

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/253

TITLE: Supercoat Petcare Pty Limited (Inverell) Enterprise Agreement
2000

I.R.C. NO: 2001/3214

DATE APPROVED/COMMENCEMENT: 13 August 2001/6 December 2000

TERM: 24 Months

**NEW AGREEMENT OR
VARIATION:** New Replaces EA99/45

GAZETTAL REFERENCE: 7 September 2001

DATE TERMINATED:

NUMBER OF PAGES: 23

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees who are
engaged under Pet Food Manufacturing (State) Award

PARTIES: Supercoat Feeds Pty Limited -&- National Union of Workers, New South Wales
Branch

SUPERCOAT PETCARE PTY LIMITED (INVERELL)

1. TITLE OF AGREEMENT

- 1.1 This agreement shall be known as the Supercoat Petcare Pty Limited (Inverell) Enterprise Agreement 2000.

2. ARRANGEMENT

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3. DEFINITIONS

3.1 The "Parties" refers to the parties to this Enterprise Agreement namely:

Supercoat Petcare Pty Limited (Inverell)

National Union of Workers (NSW Branch)

and the employees at the Inverell site.

3.2 The "Employees" refers to the employees of Supercoat Petcare Pty Limited (Inverell) and includes Production, Packaging, Despatch, Maintenance & Engineering and Cleaning employees, who are permanents or casuals.

3.3 The "Company" refers to Supercoat Petcare Pty Limited (Inverell), Swanbrook Road, Inverell, NSW.

3.4 The "Union" refers to the National Union of Workers (NSW Branch).

3.5 "Performance indicators" is defined as a means of identifying trends and efficiencies against best practice benchmarks. They enable identification of areas where there is potential for further improvements.

4. APPLICATION AND SCOPE OF AGREEMENT

4.1 This Agreement shall apply to Supercoat Petcare Pty Limited (Inverell) of Swanbrook Road, Inverell in the state of New South Wales.

4.2 This Agreement shall be read and interpreted wholly in conjunction with the Pet Food Manufacturers (State) Award, provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall apply. Where the Agreement is silent, refer to the Award.

4.3 This Agreement rescinds and replaces all other agreements made between the Company and the employees in the past, and includes any formal and informal agreements.

4.4 This Agreement will take effect from the first pay period on or after the expiry date of EBA 1998 ie. 6 December 2000 and will terminate on 6 December 2002.

4.5 From the date of operation of this Agreement it is intended the Parties commence discussions with a view to developing productivity improvement measures to be used as the basis for reaching agreement on part future pay rises to occur in return for gains realised as a result of the successful implementation of such measures.

4.6 The measures must identify those key indicators of performance from which continuous improvement targets can be established and worked towards.

4.7 It is intended that the measures be identified and the principles and mechanisms for the productivity improvement measures be finalised and implemented within twelve months from the date of operation of this Agreement.

4.8 By agreement between all parties as outlined in Clause 3.1, parts of the agreement may be altered during the life of the agreement. It is recognised that this would be an unlikely event.

5. DURESS

5.1 This Enterprise Agreement has not been entered into under duress by any of the Parties.

6. OBJECTIVES

6.1 To become a major Australian pet food manufacturer, exporter and marketer by providing a range of high quality, value-for-money pet food products to customers, and a reasonable rate of return to shareholders.

6.2 To develop and implement a skills based structure which provides training for all employees to add to their existing skills and develop a broader range of skills enabling enhanced career prospects and higher rewards for all employees.

6.3 To achieve a working environment which all employees are involved and committed to participating in an ongoing improvement process through individual contributions and team work.

7. COMMITMENT

7.1 To ensure objectives of the Enterprise Agreement are achieved, all parties agree that the following measures will be introduced and remain in place:-

- a) Ongoing use of the Consultative Committee to provide two-way communication.
- b) Both Employees and the Company commit to a process of continuous improvement in safety, quality, productivity efficiencies and work organisation.
- c) All Employees will be encouraged and assisted via accredited training programs and assessments to progress to the highest level personally attainable, consistent with the needs of the workplace.
- d) The commitment and involvement of all Employee's to ensure a process of teamwork without imposing restrictions that limit the degree of co-operation and collaboration.
- e) Develop a meaningful and challenging work environment which allows Employees the freedom to act and accept responsibility for agreed objectives.
- f) The development and utilisation of Employee's skills and abilities which allows transmission of labour flexibility within the limits of an employees recognised skill.
- g) The development of a skills based wage classification which rewards Employee's skills, abilities and team performance in line with the operational needs of the enterprise.
- h) The operation of the plant in a manner which will promote to the fullest extent possible:
 - i. Cost effective operations and changes to technology and work practices which will maintain our Company's mission.
 - ii. The health and safety of all employees.
 - iii. The total quality of products utilizing the certified HACCP system.
 - iv. Good Manufacturing Practices (GMP) as implemented and refinements as needed into the future.

7.2 The Parties to this award accept their joint responsibility to ensure this Agreement is effective and, in the event of any uncertainty or dispute in resolving any difficulties, the Parties will be guided by the spirit and intent of this clause and of "Attachment 4 - Dispute and Disciplinary Procedure".

