

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/119

TITLE: National Foods Milk Limited Penrith Operations Enterprise Agreement 2002-2005

I.R.C. NO: IRC3/1179

DATE APPROVED/COMMENCEMENT: 23 April 2003/16 December 2002

TERM: 30 June 2005

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/338

GAZETTAL REFERENCE: 20 June 2003

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of National Foods Milk Limited employed at the Company's Penrith facility and engaged in the receipt, processing, packaging and distribution of milk and related products at the Penrith site who fall within the coverage of the Milk Treatment, &c., and Distribution (State) Award

PARTIES: National Foods Milk Ltd -&- the Transport Workers' Union of New South Wales



FILED

- 5 MAR 2005

OFFICE OF THE INDUSTRIAL
REGISTRAR

**NATIONAL FOODS MILK LIMITED
PENRITH OPERATIONS AGREEMENT 2002-2005**

1. TITLE

This agreement shall be known as the "National Foods Milk Limited Penrith Operations Agreement 2002-2005" ("the agreement").

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3. INCIDENCE AND PARTIES BOUND

This agreement is made between National Foods Milk Limited (ABN 63 051 195 272), ("the company"), and the Transport Workers' Union of Australia, NSW Branch ("the union") on behalf of all employees who are eligible to be members of the union employed at the company's Penrith facility ("the site") engaged in the receipt, processing, packaging and distribution of milk and related products at the Penrith site.

4. OBJECTIVE

The objective of this agreement is to assist the site in achieving continuous improvement in occupational health and safety performance, employee relations, customer service, product quality, waste reduction; and to facilitate employee training.

5. PARENT AWARD

Where this agreement is silent the provisions of the Milk Treatment and Distribution (State) Award ("the award") will apply. In the event of any inconsistency between the award and the agreement, the agreement shall take precedence to the extent of the inconsistency.

6. CONSULTATIVE COMMITTEE

A site consultative committee will be established. The objective of the committee is to facilitate the achievement of the objective of this agreement and to enhance site communications. The committee will meet not less than monthly. The agenda will include information sharing of any significant proposed changes to site operations, communications from senior management, and provide a forum for employees to provide an input to site operational developments and initiatives.

The committee will contain six elected members drawn from employees' representative of each operational area of the site and management representatives. A quorum of four employee representatives must be present at each meeting. If elected representatives are unable to attend a meeting, a nominated substitute can attend in their place. Additionally one non-committee member may be invited as an observer to each of the committee meetings.



7. DISPUTES PROCEDURE / CONTINUATION OF OPERATIONS

It is recognised that employees and/or the Union may from time to time have grievances or queries that they wish to pursue with the Company. It is agreed that such issues will be resolved in accordance with the following procedures without disruption to customer service or operations, ensuring that all efforts are made to resolve issues by agreement at the local level prior to disputes proceedings being initiated.

- a. The individual involved will discuss the issue with the relevant department supervisor. The individual may request to be represented by a site delegate or co-worker during this meeting. A response from the supervisor to the issue will normally occur within 24-48hrs of it being raised.
- b. Where an issue cannot be resolved at this level a meeting shall be arranged between the relevant departmental manager or his/her nominee and individual involved. The individual may request to be represented by a site delegate or co-worker during this meeting. A response from the manager to the issue will normally occur within 48-72hrs of it being raised.
- c. Should the matter still remain unresolved a formal meeting will be convened with senior management, the individual concerned, the site delegate most involved with the grievance, the departmental manager and, where requested, the TWU site organiser.
- d. In the event that a mutually agreeable outcome is not achieved, and where there is a likelihood of industrial action on any matter the TWU organiser shall formally advise senior management as to the nature of the dispute and the intended course of action to be taken in the event that resolution is not reached. The senior management shall convene a special meeting of the relevant parties within 24 hours from the time of notification to formally respond to the issues in dispute.
- e. If the matter remains unresolved it shall be referred to the N.S.W. Industrial Relations Commission for resolution prior to any interruption to site operations.

