 2077, who fall within the coverage of the Drug Factories (State) Award and the Warehouse Employees Drug (State) Award

PARTIES: Jalco Cosmetics Pty Ltd -&- the Shop, Distributive and Allied Employees' Association, New South Wales

JALCO COSMETICS PTY LTD (HORNSBY) ENTERPRISE AGREEMENT 2004

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1. Title

This Agreement is known as the Jalco Cosmetics Pty Ltd (Hornsby) Enterprise Agreement 2004.

2. Parties Bound, Scope and Period of Operation

This Agreement is binding on:

Jalco Cosmetics Pty Ltd; and

the Shop, Distributive and Allied Employees' Association, New South Wales,

in respect of persons employed by the Company and engaged at 45 King Road, Hornsby, NSW 2077, (the Hornsby site) in any of the classifications specified in the Drug Factories (State) Award and the Warehouse Employees Drug (State) Award (the parent awards), and identified in the Appendices to this Agreement.

This Agreement operates for a period of two years from 1 September 2004. Three months prior to this date the parties may commence discussions on renewing or replacing this Agreement.

3. Application

This Agreement applies at the Company's premises at 45 King Road, Hornsby, New South Wales.

4. Relationship to Parent Awards

This Agreement is to be read and interpreted wholly in accordance with the parent awards and where there is any inconsistency between this Agreement and the parent awards, this Agreement takes precedence.

5. No Extra Claims

The Company, employees and their Unions and agree not to pursue any extra claims for the life of this Agreement including increases arising from award variations or decisions of the Industrial Relations Commission of NSW, except where consistent with the principles of the Commission and provided for in this Agreement.

6. Wage Increase

The following wage increases will apply during the life of this Agreement:

- 6.1 An increase of 4 per cent in the employees' existing rate of pay, effective from the first pay period commencing on or after 1 September 2004; and
- a further 4 per cent increase in the employees' prevailing rate of pay effective from the first pay period commencing 1 September 2005.

7. About Jalco

7.1 Purpose

We will efficiently, competitively, safely and profitably meet the needs of our customers through the delivery of our products.

7.2 Principles

Above all we value our customers and our ability to understand and fulfil their needs. Our business practice will reflect our commitment to enhancing value for our owners.

7.3 Practices

The way in which we conduct our business is characterised by:

Customer focus and responsiveness to customer needs

Involvement of our people

Teamwork

Celebration of success and learning quickly from our mistakes

Ethical business conduct

7.4 People

Our future as a company relies on the knowledge, imagination, skills, integrity and teamwork of our people and we are fully committed to their well-being and development.

To meet our customers' needs we must ensure that our peoples' skills and competence receive appropriate updating and improvement. When appropriate we will provide, and our employees agree to undertake, training and skill development.

7.4.1 Employee Initiated Training

Where an employee seeks to undertake training that will provide mutually beneficial outcomes for the employee and the Company, Jalco will reimburse reasonable costs associated with undertaking such training on production of evidence of such expenditure.

Reimbursement is on an annual basis and subject to the presentation of reports of satisfactory progress in the course of study. The Company on a case-by-case basis will consider the approval of such reimbursement.

7.4.2 Jalco Initiated Training

Where Jalco has a requirement for an employee to undertake specific training, the Company will meet course fees and the cost of approved textbooks, software and training materials.

Employees who undertake company required training maintain their established rates of pay for training undertaken during ordinary hours of work, including courses outside of work hours.

7.5 Employment Philosophy

We value our employees' ability to make their own decisions within their workplace depending on what is happening at any time, within the context of the appropriate policies and procedures.

It is neither possible nor desirable to set rules regarding everything that can happen in the workplace. This Agreement sets out the general terms and conditions of employment to provide a foundation for our relationship.

8. The Employment Contract

8.1 Employment Categories

Employees may be employed in one of the following categories:

As a permanent full time employee (first three month's is probationary);

As a permanent part-time employee (first three month's is probationary);

On fixed term contract basis (duration or task to be specified in Letters of Engagement and no rolling over of contracts, unless otherwise agreed with the employee and in consultation with site employee representatives);

As a Company employed casual employee.