8. CONTRACT OF EMPLOYMENT

- 8.1 Employment, except in the case of casual employees, shall be terminated by one (1) weeks notice on either side, or by the payment or forfeiture of one (1) weeks wage as the case may be.
- 8.2 The Company shall have the right to dismiss any employee without notice for conduct that justifies summary dismissal (for example but not limited to stealing/fighting/under the influence of alcohol or drugs/other activities, e.g., refusal of duty/neglect of duty/malingering, misconduct, unsafe conduct or property damage will be addressed via "Attachment 4 – Dispute and Disciplinary Procedure").
- 8.3 The Company may direct an Employee to carry out such duties which are within the limits of the Employee's skills, competency and training as defined in "Attachment 2 – Competencies and Skills Levels".
- 8.4 The Company may transfer Employees if the need arises to enable the Company to increase productivity and efficiencies throughout the Company; it is not the intention to transfer employees as a disciplinary measure.
- 8.5 The Company shall engage casuals as per the current practice, to cover fluctuations in demand, leave and the normal function of line relief. The Company shall use their discretion in the engagement of casuals regarding the use of external people agencies. The current system of selection of casual employees shall remain, based on an appropriate combination of experience, seniority, and suitability to the position needed to be filled.
- 8.6 New employees will be placed on a three (3) month Level 1 (full-time equivalent hours) probationary period, after which their performance will be assessed. If the performance is deemed acceptable, the employee will be promoted to Level 2. If performance is unacceptable, the employment will be terminated.
- 8.7 The company will endeavour to attain a permanent-to-casual ratio of 70:30 during the life of this agreement.

9. HOURS OF WORK

- 9.1 Ordinary work hours, on the basis of 38 hours per week, may be altered by the mutual agreement of the employer and employee. The week refers to Monday to Friday inclusive. Ordinary hours of work performed on a Saturday shall be paid for at time and one half and on a Sunday at double time.

Ordinary shifts, the major proportion of which is worked on a Saturday, shall be paid for at time and one half and on a Sunday or holidays at double ordinary time. Such extra rate shall be in substitution for shift allowances.

- 9.2 Four (4) hours minimum call-in for permanents and casuals. Employees will receive minimum 4 hours work and pay. Lesser amount may be mutually agreed between supervisor and employee.
- 9.3 The following times are examples of standard shift times which may be altered subject to the above clauses:

	<u>Production</u>	<u>Packaging</u>	<u>Despatch</u>
Day Shift	7.00am – 3.06pm	7.00am – 3.06pm	7.00am – 3.06pm
Afternoon Shift	3.00pm – 11.06pm	3.00pm – 11.06pm	3.00pm – 11.06pm
Night Shift	11.00pm – 7.06am	11.00pm – 7.06am	11.00 pm – 7.06 am

- 9.4 Changes in long term shift patterns will only occur after agreement has been reached by all Parties or by 28 days notice of alteration by the Company.
- 9.5 If, and when, necessary, and by discussion and agreement, the production department may operate on a system that accepts a normal working roster being any five (5) consecutive days.
- 9.6 Twenty four (24) hours notice will be given before short term changes of shift roster from 8 hour to 12 hour roster.

10. OVERTIME/SHIFT LOADING

- 10.1 Any employee required to work on Saturday or Sunday shall receive payment for and work a minimum of four (4) hours.
- 10.2 An employee working overtime shall be allowed a rest period of ten minutes, without deduction of pay, after each four hours of overtime. The first two (2) hours of overtime will be at time and a half, and thereafter at double time.
- 10.3 The first two (2) hours of overtime worked on a Saturday shall be paid at time-and-a-half, and the remainder at double time.
- 10.4 All overtime worked on a Sunday shall be paid at the rate of double time.
- 10.5 All overtime worked on a public holiday shall be paid at the rate of double time and a half of an employee's ordinary rate. Permanent employees shall also receive a day in lieu.
- 10.6 Where, after having left his/her place of employment, a permanent employee is recalled to work from his/her home, he/she shall be paid for at least four hours (excluding Maintenance On-Call - see "Attachment 3 - Engineering and Maintenance Employment Conditions") at the appropriate rate, except where such recall occurs within one hour of the employee's normal commencement time. In such cases overtime rates shall apply until the normal commencement time and then ordinary rates shall be payable.
- 10.7 When overtime work is necessary it shall, wherever practicable, be so arranged that employees have at least eight (8) consecutive hours off duty between the work of successive days.
- 10.8 An employee, other than a casual employee, who works so much overtime between the termination of his/her ordinary work on one day and the commencement of the ordinary work on the next day that he/she has not had at least eight (8) consecutive hours off duty between those times shall be released from duty until he/she has had eight (8) consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence. Employee's shall be paid at the rate of double time if an eight (8) hour break has not been allowed.
- 10.9 Employees commit to reasonable overtime as required.
- 10.10 Time worked outside the fixed hours because an employee leaves early or arrives late is to be regarded as ordinary time until the normal number of hours are worked for that day by mutual agreement with supervisor.
- 10.11 The Company and the employees through the consultative process including all parties may agree to the variation of this clause to meet the circumstances of the work at hand.
- 10.12 Any employee who fills in for a Level 6 employee for one or more days shall be paid up to that wage rate.
- 10.13 Shift Allowances and Loadings will be paid (when worked) as follows:

	<u>RATE</u>	<u>DEFINITION</u>
	\$	
Day Shift	nil	Normal shift finishing before or at 6pm
Afternoon Shift	\$64.69	Normal shift finishing after 6pm and at or before midnight
Night Shift	\$96.63	Normal shift finishing after midnight and at or before 8am
Change of Shift	\$25.65	Employee asked to change shift within current week (paid on change, not on change back)

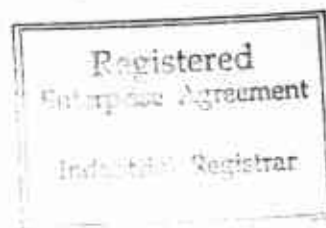
11. MEAL BREAKS

- 11.1 A meal break shall be allowed for a minimum of half an hour or such other period (in excess of 30 minutes) as may be agreed upon between the employer and an employee or between the employer and the majority of employees concerned.
- 11.2 The normal time of taking scheduled meal breaks once having been determined may be altered by the Company by mutual agreement, if it is necessary to do so in order to meet the requirements for continuity of production.
- 11.3 The Company may stagger the time of taking meal and rest breaks to meet operational requirement by majority of agreement with employees per section.
- 11.4 An Employee shall not be required to work more than five (5) hours without a break for a meal.
- 11.5 All Employees will be entitled to one paid rest period, which shall be no more than twelve minutes. All employees are to be at their designated areas immediately after the completion of the rest period.
- 11.6 An employee required to work overtime for more than two hours before and/or after an ordinary shift shall be paid the amount as set out below as a meal allowance. An employee required to work six hours or more, before and/or after the ordinary shift shall be paid a further sum as set out below.