In the event that an employee is dismissed by the Company and the union opposes that dismissal, the employee concerned shall be reinstated, but suspended without deduction of pay until a meeting and subsequent discussion has taken place involving the TWU delegate, relevant senior manager and employee concerned to discuss the matter.

8. WAGES

New employees will commence on a three month probation period. During this period new employees will receive the Entry rate of pay (as per Appendix 1: Schedule of Wages). During this period new employees will be required to complete Certificate 1 in Warehousing & Distribution or Food Processing.

Progression to the Base rate of pay (as per Appendix 1), however, occurs with the demonstration of competency of work performed and the completion of Certificate 2 in Warehousing & Distribution or Food Processing.

Under normal circumstances this will be completed within the first six months of employment with National Foods Ltd. In the event that an employee experiences severe difficulty with the course content, all efforts will be made by the company to assist these individuals in reaching the course competency.

Should an employee for any reason chose not to enrol or complete Certificate 2 they will remain on the Entry rate until such time as they chose to complete this requirement.

Any employee who has previously chosen not to complete Certificate 2 at 1st December 2002 will be paid at the Base rate until the 1st of April, 2003 to provide incentive to do so. Should completion of this requirement not be attained they will be reduced to the Entry level of pay from 2nd April 2003.

9. ALLOWANCES

In order to financially recognise the contribution of employees working in higher duties (Processing, Leading Hands, Inventory Clerks, Laboratory) several paid allowances are available (as per Appendix 2: Schedule of Allowances).

Payment of these allowances is subject to following conditions:

- a. Greater than 20hrs per week spent performing the position.
- b. Acceptable standard of performance demonstrated for the position.
- c. Completion of the appropriate training requirements of the position.

In the event that an employee may be eligible to more than one allowance, they will be paid the allowance of the highest value only (nb: excluding Shift, First Aid, Forklift and Cool room)

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All allowance will be paid on the Entry rate or Base rate of pay dependent on entitlement only. In the event that an employee is paid above the Base rate of pay they will be paid the Base rate of pay plus allowances OR their historical rate of pay which ever is the greater amount.

10. COMMITMENT TO TRAINING

The parties to this agreement are committed to training and development for the mutual benefit of the Company and employees.

In the interests of employees and the company development, safety and environmental standards all employees are expected to undergo formal TAFE training in Certificates 1 with the option to complete 2 in Warehousing and Distribution or Food Processing.

Supplementary training may also be required to ensure appropriate legislative and organisational commitments are met by the company and its employees. Eg Harassment training, Manual Handling training, Standard Operating Procedures etc.

In addition to these general training requirements employees performing higher duties will also be required to complete formal training to the level of Certificate 3 in Warehousing and Distribution or Food Processing.

The company shall make efforts to schedule training activities within normal working hours. However, the parties acknowledge that due to the need for continuity of business operations, type of training and participant numbers required, training activities will at times need to be scheduled outside normal working hours. Where this occurs training will be scheduled as close to possible to the commencement or finish of the shift.

Should employees be unable to attend compulsory training activities outside their normal working hours for a genuine personal reason, they must notify their supervisor/manager prior to the training day explaining the situation and agree to attend an alternative session.

Where employees do not attend compulsory training activities during normal working hours, and do not attend or provide appropriate notice of non attendance, they will be counselled as per the Company disciplinary procedure.

Payment for attendance of training outside normal working hours will be at overtime rates. It is recognised that participation in Certificate 3 will require independent study in the employees own time in addition to scheduled training time conducted during work hours. Financial remuneration of this effort will be limited to the payment of the appropriate higher duty allowance.

11. BLUECARD ACCREDITATION

National Foods Ltd recognises the efforts of the Transport Workers Union in improving workplace Health and Safety and will endeavour to integrate the BlueCard passport program into its existing training program. In doing so the company undertakes to:

- a. Allow all employees to have the option to participate in obtaining their BlueCard status.
- b. Ensure that all training is delivered by appropriately qualified professionals.
- c. Invite contribution from the Transport Workers Union with regards to the Occupational Health and Safety modules of NFL's existing training and induction programs via the Site Training committee.
- d. Recommend any additional safety information that the Transport Workers Union feels is necessary to continue to improve the health and safety of NFL employees.
- e. With permission of the employee, make available to the Transport Workers Union the TAFE accredited training records completed by the employee for the purposes of BlueCard accreditation.
- f. Allocate a position on the site Training Committee for a nominated representative of the Transport Workers Union.

