

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/266

TITLE: **Enrico's Kitchen & NUW Enterprise Agreement 2005**

I.R.C. NO: IRC6/1576

DATE APPROVED/COMMENCEMENT: 24 March 2006 / 1 February 2006

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 28 July 2006

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Enrico's Kitchen, located at 14-16 Cavasinni Place, Wetherill Park NSW 2164, who fall within the coverage of the Grocery Products Manufacturing (State) Award.

PARTIES: Enrico's Kitchen -&- the National Union of Workers, New South Wales Branch

ENRICO'S KITCHEN & NUW ENTERPRISE AGREEMENT 2005

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PART A

1. TITLE

This Agreement shall be known as the:

ENRICO'S KITCHEN & NUW ENTERPRISE AGREEMENT 2005

2. PARTIES BOUND

This Agreement is binding upon;

The National Union of Workers, New South Wales Branch, 3-5 Bridge Street, Granville NSW 2142, and its members (**the Union**)

Enrico's Kitchen, 14 – 16 Cavasinni Pl. Wetherill Park NSW 2164, (the Company)

All Employees engaged in employment with Enrico's Kitchen

3. RELATIONSHIP WITH PARENT AWARD

This agreement shall be read in conjunction with the Grocery Products Manufacturing (State) Award as at 5 October 2005 ("the award"), provided that where there is any inconsistency between this agreement and the Award, this agreement shall take precedence to the extent of inconsistency. The company agrees that no employee will as a result of any changes to the award suffer any loss of wages, conditions or benefits. If the matter dealt with in the Award or the agreement are reduced, or if the award or agreement is otherwise stripped back or simplified, the company agrees to continue to observe all provisions of the Award and agreement as they existed at the commencement of this agreement.

4. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the first pay period to commence on 1ST February 2006 and shall remain in force until 1ST February 2008.

5. DEFINITIONS

For the purpose of this agreement:

- (i) A casual Employee is a person engaged by the hour and paid as such, provided that on any working day they shall be employed for a minimum of four (4) hours.
- (ii) Condiment shall mean something used to give relish to food and to gratify the taste, a pungent or appetising substance such as pepper or mustard or seasoning or any substance used in the thickening or binding of foodstuffs such as gluten, bread crumbs, gum arabic or cornflour.
- (iii) Miller shall mean an Employee in charge of one or more gristling or grinding machines but shall not include the head miller.
- (iv) Combined Millershall mean and shall include any Employee capable of and who, in the course of his/her ordinary duties may be required to do the combined work of grinding and/or roasting and/or blending of any of the following:
 - (a) Grinding - spices, condiments, rice, oatmeal, cornflour and pepper.
 - (b) Roasting - coffee, chicory, groats, wheat, peanuts, malt and peas.

- (c) Blending - pepper.
- (v) Packer shall mean an Employee filling bags or other containers of 25.4 KGS (56lb) weight and over by an automatic machine, semi-automatic machine and/or hand from a sleeve weighing and thereafter sewing up the bags or sealing the containers.
- (vi) Union -shall mean the National Union of Workers New South Wales Branch.
- (vii) Company – shall mean Enrico's Kitchen
- (viii) Adult Employee shall mean an Employee 18 years of age or over.

6. HOURS: DAY WORK

Unless otherwise determined by agreement in accordance with clause 34, Workplace Consultation, the following provisions shall apply:

6.1 ORDINARY HOURS OF WORK:

6.1.1 Except as provided elsewhere in this clause, ordinary working hours shall not exceed an average of 38 per week to be worked between 6.00 a.m. and 6.00 p.m., Monday to Friday on one of the following basis:

- (1) 38 hours within a work cycle of one week
- (2) 76 hours within a work cycle of two weeks
- (3) 114 hours within a work cycle of three weeks
- (4) 152 hours within a work cycle of four weeks

Different methods of implementation of a 38-hour week may apply to various groups or sections of Employees in the establishment concerned.

6.1.2 In the absence of agreement the ordinary working hours are not to exceed eight (8) on any day.

6.1.3 Where agreement exists between the Company and the Employee or between the Company and the majority of Employees concerned, the ordinary hours of work can be worked at any time on any day of the week, Saturday and Sunday inclusive.

6.2 RATE FOR ORDINARY HOURS ON SATURDAY & SUNDAY

Ordinary hours of work performed on a Saturday shall be paid for at time and one half for the first two (2) hours and double time for every hour thereafter. Sunday shall be paid at double time.

6.3 MEAL BREAK

A meal break shall be allowed for a minimum of half an hour. An Employee shall not be required to work for more than five ordinary hours without a meal break unless otherwise agreed, provided that the time of taking a meal break for a particular day may be varied to meet the needs of the establishment. If a meal break is not given within six hours an Employee shall be paid at time and one half rates until a meal break is allowed.

6.4 NOTICE OF ROSTERED DAYS OFF

In cases where, by virtue of arrangement of the ordinary hours of work, an Employee is entitled to a rostered day off during the work cycle, such Employee shall be advised by the Company at least four weeks in advance of the day to be taken off by written notice posted by the Company on the notice board.

6.5 BANKING ROSTERED DAYS OFF

By agreement between the Company and an Employee or between the Company and the majority of Employees concerned rostered day off may be accumulated (banked) and shall be entitled to be taken in a manner agreed upon between the Company and the Employee.

6.6 ROSTERED DAY OFF NOT TO COINCIDE WITH A HOLIDAY

In cases where, by virtue of the arrangement of the ordinary hours of work, the Employee is entitled to a day off during the work cycle, the weekday to be taken off shall not coincide with a holiday fixed in accordance with Clause 14, Sundays and Holidays.

6.7 SUBSTITUTE DAYS

6.7.1 The Company and an Employee or the Company and the majority of Employees concerned may by agreement substitute the day the Employee or Employees are to take off during a work cycle for another day.

6.7.2 An apprentice who is required to attend trade school on a rostered day off shall be entitled to a substitute day as soon as practicable following the attendance at trade school.

6.8 WORK ON A ROSTERED DAY OFF

Unless a rostered day off is substituted for another day off in accordance with subclause 5.5 or 5.7 work performed on the rostered day off will be paid in accordance with Clause 13 Overtime.

7. HOURS: SHIFTWORK

7.1 Unless otherwise determined by agreement in accordance with clause 34, Workplace Consultation, the following provisions shall apply:

7.1.1 ORDINARY HOURS OF WORK:

7.1.2 Except as elsewhere provided in this clause the ordinary working hours shall not exceed an average of thirty-eight (38) per week.

Different methods of working shifts may apply to various groups or sections of Employees in the establishment concerned.

