

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/90

TITLE: **Cerebos Foods - Seven Hills, Enterprise Agreement 2004**

I.R.C. NO: IRC4/7505

DATE APPROVED/COMMENCEMENT: 14 February 2005 / 14 February 2005

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VARIATION:** New.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Cerebos (Australia) Limited, located at 92-96 Station Road, Seven Hills, NSW 2147, who fall within the coverage of the following awards: Food Preservers (State) Award, Grocery Products Manufacturing (State) Award, Metal, Engineering and Associated Industries (State) Award and the Storemen and Packers, General (State) Award.

PARTIES: Cerebos (Australia) Limited -&- the National Union of Workers, New South Wales Branch

CEREBOS FOODS - SEVEN HILLS ENTERPRISE AGREEMENT 2004

1. Title

This agreement shall be known as the Cerebos Foods - Seven Hills, Enterprise Agreement 2004.

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3. Basis of Agreement

3.1 Parties Bound

This agreement shall be binding on Cerebos (Australia) Limited ("the Company") and its employees represented by the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union ("AMWU") and the National Union of Workers ("NUW"), and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union Electrical Division NSW Branch ("CEPU").

3.2 Application and Incidence of Agreement

This agreement shall apply at the Company's Seven Hills site in the State of New South Wales.

This agreement shall supersede all previous agreements written or unwritten or previous practice.

3.3 Relationship to Parent Awards

This agreement shall be read and interpreted wholly in conjunction with the following awards, as varied during the life of the agreement provided that where there is any inconsistency between this agreement and the awards, this agreement shall take precedence to the extent of the inconsistency:

AW781106	Food Preservers' Award 2000
AW820730	Grocery Product Manufacture-Manufacturing Grocers Award 2003
AW789529	Metal, Engineering & Associated Industries Award 1998
912	Storeman & Packers General (State) Award

3.4 Collective Bargaining

In determining the pay and employment conditions of employees, the Company will continue to maintain a collective bargaining process.

Once negotiations are finalised for this Enterprise Agreement, the Company shall not enter into further negotiations or agreements with individual unions, groups of employees or individual employees, including Australian Workplace Agreements and facilitative award provisions.

3.5 Date and Period of Operation

This agreement shall operate from the beginning of the first full pay period to commence on or after the date of approval by the Industrial Relations Commission of New South Wales under the terms of the *Industrial Relations Act 1996* and shall have a nominal expiry date of 1 October 2006.

3.6 Vision and Values

3.6.1 Cerebos Company Vision

To be a leading consumer food products Organisation in the Asia-Pacific region by creating value for our employees, our customers and our shareholders.

3.6.2 Equal Employment Opportunity

At Cerebos our aim is to attract the very best employees and to ensure all employees are treated fairly and equally in every aspect of their employment.

EEO is a fundamental component of our Human Resource policies and practices and should also be incorporated in all of our human resource and business decisions. This is good business practice and will improve productivity, morale and Cerebos standing in the community.

It is in the interest of employees to be fair with each other at work; to value diversity and difference and not to unlawfully discriminate against each other.

4. Working Conditions

4.1 Ordinary Time

4.1.1 The span of ordinary hours shall be between the hours of 6.00am to 6.00pm Monday to Friday.

4.1.2 An employee's ordinary time shall be up to the first 9 hours worked from their ordinary start time.

4.1.3 Employees will be informed of their ordinary start time upon employment.

4.1.4 Any changes to an employee's ordinary start time shall be by mutual agreement or 7 days notice

4.2 9 Hour Day/4 Day Week Rosters

4.2.1 A full time employee on a 9 hour day/4 day week roster shall receive ordinary pay based on 36 hours per week. Other than as provided in 4.2.2, hours are to be worked Monday to Thursday. A day's pay is defined as the Weekly Wage divided by 4. Each day's pay will stand alone and be paid in the pay week it falls.

4.2.2 Finished Goods/Materials Warehouse and Maintenance Employees.

On a monthly basis employees will be informed of the dates on which their RDO's have been rostered. Wherever possible, RDO's will be rostered on a Monday or Friday, however where the needs of the business require an alternate day will be rostered. In each 4 weeks at least 2 RDO's shall be a Monday or Friday.

4.2.3 If a public holiday falls on an RDO, a full time employee will be paid a day's pay.

4.2.4 If a Public Holiday falls on a Friday, a part time employee shall be entitled to an additional payment equal to the ordinary hours worked on the previous day.

4.2.5 If work is available on an RDO, permanent full time employees who have worked 4 weekdays in that week, will be offered the work on a voluntary basis. Authorised leave shall be counted as time worked.

4.2.6 A full time permanent employee who works on an RDO, shall be paid at the rate of time and a half for the first 9 hours and double time thereafter.

4.2.7 A Part time permanent employee who works in the production area, on a production area RDO, shall be paid at the rate of time and a half for the first 9 hours and double time thereafter.

4.3 Site Wide Roster

The Company shall nominate whether the 9 or 8 hour roster shall be worked on a site wide basis. If this entails a change, discussions will be held with the Single Bargaining Unit ("SBU"), at least four weeks prior to implementation.

4.4 8 Hour Day/RDO Accrual Rosters

4.4.1 These rosters shall be based on an average of 36 ordinary hours per week worked in 8 hour days, on the following basis:

72 hours within a work cycle not exceeding 2 consecutive weeks; or

108 hours within a work cycle not exceeding 3 consecutive weeks; or

144 hours within a work cycle not exceeding 4 consecutive weeks.

4.4.2 Ordinary pay shall be based on an average of 36 hours per week. A day's pay is defined as the Weekly Wage divided by five (5).

4.4.3 On a monthly basis, employees will be informed of the dates on which their RDO's have been rostered.

4.4.4 A public holiday may be substituted for an RDO within a cycle and up to 5 RDO's may be accumulated.

4.4.5 Upon termination, the balance in an employee's RDO bank shall be included in calculating the amount of termination pay.

4.5 Overtime

4.5.1 An employee may be required to work overtime additional to their ordinary hours.

4.5.2 Other than as provided for in Clause 4.2.6 and 4.2.7, all time worked in excess of ordinary hours on any one day shall be at time and a half for the first two hours and double time thereafter.

4.5.3 The rate of pay for overtime shall be calculated as follows:

Time and a half : $(\text{weekly wage} \times 1 \frac{1}{2}) \div 36$

Double time : $(\text{weekly wage} \times 2) \div 36$

4.5.4 A break of 10 consecutive hours between the finish of one ordinary day's work and the start of the next ordinary day's work, should be taken, without loss of pay for ordinary hours, which were unable to be worked to provide for a 10 hour break.

4.5.5 If an employee has not had at least 10 consecutive hours off, they then will be entitled to receive double time for actual hours worked.

4.6 Meal Breaks

4.6.1 Breaks are to be taken at a time to ensure continuity of production, other operations and services are maintained.

4.6.2 Employees who work 9 hours per day will receive 3 breaks, one of 10 minutes, one of 15 minutes and an unpaid meal break of 30 minutes.

4.6.3 Employees starting work before 6.00am will be entitled to an additional break of 10 minutes.

4.6.4 If an employee works more than 2 hours after the completion of their ordinary time, they shall be entitled to a break of 15 minutes, with a further 15 minutes for each 2 hours worked thereafter.

4.6.5 Employees working 4 hours shall be entitled to one 10 minute break.

4.6.6 Employees working more than 6 hours will be entitled to a break of 10 minutes and a main meal break of 30 minutes. The main meal break will not be counted as time worked.

4.7 Attendance

4.7.1 Employees shall be ready for work, at their work station between their starting and finishing times and will not leave their work station before their finishing time exclusive of authorised breaks and calls of nature.