More than two hours after usual ceasing time:	\$5.10
Six or more hours after usual ceasing time:	\$4.20

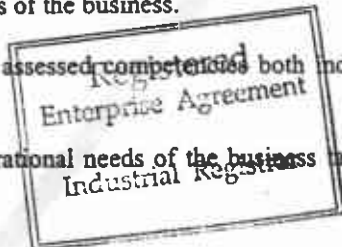
12. INTRODUCTION OF CHANGE

- 12.1 Where the Company have 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 all parties as soon as practicable after a definite decision has been made by the Company but before implementation, who may be affected by the proposed changes via the individual employee or the Consultative Committee. The Company will endeavour to give 28 days notice of such changes whenever possible.



13. CAREER STRUCTURES AND TRAINING

- 13.1 It is agreed by all Parties to this Agreement to have a workforce that has a culture of consultation, participation, trust, teamwork and continual improvement, where work practices are flexible and based on skills, where all employees are trained, committed and accountable for their job responsibilities.
- 13.2 The Wage Classification system (see "Attachment 1 – Wages Classification Scheme" & "Attachment 2 – Competencies and Skill Levels") will provide for a number of skill levels and job streams that will reflect the accumulation and utilisation of skills and incremental advancement.
- 13.3 The Parties recognise that this Enterprise Agreement will contain a framework for career advancement.
- 13.4 Training will be provided for Employees consistent with the needs of the business.
- 13.5 All Employees will be required to utilise recognised skills and assessed competencies both individually and within their team based role.
- 13.6 The allocation of work to employees will be subject to the operational needs of the business taking into account the following:-
- a. the most effective utilisation of skilled resources.
 - b. equitable allocation of work between employees of similar level of competency or skill.
 - c. development of additional competencies and skills required by on-the-job training.
 - d. planning to allow acquisition of additional skills by training.
 - e. the need to ensure exposure to a variety of tasks so as to ensure that skills and knowledge are maintained.
 - f. When all things are equal (including merit and performance) seniority will be taken into account (for permanent employees).
- 13.7 The Company's training program will aim to give Employees the opportunity to advance to the limits of their individual interests and capacities. It is recognised that progression may be limited by production requirements, training resources and the availability of equipment and safety factors.
- 13.8 Training programs will be designed and made available by the Company according to its current and future operational needs.
- 13.9 The opportunity for Employees to acquire additional skills will be initially assessed on the following:-
- a) There being a suitable vacancy or opportunity to meet operational requirements.
 - b) Application requesting to learn skills.
 - c) Applicant's work performance and attitude (eg. Time keeping record, attendance, sick leave record etc).
 - d) Previous training undertaken.
 - e) The achievement of an acceptable level of proficiency from previous training.
 - f) Demonstrated aptitude for the skills which are to be acquired.
 - g) Interview.
- 13.10 The agreed process of consultation and grievance handling will be used for any employee who believes they have been overlooked or treated unfairly (See Attachment 4 – Dispute and Disciplinary Procedure").



14. LEAVE AGREEMENTS**Sick Leave**

14.1 A permanent employee who is absent from their work on account of personal illness, or on account of injury by accident, shall be entitled to sick leave subject to the following conditions and limitations:-

- a. The employee is entitled to sick leave if he/she has been employed permanently by the Company after a period of three (3) months.
- b. The employee shall not be entitled to sick leave for any period in respect of which he/she is entitled to Worker's Compensation.
- c. The employee should notify the Company of their inability to attend for duty prior to the commencement of their shift; should this not happen then Clause 15 will be actioned.

14.2 An employee in the first three (3) months of service is not entitled to sick leave, thereafter, in the first year of service shall be entitled to five (5) days of sick leave. During their subsequent years of service, an employee shall be entitled to ten (10) days of sick leave which shall be accumulated from year to year.

14.3 The policy of 1 day sick leave without a medical certificate and a medical certificate for 2 or more days applies. A medical certificate is also required for a sick day immediately before or after a public holiday.

Absent Before/After Public Holiday

14.4 An employee who absents him/herself, without leave, on the working day immediately preceding or the working day immediately succeeding any public holiday shall not be entitled to payment for that public holiday. In exceptional circumstances, Management may waive this general rule.

Carer's Leave

14.5 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in Clause 14.7 b), who needs the employee's care and support, shall be entitled to use any current or accrued sick leave entitlement, 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.

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

14.7 The entitlement to use sick leave in accordance with this clause is subject to:

- a) The employee being responsible for the care of the person concerned; and
- b) The person concerned being:
 - i) a spouse of the employee; or
 - ii) 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
 - iii) a child or an adult child (including 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 of the employee; or
 - iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - v) 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.
- c) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

14. **LEAVE AGREEMENTS continued**

Compassionate Leave

- 14.8 A permanent employee shall on the death within Australia of the husband, wife, father, mother, child, brother, sister, stepchild, mother-in-law or father-in-law of the employee be entitled to leave up to and including the day of the funeral of such relation, such leave for a period not exceeding two days in respect of any such death shall be without loss of ordinary pay.
- 14.9 For the purpose of this clause words "husband" or "wife" shall include a person who was living with the employee as a de facto husband or wife immediately prior to the death of the person.

Annual Leave

- 14.10 Permanent and part-time employees are entitled to four (4) weeks annual leave per year.
- 14.11 Employees are required to submit a leave form to their supervisor for approval before the leave is taken. Employees must indicate on this form whether they want their annual leave paid weekly or at the commencement of annual leave.
- 14.12 Employees receive Annual Leave Loading of 17.5% of annual leave gross pay at the same time that annual leave is paid.