7.1.3 In the absence of agreement the ordinary working hours are not to exceed eight (8) on any day.

7.1.4 Where agreement exists between the Company and an Employee or between the Company and the majority of Employees concerned, the ordinary hours of work can be worked at any time on any day of the week, Saturday and Sunday inclusive.

7.2 DEFINITIONS

- 7.2.1** "Day Shift" means a shift worked in accordance with the terms of clause 5, Hours - Day Work, which forms part of a rostered shift system.
- 7.2.2** "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.
- 7.2.3** "Night Shift" means any shift finishing after midnight and at or before 8.00 a.m.
- 7.2.4** "Rostered Shift" means a shift of which the Employee concerned has had at least forty-eight (48) hours' notice.
- 7.2.5** "Continuous Work" means work carried on with consecutive shifts of persons throughout the twenty-four hours of each day of the week without interruptions except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.

7.3 CHANGE OF SHIFT ROSTERS

Employees placed on the shift roster shall not have their roster changed by the Company without 48 hours' notice of such change or payment is made at time and one half rates for ordinary time worked until such 48 hours' notice would have expired. Such extra rate shall be in substitution for the shift allowance.

7.4 TERMINATION OF SHIFT

A shift worker shall be given seven days' notice of the cessation of the shift work. If such notice is not given the appropriate shift allowances set out in Clause 7, - Shift Work Allowances, shall be paid.

7.5 MEAL BREAKS

- 7.5.1** Employees employed in mills running two shifts shall be paid 30 minutes for meals during each shift and no time shall be deducted for such meal breaks except where a meal relief is granted on day shifts and the Employees concerned are paid an additional amount as set out at Item 14 of Table 2 in Part B - Monetary Rates per shift and in such case not less than 30 minutes or more than one hour shall be allowed for a meal break which shall not be counted as time worked.
- 7.5.2** Employees employed in mills running three shifts shall be allowed 30 minutes for meals and no time shall be deducted for meals on shift.

7.6 NOTICE OF ROSTERED SHIFTS OFF

In cases where, by virtue of the arrangement of the ordinary hours of work, an Employee is entitled to a rostered day off during the work cycle, such Employee shall be advised by the Company at least four weeks in advance of the day to be taken off by written notice posted by the Company on the notice board.

7.7 BANKING OF ROSTERED SHIFTS OFF

By agreement between the Company and an Employee, or between the Company and the majority of Employees concerned, rostered shifts off may be accumulated (banked) and shall be entitled to be taken in a manner agreed upon between the Company and the Employee.

7.8 ROSTERED SHIFTS OFF NOT TO COINCIDE WITH HOLIDAYS

(i) In cases where, by virtue of the arrangement of the ordinary hours of work, an Employee is entitled to a rostered shift off during the work cycle, the shift to be taken off shall not coincide with a holiday fixed in accordance with clause 13, Sundays and Holidays.

(ii) Provided that, in the event that a public holiday is prescribed after an Employee has been given notice of a rostered shift off in accordance with subclause 6.6 of this clause and a holiday falls on such shift the Company shall allow the Employee to take an alternative shift off in lieu.

(iii) An Employee working continuous shift work who by the arrangement of ordinary hours of work is entitled to a rostered shift off which falls on a public holiday prescribed by Clause 13 of this agreement shall at the discretion of the Company, be paid for that day one-fifth the ordinary weekly rate of pay or have an additional day added to the annual leave entitlement. This provision shall not apply when the holiday on which the Employee is rostered off falls on a Saturday or Sunday.

(iv) Where an Employee is absent from work for the purpose of enjoying a rostered day off, then such Employee shall be paid the shift allowance, or any other allowance, he/she would have received had he/she attended for duty that day.

7.9 RATES FOR ORDINARY SHIFTS ON SATURDAY, SUNDAY AND HOLIDAYS

An ordinary shift, the major portion of which is worked on a Saturday, shall be paid for at time and one half rates. An ordinary shift the major portion of which is worked on a Sunday or Holiday shall be paid for at double ordinary time. Such extra rate shall be in substitution for shift allowances as prescribed in clause 9, Shift Work Allowances.

7.10 DAY WORKER CHANGING TO SHIFT WORK

Where a day worker commences shift work at the instruction of the Company without seven days' notice (or the reduced period of 48 hours' notice where the transfer to shift work is necessitated by absenteeism) the Company shall pay time and one half rates for all ordinary time worked until such required notice would have expired. Such extra rate shall be in substitution for the shift allowance.

7.11 WORK ON A ROSTERED SHIFT OFF

Unless a rostered shift off is substituted for another shift off in accordance with subclauses 7.7 and 7.12 work performed on the rostered shift off will be paid in accordance with clause 13, Overtime.

7.12 DAYLIGHT SAVING

Notwithstanding anything contained elsewhere in this agreement, in any area where, by reason of the legislation of a State, summer time is prescribed as being in advance of the standard time of that State the length of any shift commencing before the time prescribed by the relevant legislation for the commencement of a summer time period shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set at the time fixed pursuant to the State legislation.

In this subclause the expression "standard time" and "summer time" shall bear the same meaning as prescribed by the State legislation.

8. PROCEDURE FOR SETTLING DISPUTES

- 8.1** Should a dispute arise between any Employee and the Company which cannot be resolved by the Employee and his/her supervisor, the matter should be referred to the Factory Supervisor and Union Representative for resolution.
- 8.2** In the event they are unable to resolve the matter, it must be referred to the Production Manager who will attempt to settle the dispute.
- 8.3** Should the dispute still not be resolved, the Union Representative will refer the matter to the Union Organiser who will make a further attempt at settlement.
- 8.4** If, after the above has been followed, the dispute still remains unresolved it will be referred to the Industrial Relations Commission of New South Wales for determination.
- 8.5** During the discussions 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.

9. SHIFT WORK ALLOWANCES

- 9.1** Employees engaged on day, afternoon and night shift in regular weekly rotation shall be paid as set out in Item 1 of Table 2.
- 9.2** Employees engaged on day and night shift only in regular weekly rotation shall be paid as set out in Item 2 of Table 2.
- 9.3** Employees engaged on afternoon and night shift only in regular weekly rotation shall be paid as set out in Item 3 of Table 2.
- 9.4** Employees engaged on afternoon shift only shall be paid as set out in Item 4 of Table 2.
- 9.5** Employees engaged on permanent night shift shall be paid as set out in Item 5 of Table 2.
- 9.6** Employees instructed by the Company to change shift during any week shall be paid as set out in Item 6 of Table 2 for each change but not for the change back.

10. WAGES

- 10.1** Adults - The minimum wage rate shall be paid as set out in Table 1 of Part B.
- 10.2** Where juniors are required to perform work ordinarily done by adults such juniors shall receive the appropriate wages fixed for adult Employees as set out in Table 1 of Part B according to the class of work performed.
- 10.3** Leading Hands - An Employee appointed by the Company to supervise the work of not less than three and not more than ten Employees shall be paid an amount as set out in Item 7 of Table 2 in addition to the rate fixed for the class of work performed by such Employee.