An employee who, due to the nature of their work, handle offensive materials, shall be allowed a reasonable time to wash prior to clocking off.

4.7.2 Ordinary Start/Finish

Employees are required to clock on before their ordinary starting time and clock off after their ordinary finishing time. Employees will be paid from their actual start to actual finishing time, within their designated ordinary time.

4.7.3 Overtime

Consistent with the authorised period of overtime, employees working overtime before their ordinary starting time shall be paid as from the time they clock on. Employees working overtime after their ordinary finishing time shall be paid to the time they clock off.

4.7.4 Leaving Site

Employees are required to clock off when leaving the site and clock on upon their return. Employees working in the production area must not leave the site wearing their issued protective clothing.

4.8 Shift Work

4.8.1 Afternoon shift shall be defined as any shift finishing after 6.00pm;

9 Hour Day/4 Day Week Roster - If a shift finishes before 1.30am, a shift penalty equivalent to 15% ordinary time and overtime hours shall be paid.

If a shift finishes at or after 1.30am, a shift penalty equivalent to 20% of ordinary time and overtime hours shall be paid.

4.8.2 8 Hour Day/RDO Accrual Rosters - If a shift finishes at or before 12.00 midnight, a shift penalty equivalent to 15% of ordinary time and overtime hours shall be paid.

4.8.3 Nightshift shall be defined as any shift starting at or after 6.00pm and at or before 4.00am, a shift penalty equivalent to 30% of ordinary time and overtime hours shall be paid.

4.8.4 The starting time for each shift shall determine the day on which the shift is deemed to have been worked.

4.8.5 The main meal break shall be counted as time worked.

4.8.6 Employees will be paid their usual shift penalty for all hours worked on an RDO regardless of starting or finishing time.

4.9 Early Morning Start

4.9.1 Hygiene employees undertaking cleaning work including lavatories, whose ordinary starting time is after 4.00am and before 6.00am Monday to Thursday, shall receive a penalty equivalent to 12 ½ % of ordinary time and overtime earnings.

4.9.2 Hygiene employees, whose ordinary starting time was before 6.00am, as at the 01-10-93, will not be required to start their ordinary hours at 6.00am or later except by mutual agreement.

4.9.3 Employees will be paid their usual 12½ % penalty for all hours worked on an RDO regardless of starting or finishing time.

4.10 Allowances

4.10.1 Attendance Allowance

An attendance allowance shall be paid for each day a full or part time employee works ordinary hours.

4.10.2 Container Allowance

Employees engaged in loading shipping containers without mechanical aids, shall be paid a container allowance for each hour worked.

4.10.3 Dust Money

Employees who are directly engaged in the production of irritating dry powders where mitigating measures are inadequate, shall be paid dust money per day.

4.10.4 First Aid Allowance

Employees who possess a current first aid certificate or equivalent, who are prepared to use their skills and are available to be rostered on call during a shift, shall be paid a first aid allowance.

The OH&S Committee shall establish and maintain the pool of first aid employees to ensure adequate coverage.

4.10.5 Hygiene Allowance

Employees engaged in hygiene duties, which may include the cleaning of lavatories, shall be paid a hygiene allowance for each day of work Monday to Friday.

4.10.6 Tea Money

- (a) 9 hour day/4 day week roster - payable on or after 1 hours overtime has been worked additional to 9 hours ordinary time.
- (b) 8 hour day/RDO accrual roster - payable on or after 1½ hours overtime has been worked, additional to 8 hours ordinary time.
- (c) Sick Leave shall be counted as ordinary time worked for purpose of determining the payment of Tea Money.
- (d) A second Tea Money shall be payable if a further 4 hours overtime is worked additional to the first hour of overtime.
- (e) Tea Money is not payable if an employee works an RDO, Saturday, Sunday or Public Holiday.

4.11 Minimum Daily Engagement

A minimum engagement of 4 hours on any one day shall apply to all employees.

4.12 Temporary Change of Duties

4.12.1 An employee working between one hour and 2 hours, shall be paid the higher rate for the time so worked.

4.12.2 If more than 2 hours are worked in any one day, the employee shall be paid the higher rate for the day.

4.12.3 An employee who is receiving a higher rate of pay than that payable for the work on which they are temporarily undertaking shall have no reduction in pay.

4.13 Transfer of Employees

4.13.1 Employees may be required to work outside their team or area depending on operational requirements on any given day.

To allow for job rotation, enhance job opportunities, training, coverage of leave and other operational requirements, an employee may be transferred between teams, areas or jobs.

Nevertheless, employees will not be required to undertake duties outside their skill and competencies.

4.13.2 Unless the employee agrees transfer of the employee shall not be used as disciplinary measure.

4.14 Protective Clothing and Equipment

4.14.1 Protective Clothing and equipment shall be issued depending upon the type of work and/or the job location.

It is a company requirement that employees correctly wear and use the protective clothing and equipment provided.

4.14.2 Production/ Materials Warehouse/ Maintenance Employees

The Company will issue and launder on a daily basis, a top and bottom which will include a GMP jacket.

The following items will be given to and laundered by each employee:

3 garments	Thermal or, in place of each garment;
each 2 years	3 cotton thermals or 5 pairs of woollen socks.

4.14.3 Finished Goods Warehouse Employees

The following items will be given to and laundered by each employee:

3 garments	Thermal or, in place of each garment;
each two years	3 cotton thermals, 2 track suit pants or 5 pairs of woollen socks.
1 each 2 years	GMP jacket
Each year	3 shirts, 3 T-shirts Plus 3 shorts or trousers.

4.14.4 Issue Dates

- (a) Thermals, cotton thermals, GMP jackets, shall be issued during April, in the calendar year the employees become entitled.
- (ii) Employees who become entitled between May and August, shall be issued garments within 4 weeks. If an employee becomes entitled thereafter, they shall be issued garments the following April.
- (ii) Finished Goods Warehouse employees, once employed on a permanent basis shall be issued garments within 4 weeks.

4.14.5 No additional payment shall be payable to employees who launder garments issued to them.

4.14.6 New garments must be worn once they are issued and the old garments kept as spare.

4.14.7 Protective clothing, which is laundered by the Company shall:

- (a) be replaced as required, for normal wear and tear at work.
- (b) remain the property of the Company
- (c) and must be returned upon termination or termination pay may be with held until return of the garment.

4.14.8 Prior to change of Protective Clothing and/or Equipment, affected employees will be consulted

4.15 High Temperature Working Arrangements

4.15.1 If the temperature in a production area rises to a point of extreme discomfort, the:

Safety Manager

Chairperson of OH&S Committee

Union Delegate of the area

the Manufacturing Manager or other nominated Manager

and in consultation with the employees affected,

will determine the appropriate measures to be taken to provide relief from such conditions.

4.15.2 These measures may include but are not limited to:

The provision of additional drinking water/electrolyte replacement fluids

The provision of cooling neck bands and head bandannas

Additional rest breaks

Transfer of employees to other production lines or work areas

The halting of production

4.15.3 Should production be halted, employees must remain on site and be ready to return to normal duties in the event of a change in conditions. Employees will receive payment in accordance with their normal rate of pay during additional rest breaks or when production is halted.

4.16 Average Weekly Wage Conditions-Maintenance Employees

4.16.1 These conditions may be offered by the company to an individual employee and are only operative if the employee accepts.

4.16.2 Further, these conditions can be terminated and the employment conditions returned to the main Enterprise Agreement by mutual agreement or by one months' notice by the employee or company. See Appendix 1.

5. Leave Provision

5.0 An employee who has commenced leave shall not be entitled to claim other leave for the period of leave commenced, except as provided in Clause 5.2.2.