In addition to the above categories of employment, the Company may from time to time supplement its work force by engaging personnel from labour hire agencies (who will be paid a rate consistent with that paid to Company employed casuals in the same classification).

8.2 Casual Employment

The nature of our business requires considerable expansion and contraction of our operation over relatively short periods of time as our workload fluctuates. Further the requirements in different sections of the enterprise change as our customers increase or decrease their orders for products produced in different segments of the business.

No more than 40 per cent of the total hours worked by employees covered by this Agreement in any 12 month period will be worked by casual employees. This equates to 50 casuals where there are 75 permanent employees employed. It is the Company's intention to use its own casuals in preference to agency personnel and the latter will not receive a greater number of hours in any fortnightly period than the former.

8.3 Engagement of Casual Contract Labour

The nature of Third Party Manufacturing requires considerable fluctuation in our human resources over relatively short periods. This requires that the business must rely on the engagement of contract labour as required. It is Jalco's objective to maximise the size of the weekly work force subject to the requirements and nature of our business. Where casual contract labour is engaged the rates paid will be consistent with that paid to company casuals in the same classification.

It is the Company's intention to employ its own casuals in preference to engaging agency personnel where possible.

8.4 Employees' Roles and Responsibilities

Our business is committed to focusing on our customers' needs. We operate as a team and while an employee may occupy a particular position at any given point in time, this is always subject to the requirements of the team, and where we think they can best assist achieving of our business objectives.

This means that we all have to be flexible in our approach to employment. This Agreement is based on the clear understanding that as the business changes an employee's role and responsibilities may change. There are three primary types of change that may occur. They are:

Evolutionary change - where a position changes with the growth and development of the business.

Movement to a new position - where to meet the needs of the business, and the team, we need an employee to move to a new position.

Structural change - where we decide to fundamentally change certain aspects of our operations and this impacts on an employee, requiring a change in position.

Undertakings about how we will consult on such changes are set out in Clause 14 of this Agreement.

8.5 Jalco's Duties:

Jalco agrees to:

only direct employees to do work they are competent and authorised to do;

give employees access to training to maintain or gain competencies relevant to the business;

administer the terms of this Agreement and provide the benefits conferred by it in consideration for duties performed; and

comply with the terms of this Agreement.

8.6 Employees' Duties:

Employees agree to:

safely and without limitation perform any duties they are competent, authorised and lawfully required to do;

maintain and enhance their competencies (skills, knowledge and ability) to suit the needs of the business:

comply with the terms of this Agreement; and

perform the roles as described in the Appendix A.

8.7 Company Policy and Procedure

Policies and procedures may be introduced and amended from time to time. Employees are required to adhere to Jalco policies and procedures (as amended from time to time).

Employees will be made aware of policy and procedure, but they must also make every effort to become familiar with them and to ensure that they are followed.

Jalco undertakes to keep employees informed of these policies and procedures as well as any amendments, and not to alter them so as to disadvantage employees relative to the overall terms of this Agreement. Failure to observe these policies, procedures and any delegated authorities may lead to dismissal.

9. Hours of Work

The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of Jalco between 6.00 am and 6.00 pm. The ordinary hours of work may be worked on any or all of the days of the week, Monday to Friday. The number of ordinary hours worked by employees in any two-week period must not exceed an average of 38 hours per week.

Any work performed outside the spread of hours is to be paid for at overtime rates. However, any work performed by an employee prior to or after the spread of hours that is continuous with ordinary hours is to be regarded as part of the average 38 ordinary hours of work.

Subject to the conditions of this clause, casual employees may be required to work up to 9 hours at their ordinary time rate of pay on Hot Pour lines.

The arrangement of hours is worked according to a nine-day fortnight. The ordinary hours of work is typically 7.15 am to 4.15 pm on each of the first 9 days of the work cycle. The tenth day of each work cycle is a non working day or "Rostered Time Off" (RTO).