Other Leave

- 14.13 This agreement provides for all other NSW Legislated Leave, eg. Parental Leave, Long Service Leave,

15. **ABSENTEEISM CONTROL MEASURES**

- 15.1 Sick Leave is unlike Annual Leave or Long Service Leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty. It is an insurance to protect the Employee and his/her family against hardship should he/she be unable to continue his/her normal occupation and should be only so utilised.
- 15.2 This procedure is designed to curtail sick leave abuse by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding the provisions of Clauses 14.1 to 14.4 - Sick Leave.
- 15.3 Procedures
- a. The Companies will review the sick leave records regularly with a view to establishing whether Employee attendance is satisfactory.
 - b. Any employee with an unsatisfactory record shall be interviewed by the Company. If the discussions in respect to the absences do not provide satisfactory reason for the absences, then a letter of warning shall result. The employee shall be given the opportunity to have a representative present during the interview.
 - c. If no improvement is observed within a specified time, the employee will again be interviewed. If the interview results in unsatisfactory reasons being given, then a second letter of warning will be sent to the employee. This may also indicate that proof of illness or a certificate may be required for any further absences.
 - d. If the above action still results in unsatisfactory attendance at work, then a final warning is to be given and if this is disregarded then grounds will have been established for termination of the employment.
- 15.4 The above procedure does not operate to withdraw the Company's right to take termination action or other disciplinary action against any employee if that employee has been found guilty of filling out a false sick leave application form and claiming leave pay when that person was not genuinely on sick leave. This is a matter relating to fraudulent misrepresentation which may justify instant dismissal.

16. PRODUCTIVITY PERFORMANCE IMPROVEMENT MEASUREMENTS

- 16.1 All Parties commit to a process of continuous improvement measures and use of performance indicators as a means of measuring what has been achieved and identify further improvement opportunities. The role of key performance indicators is to assist in the attainment of the Company's corporate goals and improving site profitability and will be the measure for future wage increases.
- 16.2 Productivity (kilograms/man hour) will be used as the primary performance indicator. Production, packaging and the Inverell site as whole, will be measured weekly to track performance, and graphs exhibited around the site.

17. REDUNDANCY

- 17.1 Refer to "Attachment 5 - Redundancy Agreement".



18. HEALTH AND SAFETY

- 18.1 In accordance with the Occupational Health and Safety Act 1983, the Company shall ensure the health, safety and welfare at work of all their employees. Any protective clothing or safety equipment required shall be provided by the Company and used in accordance with safety policies.
- 18.2 Employees will participate in activities to support the Company's Health and Safety policies including:-
- a. housekeeping and cleaning as part of normal duties.
 - b. training in emergency practices and simulations.
 - c. safety training.
 - d. safety audits.
 - e. incident/injury reports and follow up.
 - f. risk assessment reports and participation.

- 18.3 All Parties commit to the Company's Safety, Hygiene, Housekeeping and GMP policies.

19. ROSTERED DAYS OFF

- 19.1 The Company's business requires it to operate in a non-rostered day off environment.

20. UNIFORMS

The Company will provide uniforms in accordance with the Company's policy. This policy will be revisited through consultation, and will be in accordance with the work areas needs and requirements. The employee is responsible for cleaning and maintaining their uniform for which an agreed laundry allowance will be paid. If an allowance is paid it will be included in normal weekly pays (paid monthly). The amount paid per month is \$40.

21. WAGES AGREEMENT

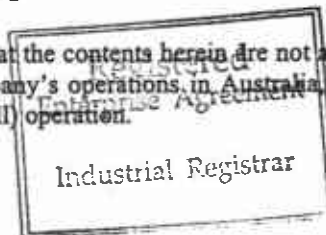
- 21.1 The rate of pay for casual employees shall be the agreed permanent rate plus 12.5%. Casual employees are also entitled to receive an additional amount equal to 8.33% (1/12) of their ordinary time earnings in lieu of annual leave, ie. 20.83% loading on ordinary time, 12.5% loading on overtime.
- 21.2 Part-time employees to be paid the same rate as permanent employees. All conditions are the same as for permanent employees except for the base of 38 hours per week.
- 21.3 The existing Service Agreement remains in place (see "Attachment 1 - Wages Classification Scheme".)
- 21.4 Annual Leave Loading will be paid on leave accumulated from the date permanent employment commenced and will be at the standard rate for permanent employees, i.e., 4 weeks per annum at 17 1/2%.
- 21.5 Management and the Consultative Committee have established full agreement on a Wage Classification system and definitions of appropriate skills levels and gradings are clearly defined and an assessment criteria established. The wage classification system will have six (6) levels, the skills determined per level will be specific for each work area. Competencies and skill levels at Supercoat Petcare Pty Limited (Inverell) are defined in "Attachment 2 - Competencies and Skill Levels".
- 21.6 On or before the date of this Agreement all Employees will be classified according to the Wage classification system, in keeping with Company's requirements at each level.
- 21.7 Employees will be required to undertake formal training without loss of pay when a training need is identified through the assessment process.
- 21.8 Engineering and Maintenance Department employment conditions are clarified in "Attachment 3 - Engineering & Maintenance Conditions". These conditions form part of this EBA 2000.
- 21.9 Wage increases due to past productivity increases are offered over 2 years as detailed in "Attachment 1 - Wages Classification Scheme". Maintaining the achieved levels of productivity is an explicit condition. If these levels of productivity should not be maintained, the Company reserves the right to review the offered second increase, and reach agreement with all parties.
- 21.10 It must be clearly understood that this EBA encompasses two forms of wage increase:
- 1) Level adjustment effective from 6/12/2000 where applicable
 - 2) 1st Productivity increase of 5% from 6/12/2000 (3.023% for previous Savings Clause Personnel)
 - 3) 2nd Productivity increase of 4% from 6/12/2001 (subject to Clause 21.9).
- See also attached individual employee pay rates Dec 2000 and Dec 2001 in "Attachment 6".
- 21.11 The wage offer is a two part package and cannot be split, ie. If productivity increases rejected, level increases are null and void, and current level structure will remain.