5.1 Annual Leave

5.1.1 The (NSW) Annual Holidays Act 1944 shall apply other than as provided below.

5.1.2 Entitlement for a full time employee: 4 weeks/144 hours of leave for each completed year of service.

5.1.3 Entitlement for a part time employee shall be on a pro rata basis, proportional to their ordinary hours per week.

5.1.4 Annual leave loading of 17½ % shall be paid when leave is taken. Leave loading shall only be payable after 12 month's service.

5.1.5 An Employee who works on shift or had worked on shift in the period the entitlement was accrued, shall receive an annual leave loading equivalent to their shift penalty if the shift penalty is greater than 17½ %, on a pro rata basis for the period they have spent on shift.

5.2 Bereavement Leave

5.2.1 A permanent, Full Time or Part Time Employee, will be entitled to, without loss of ordinary pay;

(a) 3 days leave upon the death of the employee's

husband or wife	de facto spouse
child	step or adopted child
brother or sister	foster parent
parent	parent-in-law
grandparent	spouse's grandparent
grandchild	brother or sister-in-law

(b) 2 day of leave upon the death of the employee's Aunt or Uncle.

5.2.2 An employee who has commenced other paid leave may claim Bereavement Leave and their Leave entitlement amended.

5.2.3 Within a reasonable time period, an employee applying for Leave may need to supply proof of relationship to and death of family member.

5.3 Family Leave

5.3.1 An employee with responsibilities in relation to a class of person set out in Clause 5.3.4, who needs their care and support shall be entitled to use, in accordance with this Sub Clause, sick leave, (and once sick leave entitlement has been exhausted may use annual leave or long service leave) entitlement for absences to provide care and support for such persons when they are ill.

5.3.2 An employee may not elect to take more than 5 days annual leave in any one calendar year.

5.3.3 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

5.3.4 The entitlement to use sick leave, annual leave, long service leave in accordance with this sub clause is subject to:

the employee being responsible for the care and support of the person concerned; and

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 step 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:

"a relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has two blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

5.3.5 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

5.4 Jury Duty

5.4.1 Employees attending for jury duty, including pre-trial attendance at Court, will be paid for ordinary hours foregone.

5.4.2 Employees in receipt of court reimbursement shall forward such monies to the Company.

5.5 Long Service Leave

5.5.1 The (NSW) Long Service Leave Act, 1955 shall apply other than as provided below.

5.5.2 Entitlement for a full time employee: 2 months (312 hours) for 10 years service plus one month (156 hours) for each 5 years thereafter.

5.5.3 Entitlement for a part time employee shall be on a pro rata basis, proportional to their ordinary hours per week.

5.5.4 Entitlement: Upon termination, pro rata after the first 5 years' continuous service.

5.6 Maternity/Parental Leave

5.6.1 The (NSW) *Industrial Relations Act* 1996 shall apply other than as provided below.

5.6.2 A qualification period of 12 months service, as at the time of the birth of their child, shall apply to benefits under this Clause.

5.6.3 A Female employee eligible for Maternity Leave shall be entitled to a period of up to 12 months of Maternity Leave, 4 weeks of which, including entitlement as per sub Clause 5.6.4 shall be paid Leave.

5.6.4 All eligible employees (male and female) shall be entitled to 2 weeks paid Parental Leave.

If the total period of paid leave is no more than 4 weeks, payment of Maternity/Parental leave will be made on a weekly basis.

5.6.5 Paid Maternity Leave and/or Paid Parental Leave and/or other paid Leave shall be taken in conjunction with, and not in addition to unpaid, Maternity Leave and/or Parental Leave.

5.7 Public Holidays

5.7.1 All public holidays for the Sydney area shall be observed on the dates gazetted and include the following holidays:

New Year's Day	Australia Day
Good Friday	Easter Sunday
Easter Monday	Anzac Day
Queen's Birthday	Labour Day
Christmas Day	Boxing Day

5.7.2 In lieu of any public holiday not being a gazetted public holiday contained in the parent award:

- (a) A full time employee shall be entitled to two Enterprise Agreement days, the first to be taken on Easter Tuesday and the second day between Christmas Day and New Years Day, or by mutual agreement on an alternate day.
- (b) A part time employee shall be entitled to an Enterprise Agreement day falling on a day on which the employee is normally rostered on.

Notwithstanding, a Permanent Part Time Employee shall receive at least one Enterprise Agreement day per year.

5.8 Salary Continuance Leave

5.8.1 As per the insurance policy, permanent full time and part time permanent employees will be entitled to claim for any period of absence in excess of four weeks.

5.8.2 This benefit covers absences due to sickness or injury, which is not work related. Payment of 100% of the employee's ordinary Weekly Wage for a maximum period of two years will be made on documented illnesses accepted by our insuring company.

5.8.3 Two years from your first day of absence relating to the claim, if an employee has not resumed their previous duties, the employee will be deemed to have ceased employment and receive a termination pay made up of accrued entitlements.

5.8.4 An employee whose employment is terminated under this sub clause will not be eligible to an additional employer contribution as per Clause 7.6 Superannuation.

5.9 Sick Leave

5.9.1 Entitlement for a full time employee on a:

9 hour day/4 day week roster, shall be 99 hours /11 days per year.

8 hour Day/RDO Accrual Roster shall be 56 hours in the first year and 96 hours for each subsequent year thereafter. Where applicable entitlement includes RDO accrual payable while on sick leave.

5.9.2 Entitlement for a part time employee shall be on a pro rata basis, proportional to their ordinary hours per week.

- 5.9.3 Permanent or temporary employees shall have their entitlement accredited once the probationary period has been served.
 - 5.9.4 An employee unable to attend for work shall contact their Team Leader/Manager prior to their starting time or as soon as practicable.
 - 5.9.5 An employee who is absent for three days or more must produce a doctor's certificate for each day of absence to substantiate each day of absence.
 - 5.9.6 On the month end following the employee's anniversary date, leave entitlement for the following year will be credited to the employee's account.
 - 5.9.7 If leave entitlement calculated on a pro rata completed month basis is in excess of 144 hours the employee shall have the choice of converting their entitlement in excess of 144 hours as follows:
 - an additional payment
 - or
 - a salary sacrificed contribution into their superannuation account.
 - 5.9.8 Employees who have worked on shift shall receive the appropriate shift penalty on a pro rata completed month basis, on any payment of Sick Leave.
 - 5.9.9 Upon termination, the employees entitlement calculated on a pro rata completed month basis, shall be included in calculating the amount in termination pay.
- 5.10 Unpaid Leave
- 5.10.1 An employee whose leave entitlements have been fully exhausted and who is not eligible for Salary Continuance, may be granted Unpaid Leave for a period of up to three months subject to operational requirements.
 - 5.10.2 Requests for Unpaid Leave will need to be supported with appropriate information and are authorised at the sole discretion of the National Operations Manager.
 - 5.10.3 Such authorised Leave is unpaid and during the period of leave other Leave and entitlements shall cease to accrue, including the accrual of service, but shall not constitute a break in service.

6. Workers Compensation/Accident Pay

- 6.1 The Workplace Injury Management and Workers Compensation Act (NSW) 1998 shall apply other than as provided below.
- 6.2 An employee entitled to payments under the Act shall be further entitled to:
 - 6.2.1 Payment of the difference between the entitlement under the Act and their (ordinary) Weekly Wage.
 - 6.2.2 Payment of the employer contribution as per the Superannuation Guarantee Charge Act 1992, shall include in the employer contribution calculation, payments as per Clause 6.2.1.
 - 6.2.3 This benefit shall apply in the first 52 weeks from the date of injury and be contingent on the employee, undertaking a rehabilitation program prepared by an accredited provider and/or the Cerebos Rehabilitation Coordinator.
 - 6.2.4 An employee who has not resumed their pre-injury duties or who has not been placed in an appropriate alternate position may be dismissed after 12 months from the date of injury.