The ordinary hours of work may be changed from time to time by:

agreement between Jalco and the majority of employees; or

in appropriate circumstances (ie: to meet production requirements) with individual employees covered by this Agreement; or

in the absence of agreement, by Jalco providing 14 days notice in writing to employees.

In addition to the above arrangement of working hours, employees are entitled to a 15-minute paid morning tea break. No afternoon tea break applies. However, employees are permitted to cease work at 4.00 pm.

In some instances, such as when hot pour products are being continuously filled, permanent and casual Assembly Operators may by agreement with or at the direction of their Supervisor take an early or late morning or afternoon tea break and/or different lunch break. This arrangement does not attract a penalty payment.

10. Termination of Employment

In respect of full-time and part-time employment an employee or Jalco may terminate the contract of employment with one week's notice or by the payment or forfeiture of one week's pay. During the first three month's of full-time or part-time employment the contract of employment is probationary.

10.2 Redundancy

Where a definite decision is made that Jalco no longer requires the job an employee is doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision leads to the termination of an employee's employment, he/she is to be paid a severance payment of:

Service	For employees under 45 years	For employees 45 years of age
	of age	and over
Less than one year	Nil	Nil
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	7 weeks	8.75 weeks
3 years and less than 4 years	10 weeks	12.5 weeks
4 years and less than 5 years	12 weeks	15 weeks
5 years and less than 6 years	14 weeks	17.5 weeks
6 years and less than 7 years	16 weeks	20 weeks
7 years and less than 8 years	18 weeks	22.5 weeks
8 years and less than 9 years	20 weeks	25 weeks
9 years and less than 10 years	22 weeks	27.5 weeks
10 years and over	24 weeks	30 weeks

This severance payment is in addition to the notice payment in Clause 10.1 of this Agreement.

Jalco will consult with employees and their union about any decision to make a position(s) redundant, in accordance with Clause 13 of this Agreement.

11. Quality Standards

The management and employees of Jalco understand and accept that our products are to be produced at a high standard, which conforms to acceptance and procedures in maintaining Best Practice as demanded by our customers and the TGA.

11.1 Employees' Responsibilities

Given the typical production processes and visual inspection (or measurement equipment) each and every production employee must ensure that all products leaving his/her workstation meet given specifications for that product. These functions are to be considered Standard Operating Procedure for all employees.

11.2 Jalco's Responsibilities

The Company will provide each employee with the training that it considers is required for that position along with the appropriate Standard Operating Procedures.

12. Safety, Environment and Housekeeping

It is the responsibility of each employee to comply with Occupational Health and Safety requirements, all environmental regulations and to ensure that general housekeeping is maintained to the standards of Best Practice.

12.1 Commitment

We recognise the importance of ensuring a healthy and safe working environment. We are committed to acting on advice and suggestions about how we can make the workplace a more safe and healthy place to be. We intend to identify and minimise actual and potential hazards.

12.2 Obligations

Employees must comply with the provisions of all workplace health and safety legislation applying to the Company's operations. Employees acknowledge their shared responsibility for health and safety in our workplace and agree to fully co-operate with management in identifying and reducing the risk of hazards and injuries in our site.

12.3 Reporting Accidents

Accidents and injuries can be prevented. All work accidents must be promptly reported and the accident recorded in the accident register, preferably on the day of the accident.

12.4 Personal Protective Equipment

The Company provides, and employees are required to wear and maintain, safety boots, safety glasses, safety hats, protective clothing and other safety equipment issued for designated areas.

Protective clothing can include eye protection, hearing protection, hair and beard nets, gloves, waterproof garments, gloves and boots, steel cap safety shoes, respirator masks, etc.

Protective clothing is for:

- (a) Personal protection in line with operator safety; and
- (b) Product protection during manufacture and filling.

Protective clothing, as prescribed, must be worn in the correct fashion and in all designated areas. Failure to comply with requirements to wear/use required safety apparel and equipment compromises employee safety and product quality, which is unacceptable. Such failure by an employee will result disciplinary action, up to and including dismissal.

13. Consultation

13.1 Employee Involvement

Employees covered by this Agreement are committed to the principle of working jointly with managers to bring about workplace improvements. An appropriate forum will be established to provide for joint discussion to pursue this objective.