10.4 Additional Rates

- (a) A mill hand called upon to be the person in charge of vat mixing liquid mustard shall be paid an amount as set out in Item 8 of Table 2 in addition to the rate herein prescribed for a mill hand.
- (b) An Employee engaged in the grinding of chillies shall be an amount as set out in Item 9 of Table 2 in addition to his ordinary rate of pay for the time actually engaged on such work.

- (c) Employees engaged in packing or unpacking and who are exposed to pepper, shake-on seasoning, blackit, curry powder, cinnamon, instant coffee, ammonia, baking powder or fruit saline shall be paid as set out in Item 10 of Table 2 in addition to the ordinary rates of pay prescribed in this agreement.

10.5 Casual Employees - See clause 21

11. UNDERTAKINGS

- 11.1.1** Employees under this agreement shall be required to perform a wide range of duties including work which is incidental or peripheral to their main tasks or functions as well as maintenance duties (subject to required skills) requiring some use of tools.
- 11.1.2** The Company may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training consistent with the classification structure of this agreement.
- 11.1.3** The Company may direct an Employee to carry out such duties and use such tools and equipment as may be required, provided that the Employee has been properly trained in the use of such tools and equipment.
- 11.1.4** Subject to agreement at the enterprise level, Employees shall undertake training for the wider range of duties and for access to higher classifications.
- 11.1.5** The parties shall not create barriers to the advancement of Employees within the agreement structure or through access to training.
- 11.1.6** **N.B:** All work performed under this Agreement shall be done consistent with the *Occupational Health and Safety Act 2000* (including regulations) and any successor legislation.

11.3 Training -

- 11.3.1** The parties to this agreement recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- (i) developing a more highly skilled and flexible workforce;
 - (ii) providing Employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills required.
- 11.3.2** Following proper consultation or through the establishment of a training committee, the Company shall develop a training programme consistent with
- (i) the current and future skill needs of the enterprise;
 - (ii) the size, structure and nature of the operations of the enterprise;
 - (iii) the need to develop vocational skills relevant to the enterprise and the grocery manufacturing industry through courses conducted by accredited educational institutions and providers.

- 11.3.3** Where it is agreed a training committee be established, that training committee should be equal in numbers of Company and Employee representatives and have a charter which clearly states its role and responsibilities, for example:
- (i) formulation of a training programme and availability of training courses and career opportunities to Employees;
 - (ii) dissemination of information on the training programme and availability of training courses and career opportunities to Employees;
 - (iii) the recommending of individual Employees for training and reclassification;
 - (iv) monitoring and advising management and Employees on the on-going effectiveness of the training.
- 11.3.4** Where it is agreed that additional training in accordance with the programme developed pursuant to subclause 11.3.2 hereof should be undertaken by an Employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours, the Employee concerned shall not suffer any loss of pay. The Company shall not unreasonably withhold such paid training leave.
- 11.3.5** Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the Company's technical library) incurred in connection with the undertaking of training shall be reimbursed by the Company upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
- 11.3.6** Travel costs incurred by an Employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the Company.

12. MEAL HOURS

- 12.1** Except as provided for in clause 6.3 Hours, not less than thirty (30) minutes nor more than one hour per day, between 11.00 a.m. and 2.00 p.m. shall be allowed for lunch. This meal time, when fixed, shall not be altered except by mutual agreement between the Company and the Employees.
- 12.2** Employees shall not be required to work any part of a recognised meal break unless they so desire but if they consent to do so they shall be paid at the rate of time and one half in addition to the ordinary rates prescribed in Table 1 of Part B, for the time so worked.
- 12.3** An Employee required to work overtime for more than two hours after the usual ceasing time shall be paid the sum set out in Item 11 of Table 2 - Other Rates & Allowances, of the said Part B, as a meal allowance. An Employee required to work six hours or more after the usual ceasing time shall be paid a further sum as set out in Item 12 of Table 2 for a second meal allowance.

13. OVERTIME

- 13.1** All work done outside the ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter. Provided that in respect of overtime worked on a Saturday payment shall be made at the appropriate overtime rate as for a minimum of three hours worked, except in the case of shift worker continuing in overtime after having finished his/her ordinary hours of work on a Saturday. In the computation of overtime each day or shift shall stand alone.

- 13.2** Where, after having left their place of employment, an Employee is recalled to work from their home, the Employee shall be paid for at least three hours' work at the appropriate rate, except where such recall occurs within one hour of the Employee's normal commencement time. In such case overtime rates shall apply until the normal commencement time and then ordinary rates shall be payable.
- 13.3** An Employee who works so much overtime between the termination of the ordinary hours of work on one day or shift and the commencement of the ordinary hours of work on the next day or shift that the Employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Company such an Employee resumes or continues work without having had such ten consecutive hours off duty, the Employee shall be paid at double ordinary rates until the Employee is released from duty for such period and he/she shall then be entitled to be absent until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 13.4** The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for 10 hours when overtime is worked:
- (i) For the purpose of changing shift rosters; or
 - (ii) Where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or
 - (iii) Where a shift is worked by arrangement between Employees themselves.
- 13.5** The Company may require an Employee to work reasonable overtime at overtime rates and such an Employee shall work overtime in accordance with such requirement.
- 13.6** Time Off In Lieu Of Overtime, Call Back, Sunday and Holiday Work - Subject to the following provisions, time off in lieu of payment of overtime, call back, Sunday and Holiday work may be taken by an Employee. The amount of time off shall be calculated on the basis of the appropriate penalty rate. This alternative to the payment of penalty rates shall only apply by agreement between the Company and the Employee concerned.
- 13.7** **Standing by** - An Employee required by the Company to hold the Employee in readiness for call back to work shall be paid "stand by" time at ordinary rates of pay from the time the Employee is required to so hold the Employee in readiness until released by the Company from the requirement to "stand by".
- 13.8** An Employee working overtime but finishing work when means of transport are not available, shall be entitled to any additional outlay incurred in reaching home by reasonable means of transport or transport home provided by the Company.

14. SUNDAYS AND HOLIDAYS

- 14.1.1** The days upon which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed and the Union Picnic Day, which shall be held on the last Monday in October each year, together with any other days which shall be proclaimed by the Government as public holidays shall be recognised as holidays and no deduction shall be made from the wages of permanent Employees for such holidays if not worked.
- 14.1.2** In localities where no Labour Day is observed a day in lieu thereof shall be granted to Employees and such day shall be arranged mutually between the Company and the Union.