6.2.5 An employee whose employment is terminated under this Sub Clause will not be eligible to an additional employer contribution as per Clause 7.6.

7. Superannuation

- 7.1 The Superannuation Guarantee Charge Act 1992 shall apply other than as provided below.
- 7.2 Employees who receive a higher employer contribution as at the date of certification shall continue to receive such benefit for the period of the agreement.
- 7.3. An Employee shall nominate upon employment and/or as provided in this Clause, their choice of Fund from the list below:

Cerebos Australia Superannuation Plan (CASP)

or one of the following:

Food Industry Superannuation Trust (FIST)

Superannuation Trust of Australia (STA)

Labour Union Cooperative Retirement fund (LUCRF)

- 7.3.1 On a monthly basis the Employer, Employee and Salary Sacrifice contributions will be forwarded to the employee's nominated Fund.
- 7.4 On the 1st of February each year, commencing from 1st of February 2003, an employee may elect to transfer their total benefit from their existing fund to any of the Funds listed above.
- 7.4.1 Employer, Employee and Salary Sacrifice contributions in the following 12 months will be forwarded to that nominated fund.
- 7.4.2 After the 1st February 2003, an employee may request their rate of pay to be reduced by the amount which they elect in writing to sacrifice each pay period. This will enable the company to make Superannuation contribution equal to this amount for the benefit of the employee to the fund elected from those named below. This reduction in pay for Superannuation purposes will be known as a "salary sacrifice" arrangement. This contribution will be treated as an employer contribution and taxed accordingly.
- 7.4.3 Employee may review their salary sacrifice arrangements once every 12 month period (February each year). The Company recommends employees seek independent financial advice before making a decision to make Superannuation contributions by salary sacrifice.
- 7.5 For all payments of Annual Leave, Long Service Leave and other paid leave, overtime, termination and redundancy payments the pre-salary sacrifice Weekly Wage shall apply.
- 7.6 A Permanent Full Time Employee who resigns from the Company's employment and is eligible to receive early retirement benefits under their nominated Fund, will receive an additional employer contribution as per the table below, on a pro rata completed month basis.

7.6.1

Length of service	Benefit	Length of Service	Benefit
5 years	\$5,000	13 years	\$11,700
6 years	\$5,700	14 years	\$12,600
7 years	\$6,300	15 years	\$13,500
8 years	\$7,200	16 years	\$14,400
9 years	\$8,300	17 years	\$15,300

10 years	\$9,000	18 years	\$16,200
11 years	\$9,900	19 years	\$17,100
12 years	\$10,800	20 years & thereafter	\$18,000

7.6.2 A Permanent Part Time Employee who resign from the Company's employment and is eligible to receive early retirement benefits under any funds listed above, will receive an additional employer contribution as per the table above, on a pro rata basis proportional to their ordinary hours per week and on a pro rata completed month basis.

7.6.3 In the 12 months from the date a Permanent Full Time Employee transfers to Permanent Part Time, a Permanent Part Time Employee shall receive the same benefit as a Permanent Full Time Employee.

8. Employment Status

8.1 Documentation upon Employment or Variation

An employee's employment status shall be defined in writing upon employment or variation.

8.2 Permanent Employees

8.2.1 Full Time Employees shall be directly employed by the company, on a 36 ordinary hours per week basis.

8.2.2

(a) Part time employees shall be directly employed by the company on a 16 hours to 30 ordinary hours per week basis. If agreed by the appropriate Union delegate a lesser number of hours may be worked. Part time employees will be rostered for regular hours on regular days.

(b) Overtime shall apply after 9 hours per day, if site roster is 9 hour roster and 8 hours if 8 hour roster, or over 30 ordinary hours per week, other then as provided in Clause 4.2.7.

8.2.3

(a) Apprentices shall be directly employed by the Company as per Metal, Engineering & Associated Industries Award 1998 and this agreement.

(b) Weekly Wage for Apprentices shall be based on the Award % and the Cerebos Trades Persons Weekly Wage as per Clause 9.7.2., and used for all purposes.

8.3 Transferring between Permanent Full Time and Part Time

8.3.1 Full Time Employees may request transfer to part time and vice versa.

8.3.2 Employees transferring to part time shall have the right to return to a permanent full time position up to one month from the date of transfer.

8.3.4 All leave entitlements including, Long Service Leave calculated on a pro rata completed month basis, shall be expressed in hours and remain unchanged when an employee transfers between full time and part time or vice versa.

8.4 Temporary Employees

8.4.1 A temporary employee will be directly employed by the company for a minimum of 4 weeks and a maximum of 6 months (26 weeks) in any single period of employment.

8.4.2 If an employee's employment in successive periods in the previous 12 months, totals 6 months or more, their employment status shall be reviewed.

8.4.3 Temporary employment will not be used to hire and re-hire employees who may otherwise be permanently employed.

8.4.4 Employees may be employed on a full time or part time basis and designated as follows:

(a) Specific Period

A specific period with the date of termination known to the employee at the date of employment. By mutual agreement, the period of employment may be extended and a new termination date fixed.

(b) Specific Task

A specific task with the date of termination being when that task has been completed rebuilding up of promotional stocks.

8.5 Casual Employees

8.5.1 The number of casual employees that may be engaged on any one day shall not exceed 15% of the permanent workforce.

8.5.2 Casual employees shall be utilized to cover short term absences, unexpected peaks in production or special projects.

8.5.3 Such employees shall be paid by the hour and receive the appropriate rate for their classification Plus 30% casual loading (including annual leave payment).

8.5.4 Overtime shall apply after 9 ordinary hours per day, if site roster is 9 hour roster and 8 hours if 8 hour roster, or over 36 ordinary hours per week.

8.5.5 All workers supplied by a labour hire company or agency shall be paid the appropriate casual rate for the duties performed and the terms and conditions as per Clause 4.1, 4.5, 4.6, 4.7, 4.8, 4.10, 4.11, 4.14, 4.15, Clause 5.5, 5.7, Clause 8.5, and Clause 9 of this Enterprise Agreement.

8.6 Protection of Employee Entitlements

8.6.1 In the event that Cerebos (Australia) Limited entered into a contract to sell and/or transfer ownership of any part of the business covered by this Enterprise Agreement, Cerebos will convene, as soon as practicable, a meeting of the parties to this Agreement to discuss the arrangements that may impact on the security of accrued entitlements of the employees affected.

8.6.2 The AMWU and NUW will have the right to raise the security of accrued entitlements of the employees affected as a dispute to the Industrial Relations Commission of New South Wales.

8.6.3 The Company shall not, except when agreement is reached with the relevant Union to do so, transfer the employment of employees to another employing entity where those employees will return to perform work on the site including as contract labour, or where those employees may not secure accrued entitlements due to them in the event they cease work at the site.

8.7 Probationary Period

8.7.1 A maximum period of 8 weeks shall apply to all new employees. Employment in the previous 12 months (52 weeks) shall be counted in calculating the probationary period.

8.7.2 During a probationary period, employees may terminate their employment with 1 day's notice or forfeiture. If an employee is found to be unsuitable, their employment may be terminated with 1 day's notice or payment in lieu.

8.7.3 If employment is terminated by the company, the termination pay shall be made up of payment for time worked plus a 30% of ordinary and overtime earnings for the total period of employment.

8.8 Maternity Leave Replacement Employees

8.8.1 Replacement employees may be employed on a full time or part time basis.

8.8.2 Such employees may be employed in one unbroken period, for a maximum of 12 months. (52 weeks).

8.8.3 Should an employee on Maternity Leave not return to work, the employment status of the replacement employee shall be reviewed.