12. HOURS OF WORK

- a) The ordinary hours of work shall be an average of 38 hours per week as per award.
- b) Shift Definitions

Shifts will be defined as starting at or between the hours listed below:

Shift	Start Time
Day	4.00am and 8.00am
Afternoon	12.00pm and 4.00pm
Night	8.00pm and 12.00am

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In addition to the rates of pay outlined in appendix 1 & 2 all rostered shift employees shall receive a shift allowance when they work from Monday to Friday (as outlined in Appendix 2).

Rostered shift employees working an ordinary shift on a Saturday shall be paid time and one half for the first eight hours and overtime rates thereafter.

Rostered shift employees working an ordinary shift on a Sunday shall be paid time and three quarters for the first eight hours and overtime rates thereafter.

Determination of the day worked and subsequent shift penalties will be dictated by the day on which the majority of the shift falls. Employees commencing at or after 9pm will be deemed to be working the next day.

e.g A shift commencing at or after Saturday 9pm will attract Sunday penalty rates for the entirety of the shift.

Employees regular working time or times may be changed by the employer where seven (7) days notice in writing has been given or exhibited. Any employee has the ability to request a alternative arrangement to the change, however accommodation of the request will be subject to availability, the current roster and operational requirements.

13. ROSTERED DAYS OFF (RDO)

Each employee is paid an average of 38hrs per week, however is required to work 40hrs per week with 2 hours per week to be held over in an RDO bank. In order to provide more flexibility employees will be able to nominate on an annual basis (1st of February in Yr 1; thereafter 1st of July) one of the following options with regard to the use of their RDO bank hours:

- a. Monthly Rostered Day Off: One day per 4 weeks worked will be rostered as a day off.
- b. 100% pay out of RDO Bank: All RDO hours accrued over the 12mth period will be held and paid out at the end of June and the beginning of December via two E.F.T. transactions.
- c. 50% pay out of RDO bank: One day per 8 weeks worked will be rostered as a day off. Additionally 50% of RDO hours will be held and paid out at the end of December via an E.F.T. transaction.
- d. 40hours pay per week: Receive full payment of the RDO bank each week.

RDO's will be rostered by management to take into account work requirements and where possible meet employees requests.

When an employees Rostered Day Off fall on a Saturday or Sunday no penalty rate payment will be applicable.

Should an employee wish to change their Rostered Day Off schedule, an application to management for consideration may be submitted with no less than seven (7) days notice. Approval of a roster changes will be subject to availability, the current roster and operational requirements.

Where an employee elects to receive full payment of RDO bank (Option d) shall not have these payments included for the purposes of calculation of annual leave, sick leave or long service leave entitlements. ie RDO payments do not form part of the ordinary pay of the employee.

Where an employee elects to utilise their RDO bank as a day off, they may hold a maximum of 2 days as a provision for emergency leave. At the end of the financial year any RDO hours remaining in the RDO bank in excess of 2 days will be paid to the employee as a one off payment or as additional rostered leave.

14. ROSTERING OVER SEVEN DAYS

As the business operates 7 days per week the ordinary hours of work will be 38 hours, rostered over not more than five days in each seven day week, and may include weekends and public holidays.

Where employees are rostered over weekends they shall be paid time and a half on Saturday and time and three quarters on a Sunday. All employees who are rostered on for public holidays will be required to work and will receive Public holiday rates.

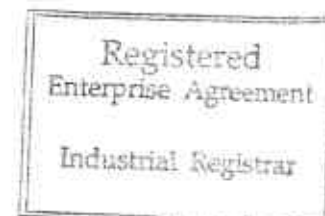
Employees who at 1st December 2002 retained the option of working and being paid time and one half for all hours worked and accruing an additional days leave will be able to continue to do so until the 1st of January 2004 at which time they will revert to receiving Public Holiday rates only.