- 14.1.3** An Employee required to work on any of the holidays specified in 14.1.1, shall be paid at the rate of double time and a half.
- 14.1.4** An Employee required to work on a Sunday shall be paid at the rate of double time.
- 14.2** No Employee, other than a shift worker, shall be required to work on a Sunday or holiday unless given forty-eight hours' notice that he will be required.
- 14.3** An Employee discharged, except for misconduct, within fourteen days of any of the holidays specified in 13.1., shall be paid for such holiday; provided that such Employee has been employed for a period of not less than fourteen days immediately prior to the date of his discharge.
- 14.4** A holiday shall commence at 7.00 a.m. on the day of the holiday and end at 7.00 a.m. on the next succeeding day. Alternatively, a holiday shall commence at the beginning of the first shift on the day of the holiday and end at the beginning of the first shift on the next succeeding day.

15. ANNUAL LEAVE

- 15.1** See *Annual Holidays Act 1944*.
- 15.2** During a period of annual leave an Employee shall receive a loading calculated on the rate of wage prescribed by Table 1 of Part B.
- The loading shall be as follows:
- 15.2.1** Day Worker - an Employee who would have worked on day work only had the Employee not been on leave - a loading of 17.5 per cent.
- 15.2.2** Shift Worker - An Employee who would have worked on shift work had the Employee not been on annual leave - a loading of 17.5 per cent. Provided that where the Employee would have received shift allowances prescribed by this agreement had the Employee not been on leave during the relevant period and such allowances would have entitled the Employee to a greater amount than the loading of 17.5 per cent then the shift allowance shall be added to the rate of wage prescribed by clause 9, Wages, in lieu of the 17.5 per cent loading. Provided further that if the shift allowances would have entitled the Employee to a lesser amount than the loading of 17.5 per cent then such loading of 17.5 per cent shall be added to the rate of wage prescribed by clause 9 in lieu of the shift allowances.

16. LONG SERVICE LEAVE

See *Long Service Leave Act 1955*.

17. SICK LEAVE

- 17.1** An Employee who is absent from work by reason of personal illness or injury, not being illness or injury arising from the Employee's misconduct or default or from an injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
- 17.1.1** The Employee shall not be entitled to paid leave of absence unless the Employee has been in the service of the Company concerned for at least one month immediately prior to such absence.
- 17.1.2** The Employee shall not be entitled to paid leave of absence for any period in respect of which the Employee is entitled to Workers' Compensation weekly benefits.

- 17.1.3** The Employee shall notify the Company as early as possible of their inability to attend for duty. Where practicable this shall be done within eight hours of the commencement of their work and in any event such notification shall be made within 24 hours of the commencement of his/her absence.
- 17.1.4** The Employee shall furnish to the Company such reasonable evidence that the Employee was unable by reason of illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- 17.1.5** The Employee shall not be entitled during the first year of service to leave in excess of 38 hours (5 Days) of ordinary working time and not more than 76 hours (10 Days) in respect of subsequent years of service.
- 17.2** The rights under this clause shall accumulate from year to year so long as the employment continues with the Company so that any part of sick leave in any one year may be claimed by the Employee and shall be allowed by the Company, subject to the conditions prescribed by this clause, in subsequent year of continued employment. Any rights which accumulate, pursuant to this subclause, shall be available to the Employee for a period of twelve years, but for no longer, from the end of the year in which they accrued.
- 17.3** For the purposes of this clause continuous service shall be deemed not to have been broken by:
- (a) any absence from work on leave granted by the Company; or
 - (b) any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall in each case be upon the Employee.
- 17.4** Accumulated sick leave at the credit of an Employee at the commencement of this agreement shall not be affected nor reduced by the operation of this clause.

18. PERSONAL/CARER'S LEAVE

18.1 Use of Sick Leave -

An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in 18.3(ii), who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 16, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

18.2 The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

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

- (i) the Employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:
 - (a) a spouse of the Employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person

as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee; or
- (d) a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
- (e) a relative of the Employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.

18.4 An Employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's 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 Company by telephone of such absence at the first opportunity on the day of absence.

18.5 Unpaid Leave For Family Purpose -

An Employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 18.3(ii) who is ill.

18.6 Annual Leave -

18.6.1 An Employee may elect with the consent of the Company, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

18.6.2 Access to annual leave, as prescribed in 17.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

18.7 Time Off In Lieu of Payment for Overtime -

18.7.1 An Employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company within 12 months of the said election.

18.7.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

18.7.3 If, having elected to take time as leave in accordance with 18.7.1 of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

18.7.4 Where no election is made in accordance with 18.7.1, the Employee shall be paid overtime rates in accordance with the agreement.

18.8 Make-Up Time -

18.8.1 An Employee may elect, with the consent of the Company, to work "make-up time", under which the Employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement, at the ordinary rate of pay.

18.8.2 An Employee on shift work may elect, with the consent of the Company, to work "make-up time" (under which the Employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

18.9 Rostered Days Off -

18.9.1 An Employee may elect, with the consent of the Company, to take a rostered day off at any time.

18.9.2 An Employee may elect, with the consent of the Company, to take rostered days off in part day amounts.

18.9.3 An Employee may elect, with the consent of the Company, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Company and Employee, or subject to reasonable notice by the Employee or the Company.

18.9.4 This subclause is subject to the Company informing the Union which is both party to the agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Union to participate in negotiations.

19. BEREAVEMENT LEAVE

19.1 An Employee, other than a casual Employee, shall be entitled to up to five (5) days bereavement leave, up to and including the day of the funeral, without deduction of pay on each occasion of the death within Australia of a person as prescribed in 24.3 of this clause.

19.2 The Employee must notify the Company as soon as practicable of the intention to take bereavement leave and will, if required by the Company, provide to the satisfaction of the Company proof of death.

19.3 Bereavement leave shall be available to the Employees in respect to a death of a person prescribed for the purposes of personal/carer's leave as set out in 17.3(ii), Personal/Carer's Leave, provided that for the purpose of bereavement leave, the Employee need not have been responsible for the care of the person concerned.

19.4 An Employee shall not be entitled to bereavement leave under this clause during any period in respect of which the Employee has been granted other leave.

19.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 17.5,17.6,17.7,17.8,17.9. In determining such a request, the Company will give consideration to the circumstances of the Employee and the reasonable operational requirements of the business.

20. MANNING OF MILLS AND FACTORIES

Not less than two persons shall be on duty at all times in any mill or factory other than persons whose function it is to observe production processes.

21. CONDITIONS OF EMPLOYMENT

Unless otherwise determined by agreement in accordance with clause Workplace Consultation, the following provisions shall apply:-

21.1 Engagement - Subject to the following conditions the engagement of all Employees under this agreement shall be on the basis of either permanent employment (which includes part time Employees) or casual employment. Employees shall be notified prior to engagement under which category they are employed.