22. UNION RECOGNITION AND MEMBERSHIP

- 22.1 For the duration of this Agreement, Supercoat Petcare recognise the National Union of Workers as the union representing all Employees in related classifications who are covered by this Agreement. This representation extends to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement.
- 22.2 It is the policy of Supercoat Petcare that all Employees subject to the Agreement shall be given the opportunity to join the National Union of Workers (NSW Branch).
- 22.3 Supercoat Petcare undertakes upon authorisation to deduct Union membership dues, as levied by the National Union of Workers (NSW Branch) in accordance with its rules, from the pay of Employees who are members of the National Union of Workers (NSW Branch) at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.
- 22.4 All new Employees shall be advised of the matters set out in 22.1, 22.2, and 22.3 above and shall be introduced to the site NUW delegates upon being accepted for employment.


23. AGREEMENT NOT TO BE USED AS A PRECEDENT

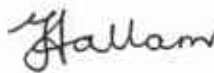
- 23.1 The Company and the Parties to this Agreement agree that the contents herein are not able to be used as a precedent within any other sections or part of the Company's operations in Australia, ie this Agreement applies only to the Supercoat Petcare Pty Limited (Inverell) operation.



24. SIGNATORIES TO AGREEMENT


For and on behalf of the Company, Supercoat Petcare Pty Ltd (Inverell)


John Morkunas
Manufacturing Manager
Date: 20/2/2001.

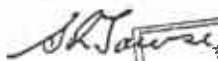

Fiona Hallam
Factory Accountant
Date: 20-2-01

For and on behalf of the Employees,

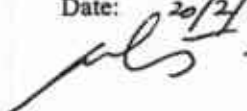
this document has been negotiated in consultation with the Supercoat Petcare Pty Ltd (Inverell) employees by the following people, whose signatures appear below, and we would like to recognise their efforts.

Gregory Stewart
Date: 21-2-01


Stephen Towse
Date: 20-2-01

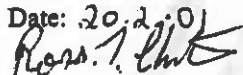


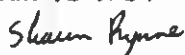


for Ian Moylan (N/LEW) 
Date: 20/2/2001


Trevor Kiernan
Date: 20-2-01



Ross Charter
Date: 20.2.01


Shaun Rynne
Date: 20-2-01


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


Frank Belan
State Secretary
Date: 26 FEB 2001

ATTACHMENT 1 - WAGE CLASSIFICATION SYSTEM

TABLE 1 - WAGE RATES - 6 December 2000 to 5 December 2001

Level	Gross Hourly Rate	
	Permanent	Casual
1 *	n/a	12.7234
2	12.56	15.1762
3	13.29	16.0583
4	13.46	16.2637
5	14.14	17.0854
6	15.97	n/a

*Level 1 casual employees at the time of commencement of agreement will remain on \$13.8109 per hour (casual rate) until promoted to Level 2.

Registered
Enterprise Agreement
Industrial Registrar

TABLE 2 - WAGE RATES - 6 December 2001 to 5 December 2002**

Level	Gross Hourly Rate	
	Permanent	Casual
1	n/a	13.2309
2	13.06	15.7804
3	13.82	16.6987
4	14.00	16.9162
5	14.71	17.7741
6	16.61	n/a

** subject to the following levels of productivity being maintained.

Production 1810 kg/man hour
Packaging 483 kg/man hour

(These levels of productivity are to be maintained under an assumption of a similar product mix and conditions).

TABLE 3 - SERVICE AGREEMENT

Years of Service	Weekly Equivalent Payment	Annual Payment Each December
1 to 3 Years	\$2.00	\$104.00
4 to 8 Years	\$4.00	\$208.00
9 or greater	\$6.00	\$312.00

27. ATTACHMENT 3 – ENGINEERING AND MAINTENANCE EMPLOYMENT CONDITIONS

27.1 Engineering and maintenance persons must agree to the following requirements:

a) **On-Call**

- I. On-call is an essential part of maintenance operation.
- II. Outside normal hours, maintenance shall roster on call during production activities.
- III. The on-call rate is \$6.00 per hour (must be available by phone with immediate start).
- IV. Minimum call out time paid is 1 hour.
- V. During call outs normal overtime penalty rates apply.
- VI. Whenever on site on-call is not applicable.

b) **Shift Roster**

- I. Weekly shift roster will be in consecutive days as for other Departments.
- II. Days can be over the full 7x24 hours days as for other Departments.
- III. Shifts per day shall be no longer than 12 hours every 24 hour period (excluding on-call and overtime).
- IV. Total normal roster hours will not exceed 48 hours per roster.
- V. Penalty rates and allowances apply to roster hours if outside normal hours (eg. Over 7.6 hours, weekend work, nightshift).

c) **Overtime**

- I. Overtime is a necessary part of the department's role.
- II. In periods of production breakdowns and high production demands overtime is an integral part of the maintenance and engineering function, and this departments employees must be available as required.



28. ATTACHMENT 4 – DISPUTE AND DISCIPLINARY PROCEDURE

28.1 Dispute Procedure

Q. *What happens if you, individually or with other employees have a dispute or grievance about work or a work related matter?*

A. (I) In relation to any work related issue between you, other employees and the Companies, you will immediately notify your supervisor as soon as possible about the matter and request a meeting with him or her to discuss it. This meeting must occur within five days of the incident. At this meeting you and the supervisor will attempt to resolve the matter by:

- you and your supervisor conferring on the matter; and
- the supervisor responding either verbally or in writing to the issue within 24 hours of the meeting finishing.

(II) If you are not satisfied with the supervisor's response, you can arrange another meeting with the Manufacturing Manager. This meeting should occur within 48 hours, with a response to you within 24 hours of the meeting finishing. If a longer period is required, you will be immediately notified by the Manufacturing Manager. The employee may seek Union representation at this stage of the procedure.