13.2 Introduction of Change

Where Jalco has determined a need to introduce a major workplace change and that change is likely to have a significant effect on employees, Jalco will notify employees and their union of the proposed change.

Significant change includes:

Major change in skill requirements;

Elimination of job or promotional opportunities;

Alterations to hours of work or rosters;

The necessity for re-training or re-skilling;

The need to transfer employee(s) to other work or location;

The restructuring of jobs; or Termination of employment.

Prior to implementing such changes, Jalco will consult with employees and give prompt and serious consideration to matters employees raise including the likely effects the change may have on employees. These discussions will occur as soon as is practicable after the need is identified to introduce the change.

The Company agrees to pay a total of one hour per year for report back meetings, in order that employees may discuss this Agreement.

14. Business Improvement

14.1 Objectives

Jalco's principle objectives are to improve efficiency and productivity, while providing our employees with the opportunities for further career development in fulfilling jobs.

The parties jointly acknowledge a desire to achieve improvements in all areas of the business through improvements in productivity, communication and employee development.

Jalco is committed to achieving the necessary extension of employee skills (vertical and horizontal) through the provision and acceptance of relevant recognised and accredited (where appropriate) training.

14.2 Consultation

Jalco will develop efficient and effective arrangements through consultation with employees in relation to:

identification of skills required by the production and maintenance processes;

award classification structure;

an audit of employee skills;

designed accreditation and administration of training programs necessary to support the entry of employees to the classification structure and their progression through it.

14.3 Casual Employees

Casuals will be offered the opportunity to train on a series of different jobs within the next band.

14.3 Waste Reduction

As a business improvement initiative, the parties agree to support establishing a Continuous Improvement Project Team involving employees, supervisors and management representatives nominated by the Company. Through the life of this Agreement this team is to focus on identifying and overseeing specific waste reduction initiatives and measures to assess effectiveness. The team is to report on progress quarterly to the Company Manager, and will determine the composition, continuous improvement focus and targets over the life of the Agreement.

15. Attendance Bonus

15.1 Sick Leave Entitlement

As provided for in Clause 20(d) of the Drug Factories (State) Award each employee covered by this Agreement is entitled to 76 hours of paid sick leave per year.

15.2 Payment in Lieu of Sick Leave

As a means of rewarding attendance, Jalco provides employees with the option to receive payment (at the close of each respective period) or retain unused days. Where an employee elects to retain the unused Sick Leave it is reserved for Sick or Carers' Leave only. It will not be paid out a cash benefit at any future time including the circumstances of redundancy or resignation.

15.3 Post 13/5/97 Sick Leave

Employees taking Sick Leave are required to draw on their balance of post 13/5/97 leave first. When this is exhausted they may draw on leave accrued before that time.

15.4 Timing of Bonus Payment

For the period 13/5/97 to 13/11/97 employees were regarded as having an accrual of 38 hours of sick pay (part time employees and new full time employees had their entitlements calculated proportionately).

Any Sick Leave taken from that accrual onwards is deducted from an employee's entitlements and 50% of the balance value may be claimed as a bonus in the pay week before Christmas each year.

The minimum bonus payment is the equivalent of 7.6 hours pay.

15.5 Retention of Portion of Sick Leave

Each employee is required to retain a minimum Sick Leave balance of 76 hours. This balance must be composed of leave that has accrued since 13/5/97.

15.6 Operation of the Sick Leave Bonus Scheme

The Sick Leave Bonus Scheme commenced operation on 13/5/97 and continues in force for the life of this Agreement.

16. Employee Career Progression

Employment vacancies and available promotional positions are advertised from time to time. Employees wishing to apply for such positions are to do so via formal written application.

The selection and appointment to positions with Jalco is to be consistent with Equal Opportunity principles and practice.

Any employee who is successful in attaining a permanent position, who is not at that time a permanent employee of the Company, will be considered probationary in that position for a period of three months from the date of being made permanent.

Any employee who is successful in exercising a horizontal career path change is subject to a three-month probationary (qualifying) period from the date of transfer.