21.1.1 Permanent Employees (Including Part-time Employees)

- (a) Probationary Period of Employment - All new permanent Employees (which includes part-time Employees) shall be employed under a probationary period of three months commencing from the date of engagement. During this period a new Employee will be properly instructed on the tasks and requirements of the position to be filled.
- (b) A "part-time Employee" shall mean an Employee who is employed on a permanent basis to work regular days and regular hours, either of which are less than the number of days or hours worked by full-time Employees employed at a site, but such days shall not be less than two per week and such hours shall not be less than 16 per week.
- (c) The number of part-time Employees that may be employed at a site shall not exceed the proportion of one part-time Employee to every four or portion of four full-time permanent Employees employed under this agreement.
- (d) The part-time Employee shall be paid per hour one thirty-eighth of the weekly rate prescribed for full-time Employees for the classification in which he or she is employed.
- (e) The spread of ordinary hours of part-time Employees shall be the same as that applicable to full-time permanent Employees in the section of the establishment in which they are employed. The number of ordinary hours worked shall not on any day exceed the number of ordinary hours of permanent Employees in the section in which the Employee is employed and shall not in any week exceed the number of hours of permanent Employees in the section without the payment of overtime.
- (f) Subject to this subclause, all the provisions of this agreement shall apply to a part-time Employee on a pro rata basis.

21.1.2 Casual Employees -

- (a) The rate of pay for casual Employees, whether directly employed by the Company or not, shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty-eight plus 12.5 per cent calculated to the nearest half cent plus one-twelfth (1/12) of the ordinary hourly rate payable in lieu of Annual Leave.

(NOTATION: The New South Wales *Annual Holidays Act* 1944 provides that casual Employees under this agreement are entitled to receive an additional amount equal to one-twelfth of their ordinary time earnings in lieu of annual leave.)

(b) In addition to their casual loading, casual Employees, whether directly employed by the Company or not, will be employed on the same terms and conditions as apply to other Employees who are covered by this agreement.

(c) Casual employees, whether directly employed by the Company or not, employed on a regular basis for no longer than three (3) months will be deemed to be permanent employees.

21.2 Termination -

21.2.1 Permanent Employees (including Part-time Employees) - Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be.

No such notice shall be given to an Employee at the time of commencing his annual holidays or long service leave or during the currency of such holidays or leave.

21.2.2 Casual Employees - Employment shall be terminated by one hour's notice on either side given at any time during the week or by payment or forfeiture of one hour's ordinary pay as the case may be.

21.2.3 Instant Dismissal - These provisions shall not affect the right of the Company to dismiss any Employee without notice for serious and wilful misconduct, and in such cases, the wages shall be paid up to the time of dismissal only.

22. TIME AND PAYMENT OF WAGES

22.1 All Employees shall be paid at the termination of their final shift in each week which shall be not later than Friday in each week. Provided that any Company, if they so desire, may keep one day's pay in hand of each of such permanent Employee.

22.2 An Employee kept waiting for their wages on pay day for more than 15 minutes after the usual time for ceasing work shall be paid overtime after that 15 minutes with a minimum payment as for quarter of an hour.

23. DEDUCTION AND REMITTANCE OF UNION MEMBERSHIP FEES

23.1 The employer shall deduct Union membership fees (not including fines or levies) from the pay of any Employee, provided that:

(a) the Employee has authorised the employer to make such deductions in accordance with subclause 23.1.1 herein;

(b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;

(c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an Employee; and

(d) there shall be no requirement to make deductions for casual Employees with less than two months' service (continuous or otherwise).

23.1.1 The Employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the employer to deduct.

- 23.1.2** Where the Employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the Employee's consent to do so. Such consent may form part of the written authorisation.
- 23.1.3** Monies so deducted from Employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to Employees' membership accounts, provided that:
- (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- 23.1.4** Where an Employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the Employee to make a fresh authorisation in order for such deductions to commence or continue.
- 23.1.5** The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- 23.2** An Employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- 23.2.1** Where an Employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the Employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.

24. MIXED FUNCTIONS

- 24.1** An Employee directed to perform work or to relieve in a higher grade shall, whilst so employed be paid at the rate prescribed by this agreement for the Employee they are relieving provided that where an Employee performs work in a higher grade for more than four hours on any one day or more than a total of twenty hours in any one week, such Employee shall be paid the higher rate for the whole of such day or the whole of such week as the case may be.
- 24.2** An Employee, who is required to perform work of a lower grade than that upon which the Employee usually is employed and who performs such lower grade of work for the greater part of the week, shall suffer no reduction in their wages by reason of doing the lower grade of work.

25. UNION MEETINGS AND UNION DELEGATES

- 25.1** Workers attending Union meetings on site will be granted paid release for up to 4 hours ordinary time annually for these meetings.

25.2 Additional on-site meetings

By mutual agreement between the Company and the Union, additional on-site meetings may be held to consider and discuss matters relating to this agreement. Except where otherwise

agreed, 7 days notice of the meeting will be given to the Company. Satisfactory arrangements are to be made for the maintenance of essential services during the meeting.

25.3 Delegates

The Company recognises the Union delegates who are elected by the Employees as the on-site representatives of the Union.

25.4 Induction of new Employees

25.4.1 The Company will encourage Union membership, and recognises the right of an Employee to join or not to join a Union.

25.4.2 The Company recognises that the Union represents all employees covered by this agreement.

25.4.3 The Company will provide Union Membership Forms and introduce the new Employee to the Delegate prior to starting work.

25.4.4 Union delegates will be given adequate paid time to meet with new Employees for the purposes of introducing and explaining this Agreement and Union matters. Except where otherwise agreed, this will occur at the induction of new Employees.

25.5 Delegates on-site business

Delegates will be allowed, subject to prior notification to their Supervisor, reasonable paid time to conduct on-site business including recruitment, with workers. Delegates shall have reasonable access to resources to perform their role, including the photocopier and telephone and fax machine.

25.6 Delegates off-site business

In addition, delegates will be allowed reasonable time off the site on Union business without loss of ordinary pay by prior agreement with the Company. This agreement will not be unreasonably withheld.

26. FIRST AID & FIRST AID ALLOWANCE

26.1 Adequate first-aid appliances shall be kept on the premises of the Company shall be maintained at all times ready for use.

26.2 Any Employee whose duties include first aid, and thus qualifies as a first aid attendant shall receive a first aid allowance per week as given in Part B Table 2.

Note - See *Occupational Health and Safety Act 2000*.

27. UNIFORMS

(i) Where the Company requires an Employee to wear a special establishment uniform the Company shall provide such uniform.