(III) If the matter is not resolved after this meeting either party may refer the matter to the New South Wales Industrial Commission for assistance in relation to the particular issue or matter.

B. While the above procedure is being followed, work shall continue as normal and status quo applies.

28.2 Disciplinary Procedure

Q. *What is the procedure the Company must adopt if it wants to discipline you about your work performance or other matters of concern to the Company?*

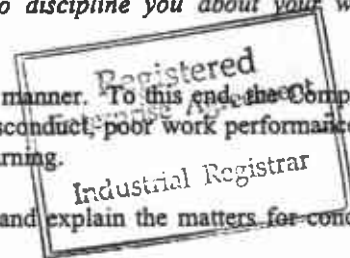
A. The Company will not intentionally terminate you in an unlawful manner. To this end, the Company will adopt the following procedures when disciplining you for misconduct, poor work performance or other conduct warranting, in the Company's opinion, an official warning.

I. If a problem occurs, your supervisor will initially interview you and explain the matters for concern and improvements expected.

II. Both your supervisor and the Manufacturing Manager will later interview you. The matter of concern will be fully outlined to you at the meeting. At this stage you may be given an official warning about the matter. You will receive a record of the meeting, which will include the matters raised with you and the response by you to the allegation(s). A copy of the written warning (if any) will be placed on your file for a period of six months unless you have convinced the Company that such warning is not appropriate and the Company accepts your explanation. The employee may have your union representative present at this meeting if they so wish.

III. If there is no improvement in your behaviour or performance within the stipulated period set out in the first written warning, or further acts of misconduct or poor performance recurs within that period, you will receive a second written warning, but only after the same procedure that was adopted for the first warning has been followed. This second warning will stay on your file for twelve months.

IV. If you do not satisfactorily improve your performance within the agreed period, or the conduct recurs within the twelve month period, the Company may dismiss you after it has conducted a full investigation into the problem and has considered your response or explanation. The same procedure for this meeting will be followed as above.



28. **ATTACHMENT 4 – DISPUTE AND DISCIPLINARY PROCEDURE** continued

- V. During the implementation of any part of this procedure, your work will continue as normal without any disruption to the Companies operations. The companies may, however, in cases of alleged serious misconduct immediately terminate you, suspend you (with pay) if an investigation is required or move you to another area of the workplace while an allegation of misconduct is investigated. The maximum period of suspension will be seven working days. The Company will rely on the results of this investigation to determine whether you will be immediately terminated or given an official warning.
- VI. The provisions of this clause will not apply in cases of serious misconduct, when your employment may be terminated immediately, which may include an investigation under Clause 5.



29. **ATTACHMENT 5 - REDUNDANCY AGREEMENT**

29.1 **Application of Agreement**

This agreement applies to permanent employees who perform work regulated by the Supercoat Petcare Pty Ltd EBA 2000 and are employed by Supercoat Petcare Pty Ltd, Swanbrook Road, Inverell, New South Wales.

"Permanent employees" includes full time and part time employees of Supercoat Petcare Pty Ltd, Inverell, and it does not include casual employees.

29.2 **Scope**

This agreement operates to replace and exclude the Award and industrial agreements that would otherwise apply concerning redundancy.

29.3 **Duration**

This agreement will apply from the date it is signed by the Supercoat Petcare Consultative Committee until the expiration of the Supercoat Petcare EBA in December 2002.

29.4 **Redundancy**

If Supercoat Petcare makes a decision, due to changes in production, program, organisation, structure or technology that it no longer wishes the job an employee has been doing to be done by anyone, the employee's position will become redundant. Examples of redundancy situations include the introduction of new technology, long term demand changes and a restructure of the business.

29.5 **Selection Criteria**

If more than one employee performs work in a position which will be made redundant, Supercoat will select the employees for redundancy on the following basis:

Levels
Shift Effectuated

29.6 **Consultation**

As soon as practicable after Supercoat Petcare has made a definite decision that employee positions will become redundant, Supercoat Petcare will hold discussions with the employees directly affected and the Union, if the employees are members of the Union, about the following matters:

- a) the reasons for the proposed terminations;
- b) measures to avoid or minimise the terminations;
- c) measures to mitigate any adverse effects of any terminations on employees;
- d) the number and levels of employees likely to be affected; and
- e) the period over which the terminations are likely to be carried out.

For the purposes of the discussions, Supercoat Petcare will give the employees directly affected and the Union, if the employees are members of the union, all relevant information about the proposed terminations. Supercoat Petcare will not however be obliged to disclose confidential information to employees or the union that would adversely affect it.



29. ATTACHMENT 5 - REDUNDANCY AGREEMENT continued

29.7 Notice

The period of notice Supercoat Petcare will provide permanent employees on termination of their employment for reasons of redundancy is:

Employee under 45
4 weeks

Employee 45 or over
5 weeks

Supercoat Petcare may require an employee to work out the notice period or make a payment to the employee instead of providing the notice. This means that if Supercoat Petcare require an employee to work out the notice period it will not make any payment to the employee in relation to notice.

If an employee is required to work out the notice period (or work out part of the period) he or she is required to carry out his or her normal duties at existing performance levels.

29.8 Redundancy Pay

In addition to the period of notice detailed in clause 7 above, if a permanent employee's employment is terminated for reasons of redundancy Supercoat Petcare will pay the employee four (4) weeks' pay for each completed year of continuous service and if his or her service during the final year exceeds six (6) months, an additional two (2) weeks pro-rata payment will be paid on the termination of his or her employment with Supercoat Petcare.

If an employee's employment is terminated for reasons of redundancy and he or she has less than one (1) year of continuous service, Supercoat Petcare will pay four (4) weeks pay as a redundancy payment to him or her.