9. Wages and Allowances

9.1 Weekly Wages and Allowances shall be as set out in the Wages and Allowances Schedule below.

9.1.2 The first increase of \$31 or 4%, (whichever is the higher) in Weekly Wages and allowances to increase as per the schedule below.

The increases to apply as from the first full pay period on or after the date of Certification.

9.1.3 The second increase of \$31 or 4%, (whichever is the higher) in Weekly Wages and allowances to increase as per the schedule below.

The increases are to apply from the first full pay period on or after 1 October 2005.

9.2 For mechanical, site services and electrical trades employees, the tool and similar allowances are already included in the existing rates of pay.

9.3 An amount for the payment of wages by electronic transfer has already been included in the existing rates of pay.

9.4 Allowances shall be paid in addition to ordinary and overtime earnings.

9.5 Allowances to be paid as per this schedule or the Parent award, which ever is the higher.

9.6 The pay period shall be Sunday to Saturday with the pay being transmitted on the Tuesday. All rates and allowances have been corrected to the nearest 5c.

Time payments will be calculated to the nearest minute.

9.7.1 Wages and Allowances Schedule

Classification	October 2003 Weekly Wage Current	October 2004 Weekly Wage \$31 or 4%	October 2005 Weekly Wage \$31 or 4%
Electrical Trades Special Class	1,082.30	1,125.60	1,170.60
L/H Maintenance/Dual trade	985.10	1,024.50	1,065.50
Mechanical Trades Special Class	944.60	982.40	1,021.70
Trades Person/Site Services	855.20	889.40	925.00
Supervisor	855.20	889.40	925.00

Supervisor	841.30	875.00	910.00
Supervisor	817.90	850.60	884.60
Supervisor/Coordinator	807.80	840.10	873.70
Loader	807.80	840.10	873.70
Leading Hand Factory	789.80	821.40	854.20
Forklift Driver -Warehouse	788.20	819.70	852.50
Forklift Driver - Factory	780.30	811.50	844.00
Warehouse-Order Picker Checker	775.30	806.30	838.60
M01/Mixer/Cook/QC/QA	770.70	801.70	832.70
M02/Assistant Cook	754.70	785.70	816.70
M03	750.60	781.60	812.60
Skilled Packer/Assistant Order Picker	743.90	774.90	805.90
General Hand/not otherwise classified	671.10	702.10	733.10
Entry Level (Probationary period only, unless classified above)	595.40	626.40	657.40
Attendance Allowance	3.40	3.50	3.60
Container Allowance/hour	5.65	5.65	5.65
Dust Money/shift	2.50	2.50	2.50
First Aid Allowance/shift	2.70	2.70	2.70
Hygiene Allowance/shift	5.35	5.35	5.35
Tea Money per meal	9.25	10.00	12.00

9.7.2 The Weekly Wage for Apprentices shall be based on Cerebos Trades Persons Weekly Wage and shall be as per table below:

4-year Term Apprenticeship	% of Cerebos Trades Person Weekly Wage	October 04 Weekly Wage	October 05 Weekly Wage
First Year	42	\$373.50	\$388.50
Second Year	55	\$489.20	\$508.70
Third Year	75	\$667.00	\$693.70
Fourth Year	88	\$782.70	\$814.00

10. Employee Grievance Procedure

10.1 The parties to this agreement will take all reasonable steps to ensure that the following procedure is followed responsibly and expeditiously.

In each step in this process the matter raised should be dealt with within one working day but it is acknowledged that some matters may take longer to resolve.

10.2 Should any work related matter arise which gives concern to an employee, such matters should be raised with the immediate Team Leader/Manager and if unresolved, the Manager of the area.

10.2.1 If the matter remains unresolved, the Human Resources Manager or other nominated Manager and the Union Delegate(s) concerned will discuss and attempt to resolve the matter.

10.2.2 If the matter is not resolved, the relevant Union Official(s) will be asked to assist in resolving the problem.

10.2.3 If the matter remains unresolved, either party shall have the right to notify the dispute to the Industrial Relations Commission of New South Wales.

10.3 The parties shall at all times confer in good faith and without delay.

- 10.4 While the above procedure is being followed, work shall continue normally, except in cases where a bona fide safety issue is involved. No party should be prejudiced as to the final settlement by the continuance of work in accordance with this Sub Clause.
- 10.5 Throughout this process, the "status quo" shall remain. "Status Quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

11. Employee Counselling Procedure

- 11.1 Employees shall be given every reasonable opportunity to be informed and assisted in meeting company requirements prior to the application of the procedure below.
- 11.2 The following procedure is to ensure each employee is made aware of Company requirements and to assist in their compliance. Employees should be informed, advised or directed to comply with company requirements, in the presence of a delegate.
- 11.2.1 If an employee fails to meet a company requirement, the employee's Team Leader/Manager shall discuss the failure with their immediate manager. The employee, in the presence of a delegate, shall be formally interviewed by the Team Leader/Manager in the presence of the Human Resources Manager or other nominated Manager.
- 11.2.1
- (a) A first warning note shall be issued documenting the company requirements. The employee shall also be warned that a further three failures to meet company requirements within the following twelve months, will result in termination of employment.
 - (b) Those present shall sign the document as an acknowledgment of their presence when it was issued. The original document shall be kept in the employee's personnel file. A copy shall be issued to the employee.
- 11.2.2 If an employee again fails to meet a Company requirement, the employee's team leader/manager shall discuss the failure with their immediate manager. The employee, in the presence of a Delegate, shall be formally interviewed by the Team Leader/Manager in the presence of the Human Resources Manager or other nominated Manager.
- (a) A second warning note shall be issued documenting the company requirements. The employee shall also be warned that a further two failures to meet company requirements within the following twelve months will result in termination of employment.
 - (b) Those present shall sign the document as an acknowledgment of their presence when it was issued. The original document shall be kept in the employee's personnel file. A copy shall be issued to the employee.
- 11.2.3 If an employee again fails to meet a Company requirement, the employee's Team Leader/Manager shall discuss the failure with their immediate manager. The employee, in the presence of a Delegate, shall be formally interviewed by the Team Leader/Manager in the presence of the Human Resources Manager or other nominated Manager.
- (a) A final warning note shall be issued documenting the company requirements. The employee shall also be warned that a further failure to meet company requirements within the following twelve months will result in termination of employment.
 - (b) Those present shall sign the document as an acknowledgment of their presence when it was issued. The original document shall be kept in the employee's personnel file. A copy shall be issued to the employee.

- 11.3 If a failure to meet a Company requirement is of particular seriousness, steps 11.2.1 and 11.2.2 need not be followed and a final warning note issued.
- 11.4 If an employee again fails to meet Company requirements, the employee's employment shall be terminated.
- 11.5 A failure to meet company requirements may cover a number of different issues at different times.
- 11.6 Should an employee meet company requirements, any warning notes relating to the failure shall be destroyed after twelve months from the date of issue of the last warning.
- 11.7 Should an employee fail to observe duties and obligations arising out of the employment relationship in a deliberate and/or extreme manner, the above procedure need not be followed and the employee may be summarily dismissed, in the presence of a delegate.
- 11.8 Prior to an employee being interviewed, as part of an investigation, the employee shall be asked if they require a delegate to be present.

12. Consultative Arrangements

12.1 Single Bargaining Unit

12.1.1 Both the AMWU and NUW agree to continue with a Single Bargaining Unit for the purpose of enterprise agreement negotiations and other issues.

12.1.2 The formation of a Single Bargaining Unit shall not prejudice the rights of individual unions to deal with any matter of concern to their respective membership.

12.2 Accredited Union Officials

12.2.1 An integral part of this Enterprise Agreement, is the acknowledgment of the role played by accredited Union Officials. Officials have access to their members on site during working hours.

12.2.2 Officials attending site are required to notify the Human Resources Manager of their intention to visit site: upon arrival and of the purpose of their visit.