17. Reclassification

The parties agree that, reclassification is based on the attainment of agreed minimum training requirements and the demonstrated application of the training in our workplace.

On satisfying these requirements, the Company will confirm in writing to the employee's new classification, rate of pay and start date of the pay adjustment.

18. Accumulated Roster Day Off (ARDO)

Weekly employees may be called on to work on their Rostered Day Off (RDO) but may decline to do so on every second request (i.e., agreement must be given to every second request). Five days minimum and 10 days maximum in any six-month period could be banked. Such time banked is retained to be used at a time of low plant activity level at the discretion of the Company, or at any other time that is mutually suitable. The ARDO

is paid when it is taken and the effect of this is that there will be no variation in weekly pays. Any person having more than 10 days accumulated will be entitled to use the excess at any mutually convenient time.

19. Abandonment of Employment

The absence of an employee from work for a continuous period exceeding three days without notifying the Company shall be prima facie evidence that the employee has abandoned his/her employment. Special circumstances will be considered.

20. Occupational Superannuation

Superannuation contributions for employees are as provided in the *Superannuation Guarantee (Administration) Act* 1992. Employees of Jalco will have their contributions paid into a fund administered by A.S.S.E.T Limited called the Australian Superannuation Savings Employment Trust The scheme number is 92483780.

The current level of contribution is 9% of an employee's gross weekly wage, excluding penalty payments.

An employee may at any time nominate to make additional personal contributions to the fund by providing written notification to the Payroll Office.

ASSET will provide an annual statement to all members on the status of their fund.

Member and Company contributions will be detailed on weekly pay slips.

21. Picnic Day

The Award additional holiday or "picnic day" will be observed individually so that the taking of this day will be on the employee's birthday or on any other day that is mutually suitable.

22. Grievance Resolution and Dispute Avoidance

- 22.1 It is the intent of Jalco and our employees to resolve all disputes by way of discussion between the parties. The aim is to provide rapid resolution of problems that ensures a mutually beneficial result for both parties while normal work progresses. Disciplinary action taken against individuals is not regarded as the basis of a dispute.
- 22.2 All grievances and disputes concerning matters addressed in this Agreement or otherwise arising out of the course of employment are dealt with by applying the five step procedure set out in Appendix G.
- 22.3 A grievance is not considered to have been raised until such time as a Grievance Summary (Appendix H) has been properly completed and submitted by the party raising the grievance.
- 22.4 While this procedure is being followed work proceeds under the. conditions prevailing before the grievance or dispute, subject to clause 22.5 for safety disputes.
 - Where those conditions are themselves disputed work continues in accordance with the reasonable directions of management, the employees skills and safe working practices. The rights of the parries as they existed before the dispute, continue to apply whilst the dispute is progressed and resolved.
- 22.5 In the case of a dispute about safety employees concerned are to be found alternative work and the matter referred to the Company Manager or substitute. Management and site employee representatives are to discuss the matter. If the matter remains unresolved following these discussions the reasonable directions of the Manager or substitute apply and the matter is to be considered an urgent grievance.
- 22.6 If a party believes a grievance is an urgent grievance, the party can notify the other that the grievance is urgent. In the case of urgent grievances a meeting between the Company Manager and Union Official is to occur within 48 hours (or other agreed timeframe) of the urgent grievance being notified.
- 22.7 Any stand-down or dismissal of an employee or employees is deemed to be an urgent grievance.

22.8 Then dealing with grievances employee and management representatives are to:

Actively listen to the views of the other parties.

Treat all involved people with common decency and respect.

Avoid giving ultimatums.

23. Counselling/Disciplinary Procedures

Where there is a concern with an employee's behaviour, attitude, attendance or performance, Jalco will attempt to have the issue(s) rapidly and effectively resolved. In most cases, the issue will be resolved by the employee's immediate supervisor or via informal discussions with a more senior manager. If this discussion does not resolve the issue to the satisfaction of both parties, they are to refer the matter to the Company Manager for review and determination.