(ii) If the Employee is not allowed to take the uniform home to be laundered the Company shall be responsible for the laundering thereof.

(iii) Not later than six (6) weeks after the commencement of employment the Company shall supply to a permanent Employee, upon request, safety footwear free of charge; such footwear shall remain the property of the Company, but it shall be a condition of the employment that the Employee shall wear such safety footwear at all times whilst at work. "Worn out" safety footwear shall be replaced by the Company free of charge to the Employee when the

Company is satisfied that the safety footwear is worn out and the footwear being returned to the Company. On termination of the employment the Employee shall upon request return the safety footwear issued to him/her in good order and condition, fair wear and tear accepted.

28. REST PERIODS

28.1 By mutual agreement between the Company and the majority of Employees, a rest period during ordinary working hours shall be granted to each Employee after a period of not more than three (3) hours continuous duty at a time agreed with the Employee's supervisor. The rest period shall not exceed fifteen (15) minutes and shall count as time off without deduction of pay.

28.2 Hot water and tea or coffee or cocoa, together with milk and sugar shall be provided by the Company for morning tea and at lunch time, as well as an adequate supply of fresh cold water for drinking purposes.

29. PROTECTIVE CLOTHING

Employees engaged on filling containers with ammonia or hot coffee essence shall be supplied with gloves that they shall wear.

30. WASHING TIMES

Employees engaged in gluing or pasting or whose hands come in contact with curry, cinnamon, phenyl, coffee or turmeric shall be allowed ten (10) minutes for washing before ceasing time on the termination of the day's work.

31. JURY SERVICE

31.1 An Employee required to attend for jury service during their ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage the Employee would have received in respect of the ordinary time the Employee would have worked had the Employee not been on jury service.

31.2 An Employee shall notify their Company as soon as possible of the date on which the Employee is required to attend for jury service. Further the Employee shall give the Company proof of such attendance, the duration of such attendance and the amount received in respect of such jury service.

32. DUSTY CONDITIONS

Where an Employee and their supervisor agree that work is of an unusually dusty nature the Employee shall be entitled to be paid an amount as set out in Item 13 of Table 2 in addition to the ordinary rates of pay prescribed by this Agreement.

Any dispute over such work shall be dealt with in accordance with the disputes procedure in this Agreement.

33. RIGHT OF ENTRY

In order to facilitate the operation of this Agreement and/or to ensure its observance, an authorised Union representative is entitled to enter at all reasonable times upon the premises and to interview any Employee, but not so as to interfere unreasonably with the Company's business.

See the *Industrial Relations Act 1996*.

34. WORKPLACE CONSULTATION

- 34.1** The development of effective participative/consultative practices is important in the process of agreement restructuring and can lead to advantages for both the Company and Employees. It is therefore recommended that participative/consultative mechanisms at the enterprise level be implemented.
- 34.1.1** Consultative Mechanisms/Practices shall be implemented within each enterprise where agreement exists between the Company and Employees.
- 34.1.2** The form, structure and method of implementing Consultative Mechanisms/Practices shall be determined at the enterprise level through negotiation between the Company, Employees and, the Union.
- 34.1.3** The Union agrees that at enterprises where Consultative Mechanisms/Practices are in place the parties may, by agreement, vary the application of designated agreement conditions referred to in this agreement. The Union shall be party to the ratification of any agreement but shall not unreasonably withhold such agreement where the Employees genuinely agree.
- 34.1.4** Where an enterprise does not have in place agreed Consultative Mechanisms/Practices current agreement provisions will apply unless otherwise varied in accordance with the agreement modernisation provisions of clause 10, Undertakings.
- 34.1.5** The Union reserves the right to advise its members as it deems appropriate on agreement issues under discussion.
- 34.2** The process of consultative practices is a mechanism through which Employees can be involved in and positively contribute towards management decision making process. All decisions are encouraged to be reached through Consultative Mechanisms/Practices; however, managerial prerogative is acknowledged.

35. REDUNDANCY

35.1 Application -

- 35.1.1** This clause shall apply in respect of full-time and part-time Employees.
- 35.1.2** Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to Employees with less than one year's continuous service and the general obligation on the Company shall be no more than to give such Employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the Employees of suitable alternative employment.
- 35.1.3** Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual Employees, apprentices or Employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

35.2 Introduction of Change -

35.2.1 the Company's Duty to Notify -

- (1) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have

significant effects on Employees, the Company shall notify the Employees who may be affected by the proposed changes and the union to which they belong.

- (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

Provided that where the agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

35.2.2 the Company's Duty to Discuss Change -

- (1) The Company shall discuss with the Employees affected and the Union, inter alia, the introduction of the changes referred to in 35.2.1 above, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees, and shall give prompt consideration to matters raised by the Employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in Paragraph (a) of this sub-clause.
- (3) For the purpose of such discussion, the Company shall provide to the Employees concerned and the Union all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that any Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.

35.3 Redundancy –

Discussions Before Terminations

- (1) Where the Company has made a definite decision that the Company no longer wishes the job the Employee has been doing done by anyone pursuant to 35.2.1 above, and that decision may lead to the termination of employment, the Company shall hold discussions with the Employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provision of 35.2.1(1) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the Employees concerned.
- (3) For the purposes of the discussion, the Company shall, as soon as practicable, provide to the Employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided any Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.

35.4 Termination of Employment -

35.4.1 Notice for Changes in Production, Programme, Organisation or Structure - This subclause sets out the notice provisions to be applied to terminations by the Company for reasons arising from "production", "programme", "organisation" or "structure" in accordance with sub-clause (ii)(a)(1) above.

- (1) In order to terminate the employment of an Employee the Company shall give to the Employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

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

35.4.2 **Notice for Technological Change** - This subclause sets out the notice provisions to be applied to terminations by the Company for reasons arising from "technology" in accordance with 35.2.1(1):

- (1) In order to terminate the employment of an Employee the Company shall give to the Employee three 3 months notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this sub-clause to be given shall be deemed to be service with the Company for the purposes of the *Long Service Leave Act, 1955*, the *Annual Holidays Act, 1944*, or any Act amending or replacing either of these Acts.

35.4.3 Time Off During the Notice Period -

- (1) During the period of notice of termination given by the Company, an Employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (2) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent.

35.4.4

Employee Leaving During the Notice Period - If the employment of an Employee is terminated (other than for misconduct) before the notice period expires, the Employee shall be entitled to the same benefits and payments under this clause had the Employee remained with the Company until the expiry of such notice.

Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

35.4.5 Statement of Employment - The Company shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of the Employee's employment and the classification of or the type of work performed by the Employee.