12.3 Occupational Health and Safety Committee

12.3.1 An OH&S Committee, consisting of elected employee representatives and management personnel, has been formed in accordance with the NSW *Occupational, Health and Safety Act 2000*.

12.4 Labour Requirements Review Process

12.4.1 On a three monthly basis, a meeting of the Company, AMWU and NUW delegates will review the use of permanent, temporary and casual labour in Production, Materials Warehouse and Finished Goods Warehouse.

12.4.2 On a total ordinary hours worked basis (exclusive of any forms of leave), in the previous three months, if the hours worked by Temporary, Casual and labour hire workers exceeds 15 % of hours worked by permanent employees, the hours in excess will be the basis for the hiring of additional permanent employees.

12.4.3 The percentage difference shall be calculated as per the following example:

Example only

1. Total ordinary hours worked by Casuals/Temporary employees = 9,660 hrs

2. Total ordinary hours worked by permanent employees = 50,000 hrs
3. % usage = $9,660/50,000 \times 100 = 19.3\%$
4. Theoretical 15% level = $0.15 \times 50,000 = 7,500$ hrs
5. Hours excess to 15% level = $9,660 - 7,500 = 2,160$ hrs
6. Resulting number = $2,160/12$ weeks/ 36 hours = 5

Therefore as a result of this example review five (5) additional employees would be recruited.

12.4.4 When the resulting number is determined, this number will be employed as permanent employee(s). Recruitment of new employees will be as soon as practicable.

12.4.5 If there is an extraordinary labour requirement that is unlikely to be sustained beyond a 6 month period, this shall be taken into consideration to prevent unnecessary future terminations.

12.4.6 As part of the employment selection process, all current temporary and casual employees shall be given preference for full-time vacancies.

12.4.7 This clause is not intended to impact or alter Clause 8.5 Casual Employees, of this Agreement

12.5 Introduction of change

12.5.1 Where the Company has made a definite decision to introduce major changes in production organisation, structure or technology that are likely to have a significant effect on employees, the Company shall notify the employees who may be affected by the proposed changes and their union or unions.

12.5.2 "Significant effects" include termination of employment, major changes in the, operation or size of the employer's workforce or in the skills required; the alteration of hours of work; the need for retraining and the restructuring of jobs.

12.5.3 The Company shall discuss with the employees affected and their union or unions, the introduction of the changes referred to in sub clause 12.5.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate if practicable the adverse effects of such changes on employees and shall give consideration to matters raised by the employees and/or their unions in relation to the changes.

12.5.4 The discussions shall commence as soon as practicable after a definite decision has been made by the Company to make the changes referred to in sub clause 12.5.1 thereof.

12.5.5 For the purposes of such discussion, the Company shall provide all relevant information about the changes provided that the Company shall not be required to disclose confidential information the disclosure of which may be inimical to the Company's interests.

12.6 Capital Projects/Maintenance Works - Contractors

12.6.1 The Company undertakes to involve Cerebos Maintenance Employees during the planning phase of relevant capital projects and/or maintenance work, provided that the Company shall not be required to disclose confidential information, the disclosure of which may be unfavourable and/or hostile to the Company's interest.

12.6.2 Prior to the commencement of capital projects and/or maintenance work, the Engineer(s)/Manager(s) responsible for the work shall advise those listed below, as to the nature of the work proposed to be undertaken by contractors including the reasons for the use of contractors and the reasons why the work may not be carried out by Cerebos Maintenance Employees:

the appropriate Section Leading Hands

Cerebos Maintenance Employees, who will be associated with the project, project outcome and/or the contractors involved

AMWU Maintenance Delegate

- 12.6.3 The Company shall ensure that contractors undertaking capital project and/or maintenance work have public liability insurance, workers compensation insurance and observe other statutory requirements applicable to workers on site.
- 12.6.4 Contractors and their employees shall be required to observe the Company's conditions of entry which include environmental (EPA) requirements, quality requirements (HACCP), safety requirements and other requirements.
- 12.6.5 On occasions where specialists and/or overseas contractors are to be utilised, Cerebos Maintenance Employees will work with the contractors, as appropriate, to ensure knowledge required to maintain equipment is acquired on a ongoing basis.
- 12.6.6 If necessary, additional training will be provided to ensure that wherever practicable maintenance of equipment is carried out by Cerebos Maintenance Employees.
- 12.6.7 Contractors shall have relevant trade qualifications and be paid no less than an equivalent Cerebos Maintenance Employee as per the provisions of this Agreement.
- 12.6.8 In the event of the retirement of a Maintenance Employee, prior to making a decision, the Company will consult with the AMWU Maintenance Delegate, if it intends to replace the employee with a contractor.

13. Competency Based Classification Structure

13.1 Development Timetable - Stages and Completion Dates

The Timetable for the development of a new Competency Based Classification Structure to be as detailed below:

November 2004 A new Development Committee ("the Committee") shall be formed to oversee the development process.

Membership of the Committee, shall consist of a maximum of:

five AMWU Delegates plus an AMWU Official

three NUW Delegates plus an NUW Official

four management members nominated by the Company.

The Organisational Development Manager will have responsibility for co coordinating the Committee.

External expertise may be utilized if agreed by both Union and Company members of the Committee.

March 2005 Committee to agree on the process to be used to achieve outcomes outlined in the timetable.

May 2005 Review and update existing task reports and where necessary undertake new task analysis.

- | | |
|----------------|--|
| September 2005 | A process of competency matching will be undertaken |
| March 2006 | Committee to formulate and recommend a new Competency Based Classification Structure. |
| June 2006 | Review and if necessary amend, existing training and assessment structure. Identify additional training and assessment materials as required. Determine career progression methodology |
| August 2006 | Develop timelines for implementation of the Competency Based Classification Structure. |
- Setting of the Weekly Wages and other conditions for each classification will be included in negotiations for the next Enterprise Agreement.
- 13.2 During the period of this Agreement, the development of the new Competency Based Classification Structure and/or issues that may arise from the development process, shall not be subject to industrial action either threatened or taken.
- 13.3 The new classification structure shall be Cerebos specific and aligned to the Australian Qualifications Framework as recognised nationally by the Australian National training Authority.
- 13.4 Wherever practicable Training Modules accredited by the Vocational Education Training Board will be used.
- 13.5 The new Competency Based Classification Structure is to be broadly based, and generic in nature.
- 13.6 Until the development process is completed, an employee may request an assessment, by an accredited assessor, of the skills and competency utilised in their current role. The appropriate Manager will consult the employee and accredited assessor to determine the appropriate classification.
- 13.7 Maintenance classifications shall not be included in the new Classification Structure and are to remain as detailed in Clause 25.