If an employee requires formal counselling, then the following action should occur in the stated sequence:

23.1 Counselling

The person concerned will be interviewed by the Supervisor or Departmental Manager and made aware of the Company's concern regarding unacceptable performance or behaviour. A time frame will be stipulated for correction to be evident. At the employee's request, a site employee representative or other nominated witness will be present during any discussions.

23.2 First Warning

If the issue continues to remain a problem, a first written warning shall be given. This letter will advise that failure to rectify the problem will result in termination. Again, this shall be done in the presence of a site employee representative, if requested. This warning will remain "active" on an employee's personnel record for a period of 12 months.

23.3 Final Warning

A further instance or continuing failure to correct the problem will result in a final written warning. This warning will remain "active" on an employee's personnel record for a period of 12 months.

23.4 Dismissal

If a further incident occurs involving an employee on a final written warning he/she will be required to attend a meeting with the Company Manager and show cause why they should not be dismissed.

24. Summary Dismissal

An employee who engages in deliberate or wilful misconduct, dereliction of duty, or refusal to obey a lawful work directive, will be stood down and required to attend a meeting with the Company Manager at the commencement of the next day shift to show cause why he/she should not be instantly dismissed. Summary dismissal will apply unless he/she can provide reasonable explanation, to the Company's satisfaction, for their actions.

Wilful and/or deliberate misconduct includes any behaviour that is illegal or dangerous to others.

25. Parental Leave

Consistent with Clause 36 of the Drug Factories (State) Award and Clause 27 of the Warehouse Employees Drug (State) Award, Parental Leave provisions are as provided in the NSW Industrial Relations Act. In respect of unpaid parental leave, the parties have agreed that employees covered by this Agreement who qualify for such leave, are entitled to 78 weeks unpaid leave in lieu of the 52 weeks provided for in the Act. All other Parental Leave rights and obligations remain unchanged.

APPENDICES

APPENDIX A

Job Definitions

The following positions are those that currently exist within the Company. The positions as described attempt to encapsulate the majority of functions in which an operator will be involved and should be capable of doing to be considered proficient at their job. Some positions in the potential career progression (as defined in our Career Path Progression Matrix) have an external education component. These listed educational components are open to amendment, by either addition or deletion of courses of study.

Jalco will consult with employees from time to time regarding the suitability of the approved courses of study.