35.4.6 Notice to Appropriate Government Agency - Where a decision has been made to terminate Employees, the Company shall notify Appropriate Government Agency thereof as soon as possible giving relevant information including the number and categories of the Employees likely to be affected and the period over which the terminations are intended to be carried out.

35.4.7 Department of Social Security Employment Separation Certificate - The Company shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee an "Employment Separation Certificate" in the form required by the Department of Social Security.

35.4.8 Transfer to Lower Paid Duties - Where an Employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) above, the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated, and the Company may, at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

35.5 Severance Pay -

35.5.1 Where an Employee is to be terminated pursuant to subclause 35.4 above, subject to further order of the Industrial Relations Commission, the Company shall pay the following severance pay in respect of a continuous period of service:

- (1) If an Employee is under 45 years of age, the Company shall pay in accordance with the following scale:

Under 45 Years of Age	Years of Service Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an Employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) 'Weeks Pay' means the all purpose rate of pay for the Employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, shift penalties and allowances provided for in the agreement.

35.5.2

Incapacity to Pay - Subject to an application by the Company and further order of the Industrial Relations Commission, the Company may pay a lesser amount of severance pay than that contained in 35.5.1 above.

The Industrial Relations Commission shall have regard to such financial and other resources of the Company concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (i) above will have on the Company.

35.5.3

Alternative Employment - Subject to an application by the Company and further order of the Industrial Relations Commission, the Company may pay a lesser amount (or no amount) of severance pay than that contained in 35.5.1 above if the Company obtains acceptable alternative employment for an Employee.

35.6

Savings Clause - Nothing in this agreement shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an Employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the Union and the Company bound by this agreement.

36. TRANSMISSION OF BUSINESS

36.1

Where a business is, before or after the date of this agreement, transmitted from the Employer (in this clause called the transmittor) to another Employer (in this clause called the transmittee) and an Employee who at the time of such transmission was an Employee of the transmittor in that business becomes an Employee of the transmittee:

36.1.1

the continuity of the employment of the Employee shall be deemed not to have been broken by reason of such transmission; and

36.1.2

the period of employment which the Employee has had with the transmittor or any prior transmittor shall be deemed to be service of the Employee with the transmittee.

36.1.3.

this agreement shall apply wholly to the transmittee.

36.2

In this clause:

- (i) business includes all and any part of the Employers business; and
- (ii) transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law; and
- (iii) transmitted has a corresponding meaning.

37. ANTI-DISCRIMINATION

37.1

It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act, 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

37.2

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.

37.3 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.

37.4 Nothing in this clause is to be taken to affect:

(a) any conduct or act which is specifically exempted from anti-discrimination legislation;

(b) offering or providing junior rates of pay to persons under 21 years of age;

(c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

(d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal Jurisdiction.

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

NOTES:

(a) the Company and Employees may also be subject to Commonwealth Anti-Discrimination Legislation.

(b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

38. SUPERANNUATION

37.1 DEFINITIONS -

(i) "Fund" - In this clause, all reference to "fund" shall mean the Labour Union Co-Operative Retirement Fund (LUCRF), or any fund chosen by the employee.

(ii) "Ordinary-time earnings" - In this clause, the term "ordinary-time earnings" shall mean the agreement classification rate, including supplementary payments where relevant, over agreement payments and shift work loadings.

(iii) "Approved superannuation scheme" - For the purpose of this clause, "approved superannuation scheme" means a scheme approved in accordance with the Commonwealth's operational standards or occupational superannuation funds.

38.2 COMPANY CONTRIBUTIONS -

38.2.1 The Company shall make a superannuation contribution to the fund on behalf of eligible Employees of an amount in accordance with statutory legislative requirements.

38.2.2 Payment shall be made on a quarterly basis and cover pay periods completed in that time.

38.2.3 The majority of Employees in an establishment will determine the appropriate fund for the establishment

38.3 ELIGIBILITY -

- 38.3.1** Company's shall only be required to make contributions in accordance with this clause in respect of Employees who have been employed by the Company continuously for a period of three months.
- 38.3.2** Contributions for casual Employees will be made at the end of each calendar month, calculated at three per cent of all earnings during the month; provided that, if a casual Employee's hours are less than 12.5 hours in any week, the Company shall not be required to make any contribution.
- 38.3.3** Employees who become eligible to join the fund shall, in addition to contributions under subclause 37.2 hereof, be entitled to a once only contribution by the Company to the fund in respect of the qualifying period. Such contributions shall be equivalent to contributions under subclause 37.2 hereof.
- 38.4** Company's Contribution During Leave Without Pay - Where an Employee is absent on leave without pay, whether or not such leave is approved, no contribution from the Company shall be due in respect of that Employee in respect of the period of unpaid absence.

38.5 EMPLOYEE CONTRIBUTIONS -

- 38.5.1** Employees who wish to make contributions to the fund additional to those being paid by the Company pursuant to subclause (b) hereof, shall be entitled to authorise the Company to pay into the fund from the Employee's wages amounts specified by the Employee.
- 38.5.2** Employee contributions to the fund requested under this subclause shall be made in accordance with the rules of the fund.
- 38.5.3** Cessation of Contributions - The obligation of the Company to contribute to the fund in respect of an Employee shall cease on the last day of such Employee's employment with the Company.
- 38.5.4** The Company's Failure To Participate In Fund - Where the Company has failed to make application to participate in the fund, the Company shall make application to participate in the fund and, upon acceptance by the trustees, shall make a once only contribution to the fund in respect of each eligible Employee equivalent to the contributions which would have been payable under this clause had the Company made application to participate in the fund and been accepted by the trustees prior to 1 July 1991.?

38.6 FUND MEMBERSHIP -

- 38.6.1** The Company shall, within fourteen (14) days of an Employee becoming eligible for contributions as described in subclause 37.3 hereof, inform each eligible Employee of the availability of superannuation entitlements and offer such Employee the opportunity to join the fund.
- 38.6.2** Such offer shall be made in writing by the Company and shall, if not accepted, be rejected in writing by the Employee. Contributions made by the Company shall only begin from the date when the Employee applied to join the fund.
- 38.6.3** Where an Employee, after being made aware of the superannuation entitlement by the Company, refuses to become a member of the fund, the Company will not make contributions in accordance with subclause (c) hereof.