For the purpose of calculating an employee's redundancy payment a weeks pay includes the ordinary rate of pay, shift penalties (averaged if rotating) and allowances provided for in the EBA. Maximum payment made will be 60 weeks (including notice and year of service multiplier).

Example

	<i>Employee under 45</i>
Notice	4 weeks
Eg. 14 years x 4 weeks	<u>56 weeks</u>
TOTAL	60 weeks



If 15 years	60 + 4 = 64	60 + 5 = 65
	64 weeks is in excess of 60. Maximum of 60 weeks applies	65 weeks is in excess of 60. Maximum of 60 weeks applies.

For the purpose of calculating continuous service, service as a casual employee will not be counted.

29.9 Long Service Leave

Payment in accordance with the Long Service Leave Act for employees made redundant and who have more than five (5) years service, long service leave will be paid on a pro-rata basis.

29.10 Sick Leave

If a permanent employee is made redundant and has accumulated sick leave at the time of termination of his or her employment, Supercoat Petcare will pay out the employee's accumulated sick leave on termination.

29. **ATTACHMENT 5 - REDUNDANCY AGREEMENT continued**

29.11 **Time Off for Job Interviews**

Supercoat Petcare will provide redundant employees with paid time off, up to a maximum of 8 hours to search for employment during the notice period. Payment will only be made by Supercoat Petcare where it has been given advance notice of the absence including during the duration of the absence and it has given its approval for the employee to take the time off.

29.12 **Additional Assistance**

Supercoat Petcare will also provide administrative and clerical assistance to the permanent employees who are selected for redundancy to search for other employment during the notice period. Examples of the assistance Supercoat Petcare will make available include: typing of resumes, access for the purpose of photocopying resumes and certificates (up to 20 pages) and access to the telephone to arrange interviews (local calls only).

29.13 **Certificate of Service**

All redundant employees will be given a Certificate of Service stating reason of termination, classification and length of service.

29.14 **Alternative Employment**

If Supercoat Petcare offers an employee whose employment would otherwise be terminated by reason of redundancy an acceptable alternative position, or if Supercoat Petcare obtains acceptable alternative employment for such an employee, Supercoat Petcare will not make a redundancy payment to the employee should he or she accept or reject the alternative employment.

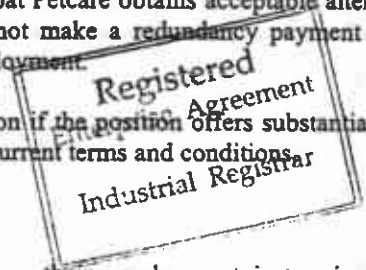
A position will be considered an acceptable alternative position if the position offers substantially the same terms and conditions of employment as the employee's current terms and conditions.

29.15 **General**

No employee will be entitled to redundancy payments unless their employment is terminated by Supercoat Petcare as a result of genuine redundancy. Any decision in this respect is solely at the discretion of Supercoat Petcare.

29.16 **Individual Contracts of Employment**

The terms of this agreement will not expressly or by implication form part of the contracts of employment of any of Supercoat Petcare's employees including those who are covered by this agreement.