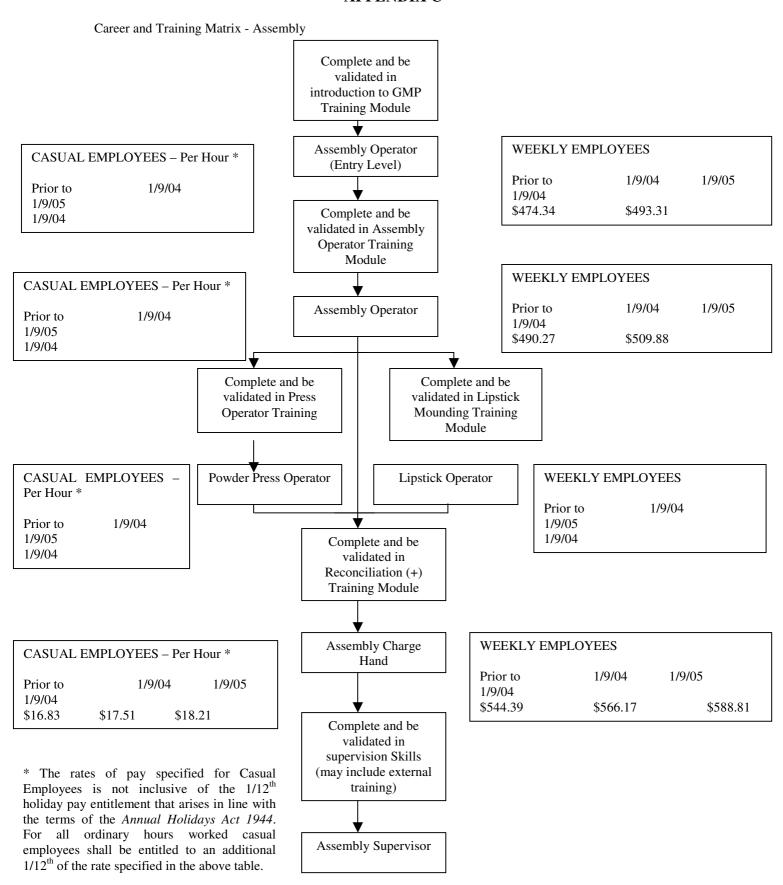
APPENDIX B

Approval for Courses of Study

Where an employee seeks company assistance to cover the costs of training there must be prior approval by the Company before he/she commences the course. The Company will reimburse all reasonable fees on production of satisfactory evidence of successful completion of each year of approved study.

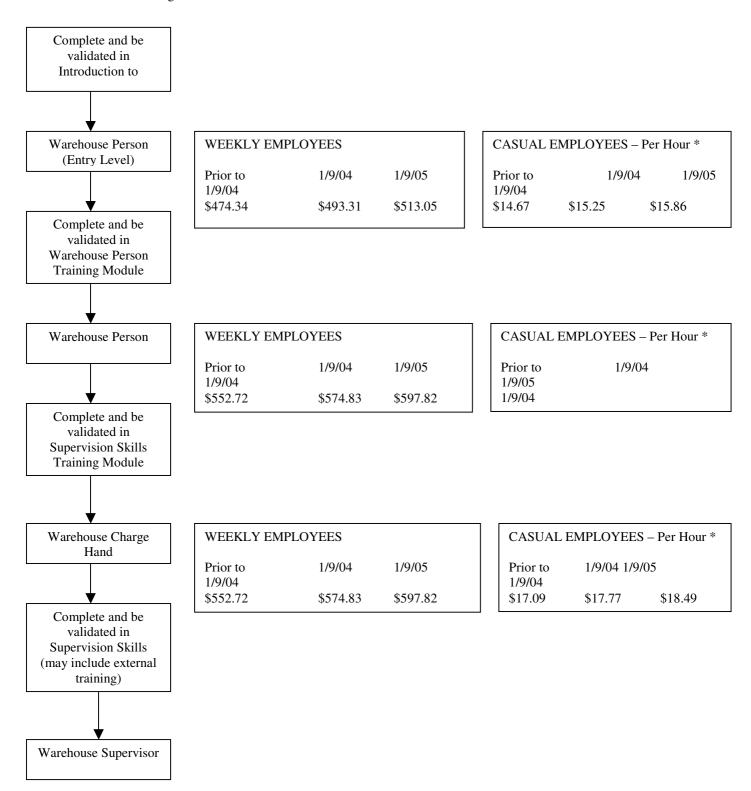
Where an employee seeks assistance to undertake a particular course, Jalco will review the learning outcomes for consistency with the Company's business objectives. Approval will be considered on a case-by-case basis and will also be subject to budgetary constraints.