14. Workplace Relations Procedure

- 14.1 a Good Workplace Relations Environment Requires, the Orderly Resolution of Issues and Concerns With Minimal Effect on the Company's Business as Well as the Livelihoods of Those Participating in the Process.
- 14.2 Delegates can play a vital role in representing the interest of employees and resolving conflict. The following procedure is an acknowledgment of their role.
- 14.3 Delegates and employees attending authorised meetings as per this clause shall do so without loss of ordinary pay. Continuity of production, other operations and services should be maintained during such authorised meetings.
- 14.3.1 Delegates who are going to be absent from their work station to attend to any matter authorised, the seeking of authorisation or attending a meeting with a Manager as per this procedure, shall advise his/her Team Leader/Manager accordingly.
- 14.3.2 If a meeting of employees of part or all of the site is to be called, the Human Resources Manager or other nominated Manager shall be advised of the following, and his/her authorisation sought.
- (a) purpose of the meeting
 - (b) requested length of meeting

- (c) number of employees to attend
 - (d) work areas of those to attend
 - (e) at the expiry of the authorised length of meeting, further authorisation shall be sought if the meeting is to continue.
- 14.4 If a delegate needs to attend offsite Trade Union training or meeting authorised by the union,, the Human Resource Manager or other nominated Manager shall be advised of;
- (a) Purpose of training or meeting
 - (b) Length of time requested and authorisation sought. Such authorisation will not be unreasonably refused.
- 14.5 A Union Delegate who is recalled to attend work by the Company, including on a RDO, will be paid a minimum of 4 hours at the appropriate overtime rate.
- 14.6 If a planned meeting is of particular importance or interest to a delegate, if possible a date should be set to allow the delegate to attend.
- 14.7 If a delegate is on leave (including an RDO) and a matter of particular importance and urgency arises, the delegate will be contacted and informed accordingly.
- 14.8 A delegate attending an authorised outside of their ordinary hours, including training and/or meeting off site during a period of leave (including an RDO), shall be granted equivalent hours of time in lieu or other mutually agreed arrangements.
- 14.9 If a delegate holds an elected position in a union forum, payment for attendance at the forum will be in accordance with this Clause.

15. Redundancy

- 15.1 The Company will make every reasonable effort to maintain permanent employment and redeploy employees in a comparable role wherever practicable.
- 15.2 Employees must undertake appropriate training which will be provided and make every effort to succeed in the new role.
- 15.3 If an employee's employment is terminated by reason of redundancy, the provisions of this Clause shall apply.
- 15.4 The Company shall have sole discretion to select employees in the event of genuine, voluntary and/or forced redundancy. A selection criteria shall be used in forced redundancy situations.
- 15.5 Notice Conditions
- The employee shall be given at least 4 weeks notice of the date of termination, or payment in lieu.
- The Company shall inform the employee of the redundancy and the determined date of termination in writing.
- 15.6 Severance Pay
- Four weeks pay for each year of service on a pro rata complete month basis.
- 15.7 Severance pay and/or notice benefits will be payable notwithstanding that the Company arranges suitable alternative employment with another employer.

15.8 Severance pay and/or notice benefits will not be payable where redeployment is arranged within the Company.

15.9 Voluntary Redundancy

If an employee volunteers to be considered for and accepts termination of their employment on the basis of redundancy, a maximum payment of 60 weeks, made up of payment in lieu of notice and severance pay, shall apply.

15.10 Forced Redundancy

No maximum payment shall apply.

15.11 Benefits under this Clause shall only apply to:

Permanent full time employees

Permanent part time employees.

15.12 In the 12 months from the date a Permanent Full Time Employee transfers to permanent part time, the employee shall receive the same benefit had they remained to be employed on a Permanent Full Time basis.

15.13 Definition of Service

15.13.1 Service shall be the same as that defined in the (NSW) *Long Service Leave Act 1955*.

15.13.2 Service as an apprentice shall also be included.

15.14 Consultation

15.14.1 The Company must consult with the relevant Union and employees if any employee is to be made redundant before any termination notices are issue

15.14.2 The discussions will take place as soon as practicable after the employer has made a definite decision which will invoke the provisions of paragraph 15.14.1 hereof and shall cover the reasons for the proposed terminations, measures if practicable to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

15.14.3 For the purposes of such discussion, the Company shall, as soon as practicable provide in writing to the employees concerned and their Union or Unions, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number or workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information the disclosure of which may be inimical to the employer's interest.

For and on behalf of

Cerebos (Australia) Limited

Dated this 17th day of December 2004

AMWU

Dated this 22nd day of December 2004

NUW

Dated this 20th day of December 2004

CEPU

Dated this 22nd day of December 2004

APPENDIX 1

AVERAGE WEEKLY WAGE CONDITIONS

16. Purpose

- 16.1 It is intended that the conditions in this appendix will contribute to the building of a work environment in which the quality of maintenance work is optimized, as well as an environment that enhances the quality of life of each employee.
- 16.2 Employees undertake, in the areas in which they are qualified, to train and/or assist in the training of other employees in gaining appropriate skills and qualifications.
- 16.3 Responsibility for work undertaken, and ownership of the work performed, will be the norm. Each employee, with the assistance of the Maintenance Manager and/or other nominated Manager, undertake to carry out their duties without the need for direct supervision.

17. Operation

- 17.1 These conditions are only operative if the company offers the conditions to individual employee(s) and the employee(s) accept.

18. Average Weekly Wage

- 18.1 The average weekly wage shall encompass all payments and entitlements under the Parent award, relevant statutes and the Cerebos Foods - Seven Hills Enterprise Agreement, 2004 ("Enterprise Agreement") except for those in this Appendix.
- 18.2 The average weekly wage shall be used for all other purposes except when indicated otherwise in this Appendix.
- 18.3 Other than provisions contained in this Appendix, all other entitlements shall be as per the Enterprise Agreement.
- 18.4 Wages Schedule

Classification	October 03	October 04	October 05
Electrical Trades Special Class	1,393	1,449	1,507
L/H Maintenance/Dual Trade	1,266	1,317	1,369
Mechanical Trades Special Class	1,213	1,262	1,312
Site Services/Trade Person	1,096	1,140	1,185

- 18.5 In each week, excluding periods of absence or leave, Tea Money shall be paid in addition to the average weekly wage.
- 18.6 Shift penalty shall be as per Enterprise Agreement provision and shall be paid in addition to the average weekly wage.
- 18.7 The number of hours in a day for any leave purpose shall be defined as 48 hours divided by 5.

19. Average Weekly Hours

- 19.1 The average weekly hours will be an average of 48 hours per week and shall be worked at mutually agreed times, Monday to Friday. These may change from time to time, depending on the needs of the business.
- 19.2 Normal hours are 6.00 a.m. to 6.00 p.m.
- 19.3 An example of hours of work maybe 4 days at 9 hours and 1 day of 12 hours in a given week. It is necessary that at least 4 hours of the 12 hour day may be used for preventative maintenance.
- 19.4 A record shall be kept of all hours worked by each employee and signed weekly by the Employee and Maintenance Manager or other nominated Manager.

20. Additional Time, Call Outs and Weekend Work

- 20.1 There shall be an additional hours bank of 60 hours per year.
 - 20.1.1 Time in addition to the average weekly hours, call outs and weekend work must have prior approval of the Maintenance Manager or other nominated Manager.
 - 20.1.2 Time worked in addition to the average weekly hours shall, for each hour (or part thereof) worked, be deducted from the additional hours bank or reduce the following weeks average weekly hours.
- 20.2 If preventative maintenance is unable to be done Monday to Friday, it may be necessary to occasionally work on the weekend. Employees must be rostered on a fair and equitable basis.
- 20.3 Call outs will entail a deduction, of a minimum of 4 hours on each occasion, or for as long as the job requires.
 - 20.3.1 Employees may be rostered to be on call. If a call is not answered within a reasonable time, the Company may engage a contractor to do the work.
- 20.4 Weekend work shall be deducted for each hour (or part thereof) worked.
 - 20.4.1 If regular weekend production and/or maintenance work is undertaken, the parties have the right to review this agreement.
- 20.5 Hours deducted from the additional hours bank shall be totalled at the end of each sixth month period, October to March and April to September.
 - 20.5.1 If the total hours deducted are greater than 30, the employees shall be entitled to a reduction in average weekly hours, Monday to Friday of 1 3/4 for each hour over 30.
 - 20.5.2 The parties will make every reasonable effort to clear such reductions in average weekly hours within 4 weeks.
 - 20.5.3 If the total hours deducted are less than 30 eg. 26 hours, this shall have no effect on average weekly hours or additional hours bank in the following period.