30. ATTACHMENT 6 - DECEMBER 2000 AND 2001 INDIVIDUAL WAGE WORKINGS

INDIVIDUAL EMPLOYEE INCREASES
DECEMBER 2000, LEVEL EFFECT, AND DECEMBER 2001

DEC 2000

Casuals & Permanent

Employee	per Hour	Old Level	New Level Dec 2000	New Rate Dec 2000	Dec 2000 Increase	Base % Increase	Level % Increase	TOTAL % Increase Dec 2000	99/2000 Weekly Wage	2001 Weekly Wage	Weekly Increase	Avg Weekly
Parker Matthew	15.50	4	6	15.9700	0.4700	3.0323	0.0000	3.03	599.00	606.96	17.96	
Sawant Gregory	15.50	4	6	15.9700	0.4700	3.0323	0.0000	3.03	599.00	606.96	17.96	
Hawkins Brett	15.50	3	6	15.9700	0.4700	3.0323	0.0000	3.03	599.00	606.96	17.96	
Sharpe Nigel	13.00	2	5	14.1400	1.1400	5.0000	3.7982	8.77	494.00	537.32	43.32	
Lewis Darryl	14.25	4	6	15.9700	1.7100	5.0000	6.9916	11.99	541.88	606.96	64.98	
Lockwood Chris	14.25	4	6	15.9700	1.7100	5.0000	6.9916	11.99	541.88	606.96	64.98	
Maytan Ian	14.25	4	6	15.9700	1.7100	5.0000	6.9916	11.99	541.88	606.96	64.98	
Duffy Peter	11.98	2	2	12.5800	0.6000	5.0000	0.0167	5.02	454.48	477.28	22.80	
Touse Stephen	11.98	2	2	12.5800	0.6000	5.0000	0.0167	5.02	454.48	477.28	22.80	
Ford Reginal	11.98	2	2	12.5800	0.6000	5.0000	0.0167	5.02	454.48	477.28	22.80	
Barlow Jade	11.98	2	2	12.5800	0.6000	5.0000	0.0167	5.02	454.48	477.28	22.80	
Valkuta Mike	11.98	2	2	12.5800	0.6000	5.0000	0.0167	5.02	454.48	477.28	22.80	
Carter Ivan	11.98	2	2	12.5800	0.6000	5.0000	0.0167	5.02	454.48	477.28	22.80	
Cronin Robert	12.95	3	3	13.2900	0.3400	5.0000	0.0883	5.08	480.70	505.02	24.32	
Dixon Scott	12.95	3	3	13.2900	0.3400	5.0000	0.0883	5.08	480.70	505.02	24.32	
Smith Brendan	12.95	3	4	13.4800	0.5100	5.0000	1.4032	6.40	480.70	511.48	30.78	
Crouch Martin	12.95	3	4	13.4800	0.5100	5.0000	1.4032	6.40	480.70	511.48	30.78	
Hill Jonathan	12.95	3	4	13.4800	0.5100	5.0000	1.4032	6.40	480.70	511.48	30.78	
Kieran Trevor	12.95	3	4	13.4800	0.5100	5.0000	1.4032	6.40	480.70	511.48	30.78	
McElhinney	12.95	3	4	13.4800	0.5100	5.0000	1.4032	6.40	480.70	511.48	30.78	
Fletcher Michael	12.95	3	4	13.4800	0.5100	5.0000	1.4032	6.40	480.70	511.48	30.78	
Warren Johnson	12.95	3	4	13.4800	0.5100	5.0000	1.4032	6.40	480.70	511.48	30.78	
Newham William	12.95	3	5	14.1400	1.1900	5.0000	6.7787	11.78	480.70	537.32	56.62	
Rynne Shaun	12.95	3	5	14.1400	1.1900	5.0000	6.7787	11.78	480.70	537.32	56.62	
Stephan Grant	12.95	3	5	14.1400	1.1900	5.0000	6.7787	11.78	480.70	537.32	56.62	
Charter Ross	12.25	2	4	13.4800	1.2100	5.0000	4.8778	8.86	468.50	511.48	42.98	
Trevinick Vincent	11.98	2	3	13.2900	1.3500	5.0000	6.1204	11.12	454.48	505.02	50.54	
Jay Hineswood	11.98	2	3	13.2900	1.3300	5.0000	6.1204	11.12	454.48	505.02	50.54	
Hichins Gordon	11.98	2	4	13.4800	1.5000	5.0000	7.5418	12.54	454.48	511.48	57.00	
Dunlop Peter	11.98	2	4	13.4800	1.5000	5.0000	7.5418	12.54	454.48	511.48	57.00	
Crouch Anthony	11.98	2	4	13.4800	1.5000	5.0000	7.5418	12.54	454.48	511.48	57.00	
Chris Burt	12.95	3	6	16.9700	3.0200	5.0000	18.3205	23.32	482.10	606.96	114.76	41.29
Casuals									524.81	483.49	0.00	
New Level 1	13.8100	1	1	12.7234	-1.0875	0.0000	-7.8742	-7.87	524.81	483.49	0.00	
New Level 1	13.8100	1	1	12.7234	-1.0875	0.0000	-7.8742	-7.87	524.81	483.49	0.00	
New Level 1	13.8100	1	1	12.7234	-1.0875	0.0000	-7.8742	-7.87	524.81	483.49	0.00	
New Level 1	13.8100	1	1	12.7234	-1.0875	0.0000	-7.8742	-7.87	524.81	483.49	0.00	
New Level 1	13.8100	1	1	12.7234	-1.0875	0.0000	-7.8742	-7.87	524.81	483.49	0.00	
New Level 1	13.8100	1	1	12.7234	-1.0875	0.0000	-7.8742	-7.87	524.81	483.49	0.00	
Kieran Heath	13.8100	1	1A	13.8100	0.0000	0.0000	0.0000	0.00	524.81	524.81	0.00	
Stevens Kyle	13.8100	1	1A	13.8100	0.0000	0.0000	0.0000	0.00	524.81	524.81	0.00	
Warriner Mark	13.8100	1	1A	13.8100	0.0000	0.0000	0.0000	0.00	524.81	524.81	0.00	
Sheward Maryanna	13.8100	1	1A	13.8100	0.0000	0.0000	0.0000	0.00	524.81	524.81	0.00	
Thomas Amanda	14.4513	2	2	15.1782	0.7249	5.0000	0.0185	5.02	548.15	578.70	27.55	
Ryan Terrence	14.4513	2	2	15.1782	0.7249	5.0000	0.0185	5.02	548.15	578.70	27.55	
Mair Matthew	14.4513	2	2	15.1782	0.7249	5.0000	0.0185	5.02	548.15	578.70	27.55	
Smith Troy	14.4513	2	2	15.1782	0.7249	5.0000	0.0185	5.02	548.15	578.70	27.55	
Davis Stephen	14.4513	2	2	15.1782	0.7249	5.0000	0.0185	5.02	548.15	578.70	27.55	
Raymond Harrison	14.4513	2	2	15.1782	0.7249	5.0000	0.0185	5.02	548.15	578.70	27.55	
Geoffrey Pitt	14.4513	2	2	15.1782	0.7249	5.0000	0.0185	5.02	548.15	578.70	27.55	
Miller Ailyn	14.4513	2	2	15.1782	0.7249	5.0000	0.0185	5.02	548.15	578.70	27.55	
Austin Colin	14.4513	2	2	15.1782	0.7249	5.0000	0.0185	5.02	548.15	578.70	27.55	
Hoyl Jade	14.4513	2	2	15.1782	0.7249	5.0000	0.0185	5.02	548.15	578.70	27.55	
Woodward Brett	14.4513	2	2	15.1782	0.7249	5.0000	0.0185	5.02	548.15	578.70	27.55	
Johnson Dwight	14.4513	2	2	15.1782	0.7249	5.0000	0.0185	5.02	548.15	578.70	27.55	
Johnson Kate	14.4513	2	2	15.1782	0.7249	5.0000	0.0185	5.02	548.15	578.70	27.55	
Thomson Shannon	14.4513	2	4	16.2637	1.8124	5.0000	7.5418	12.54	548.15	618.02	69.87	
Latter Graham	14.4513	2	4	16.2637	1.8124	5.0000	7.5418	12.54	548.15	618.02	69.87	
O'Dell Perry	14.4513	2	5	17.0854	2.6341	5.0000	13.2272	18.23	548.15	648.24	100.09	Avg
Doug Sheppard	15.6475	2	5	17.0854	1.4379	5.0000	4.1881	9.19	594.81	648.24	53.43	Weekly
Craig Tulczyn	15.6475	2	5	17.0854	1.4379	5.0000	4.1881	9.19	594.81	648.24	53.43	Weekly