APPENDIX C



APPENDIX D

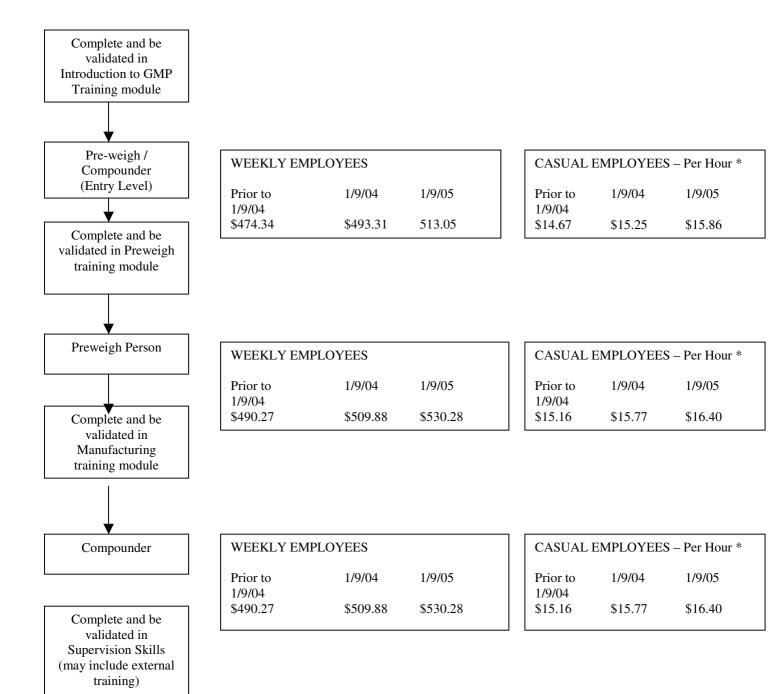
Career and Training Matrix - Warehouse



^{*} The rates of pay specified for Casual Employees is not inclusive of the 1/12th holiday pay entitlement that arises in line with the terms of the Annual Holidays Act 1944. For all ordinary hours worked casual employees shall be entitled to an additional 1/12th of the rate specified in the above table.

APPENDIX E

Career and Training Matrix - Manufacturing



^{*} The rates of pay specified for Casual Employees is not inclusive of the 1/12th holiday pay entitlement that arises in line with the terms of the *Annual Holidays Act* 1944. For all ordinary hours worked casual employees shall be entitled to an additional 1/12th of the rate specified in the above table.

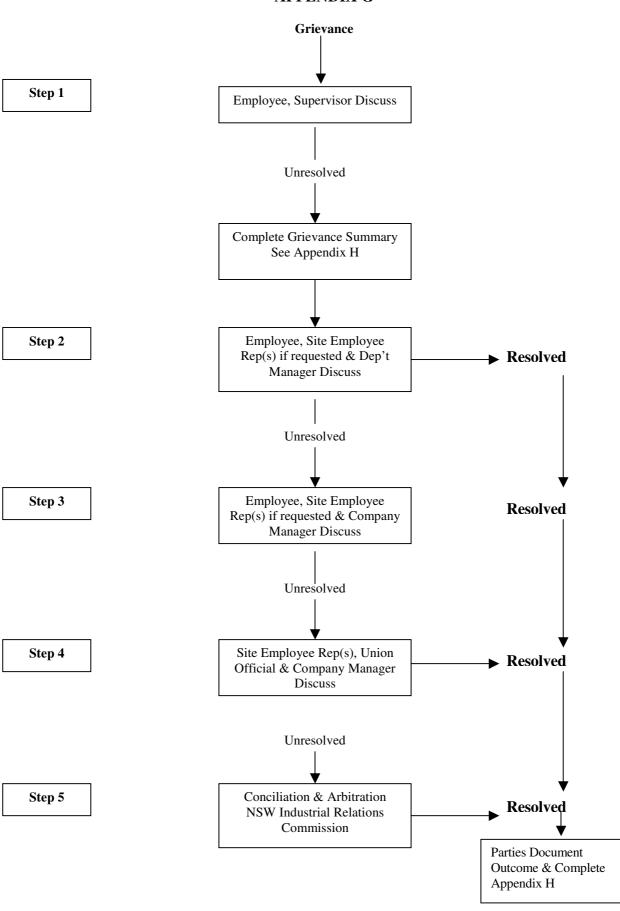
APPENDIX F

Wage Matrix

Fitter / Linesetter

Current	1st	2nd
\$668.95	\$695.71	\$723.54

APPENDIX G



APPENDIX H

Grievance Summary

Grievance:
Urgent or Non Urgent?
Date Raised/ (Date)
Raised By:
Raised with:
Summary of Discussion:
Agreed Response/(Date)
Deadline:
Signatures of Person Raising Grievance & Person With Whom Raised:
(Signature) (Signature)
Response Was:
Tesponse Was.
Reasons For Response:
Final Grievance Outcome:
Final Grievance Outcome:
Signatures of Person Resolving Grievance
(Signature) (Signature)

ENDORSEMENT OF THE AGREEMENT

On Behalf of the Company

Signature	Date
Print Name and Title	
On Behalf of the SDA	
Signature	Date
Print Name and Title	