21. Additional Leave

- 21.1 Employees shall be entitled to 4 weeks additional leave per year paid at the average weekly wage. If applicable, the appropriate shift penalty shall also be paid when the leave is taken, paid out each year or upon termination.
 - 21.1.1 Additional leave shall be taken by mutual agreement. This leave may be taken a day at a time, Monday to Friday, depending on the needs of the business.

- 21.1.2 The entitlement shall be credited in advance in the first full pay week on or after the 1st December each year. Unused leave in excess of 4 weeks shall be paid on as a cash benefit or paid in the form of a salary sacrificed contribution into their superannuation account.
- 21.2 If there is insufficient maintenance work, after consultation with those affected and one months notice, the company may require employees to take additional leave.
- 21.3 Upon termination, the balance of additional leave entitlement calculated on a pro rata completed month basis shall be taken into account in determining the amount of termination pay.

22. Annual Leave

- 22.1 The (NSW) Annual Holidays Act 1944 shall apply other than as provided below.
- 22.2 Entitlement: 4 weeks / 192 hours per year

23. Long Service Leave

- 23.1 The (NSW) *Long Service Leave Act* 1955 shall apply other than as provided below.
- 23.2 Entitlement: 2 months (413 hours) for 10 years service plus one month (206 hours) for each 5 years thereafter.
- 23.3 Entitlement: Upon termination, pro rata after the first 5 years' continuous service.

24. Sick Leave

- 24.1 Sub Clause 5.9 in the Enterprise Agreement shall apply other than as provided below.
- 24.2 Entitlement: 119 hours per year

25. Qualifications, Licenses and Training

- 25.1 Minimum Requirements

Detailed for each level below shall be the minimum required:

qualifications,

certificates,

training

and licenses issued by the Office of Fair Trading (NSW).

- 25.2 Electrical Trades Special Class

25.2.1 Classification Requirements:

Electrical Contractor License - Individual (an Electrical Contractors Licence - Company/Partnership is not acceptable)

or

Qualified Supervisor Certificate - Electrical Work

and

one of the following:

Industrial Electronics Certificate or current TAFE equivalent

or

Equivalent subjects towards an Associate Diploma or Degree in Electrical Engineering (acceptable to the Company)

or

Qualification in Information Technology relating to the maintenance, fault finding and installation of industrial networks, servers and supporting software.

Plus Other Proficiencies:

- (a) Programming & trouble shooting 3 types of PLC brands (including Allen Bradley)
- (b) Competent in understanding & troubleshooting SCADA software and associated data bases.
- (c) Competent in understanding and programming Allen Bradley panel views.
- (d) Implementing preventative maintenance schedules.
- (e) Competent in following company SOP's.
- (f) Current First aid Certificate

25.3 Leading Hand Maintenance

25.3.1 Classification Requirements:

Appointment to Leading Hand Maintenance role

and

Fitter and Turner Craftsman (certificate of proficiency)

and

Industrial pneumatics TAFE or equivalent

and

Non-Contractors Licence - Restricted Electrical Licence

plus

Other Proficiencies

- (a) Maintaining ink jet coder equipment & other site specific specialized equipment
- (b) Implementinghygienic welding (TIG argon purge welding).
- (c) Competent in enclosed vessel entry.
- (d) Organise, lead and plan maintenance work as necessary.

- (e) Demonstrate maintenance and trouble shooting capabilities across all production and service lines.
- (f) Train the trainer and Assessors capable.
- (g) Competent in following Company SOP's.
- (h) Developing & implementing preventative maintenance
- (i) Current First aid Certificate

25.4 Dual Trade

25.4.1 Classification Requirements:

Electrical Contractor License - Individual
(an Electrical Contractors Licence - Company/Partnership is not acceptable)

or

Qualified Supervisor Certificate - Electrical Work

and

Fitter and Turner Craftsman (certificate of proficiency)

plus

Other Proficiencies

- (a) Maintaining ink jet coder equipment and other site specific specialised equipment
- (b) Implementinghygienic welding (TIG argon purge welding).
- (c) Competent in enclosed vessel entry.
- (d) Competent in following Company SOP's.
- (e) Current First aid Certificate

25.5 Mechanical Trades Special Class

25.5.1 Classification Requirements:

Fitter and turner Craftsman (certificate of proficiency)

and

Industrial pneumatics TAFE (or equivalent).

and

Non-Contractors Licence - Restricted Electrical Licence

Plus

Other Proficiencies:

- (a) Maintaining ink jet coder equipment and other site specific specialised equipment
- (b) Implementing hygienic welding (TIG argon purge welding).
- (c) Competent in enclosed vessel entry
- (d) Competent in following Company SOP's
- (e) Current First aid Certificate.

25.6 Site Services

25.6.1 Classification Requirements:

Open Boiler Ticket DIR/WorkCover

and

Refrigeration Plant operator TAFE

and

Trade waste treatment TAFE or equivalent.

Plus

Other Proficiencies

- (a) Developing and implementing lubrication schedules.
- (b) Knowledge of environmental regulations eg. EPA, trade waste.
- (c) Competent in enclosed vessel entry.
- (d) Competent in following Company SOP's.
- (e) Current First aid Certificate.

25.7 Trades Person

25.7.1 Classification Requirements:

Fitter and Turner craftsman (certificate of proficiency)

or

Electrical Contractor License - Individual
(an Electrical Contractors Licence - Company/Partnership is not acceptable)

or

Qualified Supervisor Certificate - Electrical Work

Plus

Other proficiencies:

- (a) Competent in enclosed vessel entry.

- (b) Competent in following Company SOP's.
- (c) Current First aid Certificate.

26. Training and Skills Enhancement

- 26.1 The company undertakes to pay the fees for Company approved training courses that assist employees to achieve the qualifications, licences and other proficiency's as per Clause 22. The number of employees in each classification will be dependent on the needs of the business.
- 26.2 Attendance at courses supporting the required qualifications, licence or other proficiency's may only be approved by the Maintenance Manager or other nominated Manager.
- 26.3 The Maintenance Manager or other nominated Manager may approve a reduction in average weekly hours equivalent to the number of hours of course attendance.
- 26.4 The Office of Fair Trading NSW advises that if an employee is required to have an Electrical Contractor Licence - Individual as part of their employment conditions, Continuing Professional Development (CPD) licensing requirements will need to be maintained.

27. Capital Projects

- 27.1 Those covered by this Appendix may be invited to quote on capital projects.
- 27.2 Employees should only submit a quote, if they are quoting as a registered business and have appropriate public liability insurance and workers compensation insurance as required for all contractors.
- 27.3 The Australian Taxation Office has a number of requirements relating to the distinction between employees and contractors, which should be considered.

28. Redundancy

- 28.1 Clause 15 in the Agreement shall apply other than as provided below.
- 28.2 The weekly rate of pay to be used in calculating all redundancy payments, shall be that for the appropriate classification Weekly Wage appearing in the Enterprise Agreement.

29. Worker's Compensation

- 29.1 Clause 6 in the Enterprise Agreement shall apply other than as provided below.
- 29.2 The weekly wage to be used in calculating all Worker's Compensation benefits shall be the appropriate classification Weekly Wage appearing in the Enterprise Agreement.

30. Notice of Termination of Appended Conditions

- 30.1 The conditions in the Appendix can be terminated and conditions revert to the Enterprise Agreement by mutual agreement or by one months (4 weeks) notice by the Employee or the Company.

31. Conditions to Continue

- 31.1 The conditions in this appendix shall continue to be in force until altered or replaced by mutual agreement should the Enterprise Agreement no longer be able to be enforced.

APPENDIX 2

ANTI-DISCRIMINATION

32. It is the intention of the parties to this agreement to seek to achieve the object in s 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
33. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
34. Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
35. Nothing in this clause is to be taken to affect:
 - any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act* 1977; a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
36. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this Appendix.