39. SIGNATORIES

Signed:

Date:

For and on behalf of Enrico's Kitchen,

In the presence of

Date:

Signed:

Date:

For and on behalf of the National Union of Workers NSW Branch

In the presence of

Date:

**PART B
MONETARY RATES
Table 1-- Wages**

DIVISION 1 - CONDIMENTS

Classifications	CURRENT RATE 2005 \$	01/02/2006 +3% \$	01/02/2007 +4% \$
Rice, Oatmeal, Barley, Split Peas or Mustard Miller	523.90	539.62	561.20
Operator Rice Par Boiler	523.90	539.62	561.20
Assistant Operator Rice Par Boiler	513.00	528.39	549.53
Assistant Miller	513.00	528.39	549.53
Rice Fumigator	513.00	528.39	549.53
Assistant Rice Fumigator (Certified)	501.30	516.34	536.99
Coffee, Chicory, Malt or Peanut Roaster	513.00	528.39	549.53
Coffee Roaster After 18 Months' Continuous Service or Cumulative Service	516.80	532.30	553.59
Person in Charge of Vacuum Pan Making Coffee Essence	513.00	528.39	549.53

Condiment Miller	506.50	521.70	542.57
Icing Sugar Miller	506.50	521.70	542.57
Person in Charge of Bulk Stores	506.50	521.70	542.57
Drying Person and Stove Person	505.00	520.15	540.96
Presser and Bran Tub Person	502.30	517.37	538.06
Kiln person	501.30	516.34	536.99
Packer	497.00	511.91	532.39
Rice Tipper - Tallying Off	496.40	511.29	531.74
Stacker - Over 7 High	501.30	516.34	536.99
Loader	495.60	510.47	530.89
Loader - Murrumbidgee Irrigation Area	501.30	516.34	536.99
Pulveriser Operator - Roller person	505.00	520.15	540.96
Mustard Blender	513.00	528.39	549.53
Mustard Siever	502.30	517.37	538.06
Mustard Seed Cleaner	502.30	517.37	538.06
Mustard Dryer	502.30	517.37	538.06
Fork Lift Driver	507.10	522.31	543.20
All Other Employees	488.60	503.26	523.39

DIVISION 2 - CEREAL FOODS

SECTION A - MACARONI, VERMICELLI OR SPAGHETTI

Classifications	CURRENT RATE 2005 \$	01/02/2006 +3% \$	01/02/2007 +4% \$
Macaroni, Vermicelli or Spaghetti Plant – Person in Charge	524.00	539.72	561.31
Machine Operator	500.20	515.21	535.82
Fork Lift Driver	507.10	522.31	543.20
All Other Employees	488.60	503.26	523.39

SECTION B - OTHER CEREAL FOODS

Classifications	CURRENT RATE 2005 \$	01/02/2006 +3% \$	01/02/2007 +4% \$
Miller and/or Roller person	510.00	525.30	546.31
Ovens person, Stove person, Cooker, Dressing Room and Drying Room Person	510.00	525.30	546.31
Pressman and/or Moulder	502.30	517.37	538.06
Packer	497.00	511.91	532.39
Wheat Cleaner	496.40	511.29	531.74
Corn Mill Operator	523.90	539.62	561.20
Silo Operator	512.20	527.57	548.67
Flavour person	510.00	525.30	546.31
Person Working at Silos	496.40	511.29	531.74
Puffing Tower Operator	522.10	537.76	559.27
Fork Lift Driver	507.10	522.31	543.20
All Other Employees	488.60	503.26	523.39

DIVISION 3 - JELLIES, PUDDINGS, CUSTARDS, SELF-RAISING FLOUR AND CAKE MIXES

Classifications	CURRENT RATE 2005 \$	01/02/2006 +3% \$	01/02/2007 +4% \$
Person actually engaged in mixing from a formula the ingredients for custard powder, jelly blending, baking powder, puddings, self-raising and cake mixes and who in addition may be in charge of Employees doing such work	513.00	528.39	549.53
Machine Operator Maintenance	513.00	528.39	549.53
Flour Tipper	497.00	511.91	532.39
Adequate Weighter	497.00	511.91	532.39
Fork Lift Driver	507.10	522.31	543.20
All Other Employees	488.60	503.26	523.39

DIVISION 4 - NOODLES AND SOUP POWDERS

Classifications	CURRENT RATE 2005 \$	01/02/2006 +3% \$	01/02/2007 +4% \$
Cooker	496.60	511.50	531.96
Drum Dryer Operator	496.60	511.50	531.96
Person actually engaged in mixing from a formula ingredients for noodles and soup powders	513.00	528.39	549.53
Fork Lift Driver	507.10	522.31	543.20
All Other Employees	488.60	503.26	523.39

DIVISION 5 - BOOT, FLOOR AND STOVE POLISHES

Classifications	CURRENT RATE 2005 \$	01/02/2006 +3% \$	01/02/2007 +4% \$
Person in Charge of One or More Persons	511.50	526.85	547.92
Paste Maker	498.50	513.46	534.00
Fork Lift Driver	507.10	522.31	543.20
All Other Employees	488.60	503.26	523.39

DIVISION 6 - DRUGS

Classifications	CURRENT RATE 2005 \$	01/02/2006 +3% \$	01/02/2007 +4% \$
Miller	524.40	540.13	561.74
Assistant Miller	509.20	524.48	545.46
Fork Lift Driver	507.10	522.31	543.20
All Other Employees	488.60	503.26	523.39

DIVISION 7 - MISCELLANEOUS

Classifications	CURRENT RATE 2005 \$	01/02/2006 +3% \$	01/02/2007 +4% \$
Combined Miller	518.90	534.47	555.85
Stone Dresser	518.90	534.47	555.85
Fork Lift Driver	507.10	522.31	543.20
All Other Employees	488.60	503.26	523.39

JUNIORS

Classifications	Percentage of Wages of all Other Employees (to the nearest 5 cents)
Under 16 Years of Age	57
At 16 and Under 17 Years of Age	60
At 17 and Under 18 Years of Age	69
At 18 Years of Age	Full Adult Pay

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Subject	Amount \$
1	8.1	Shift Work - Day, Afternoon, Night	\$51.59 per week
2	8.2	Shift Work - Day, Night	\$51.59 per week
3	8.3	Shift Work - Afternoon, Night	\$76.20 per week
4	8.4	Shift Work - Afternoon	\$76.20 per week
5	8.5	Shift Work - Night	\$114.32 per week
6	8.6	Shift Work - Change of Shift	\$26.54 per week
7	9.2	Leading Hands	\$4.06 per day
8	9.3(a)	Mill Hand - making mustard	\$2.33 per shift
9	9.3(b)	Grinding Chillies	74 cents per hour
10	9.3(c)	Packing/Unpacking	\$1.10 per day
11	11.3	Meal Allowance - more than two hours overtime	\$6.70 (1st meal)
12	11.3	Meal Allowance - six hours or more overtime	\$5.62 (2nd meal)
13	32	Dusty Conditions	\$2.46 per shift
14	6.5.1	Payment for Meal Break on Day Shift Where Mill Runs Two Shifts	\$2.00 per shift
15	26.2	First Aid Allowance	\$10.03 per week