15. OVERTIME

All time worked in excess of the normal rostered hours in any one day or outside the employee's fixed start and finishing time, shall be paid for at the time and one-half for the first two (2) hours and double time thereafter.

Where employees are rostered to work on a Sunday as part of their normal rostered hours and work overtime, all overtime worked on the day will be paid at double time.

Employees called in to work on their rostered day off will receive payment at double time for all hours worked, with a minimum payment of four hours.



16. MEAL BREAK AND ALLOWANCE

A paid meal break of twenty (20) minutes with a discretionary additional ten (10) minutes shall be taken at a time authorised by the shift manager/supervisor to suit continuous plant operation. An additional 10 minute coffee break may also be allocated by the shift supervisor subject to shift performance.

An employee who works in excess of two hours overtime per shift without notice shall receive a meal allowance (Appendix 2). Any employee working a rostered overtime shift will not be eligible for a meal allowance.

17. LEAVE

a) Annual Leave

Annual leave will accrue at the rate of 152hrs per annum for full-time employees and pro rata amounts for part-time employees. Other provisions apply as per the award.

b) Sick Leave

Employees must notify their supervisor/manager of the nature and expected duration of any absence prior to the commencement of their shift or at the earliest opportunity and, when requested provide medical evidence of why they were unable to attend.

The conditions which govern the taking of sick leave as stated in the award shall apply. Employees are entitled to take 38hrs sick leave in their first year of employment and 76hrs in each subsequent year.

Employees absent for more than one rostered shift, a rostered overtime day or scheduled work day before or after a public holiday, weekend, annual leave or RDO must produce a medical certificate stating why they were unable to attend work. Failing to do so may lead to the employee being counselled as per the Company disciplinary procedure.

Salary continuance is available to eligible employees in circumstances where serious illness or non-work related injury that necessitates the long term absences from work (appendix 3: Salary Continuance)

c) Long Service Leave

Long service leave shall be paid in accordance with N.S.W. Long Service Leave Act.

d) **Bereavement Leave**

An employee shall be entitled to a maximum of two days without loss of pay, on each occasion, and on the production of satisfactory evidence of the death of their spouse, defacto spouse, parent, sibling, child, adopted child, step parent, step child, grand parent, grand child, parents in law, niece, nephew, aunt, or uncle. Any circumstances outside of this definition will be at the discretion of management.

e) **Other Leave**

Employees can apply for Carers Leave/Maternity Leave including Parental Leave as per the Industrial Relations Act.

f) **Jury Service**

i. An employee required to attend jury service during their ordinary working hours shall be reimbursed any loss of pay in respect for ordinary time they would have worked had they not been on jury service.

ii. An employee must notify of any requirement to attend for jury service at the earliest opportunity. In addition, the employee must provide proof of attendance and proof of any amount received.

g) **Public Holidays**

As gazetted in the State of New South Wales.

18. PAYMENT OF WAGES

All employees shall be paid by electronic funds transfer on a weekly basis.

19. SUPERANNUATION

a) All employees are required to become and remain members of the TWU Superannuation Fund and all rights and obligations of the Company and the employees in relation to superannuation shall be determined in accordance with the Trust Deeds and rules governing the relevant Fund.

b) Employees who are already members of the National Foods Limited Superannuation Fund may remain in that fund or any successor.

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20. CLASSIFICATION STRUCTURE AND WAGES

The parties agree to an organisational structure based on demonstrated competency, adequate performance and completion of any relevant training. Remuneration of any employee will be comprised of an Entry/Base rate of pay plus any relevant Task, Shift or Higher Duties allowances. Rates and conditions of remuneration will be paid as per Clauses 8 & 9 and Appendices 1 & 2 of this agreement.

Site Employees Classification Structure

a. Entry Level

Probationary employees, employees performing duties of General Hand Distribution/ Production who have yet to complete the core modules of Certificate 2 in Food Processing or Warehousing and Distribution.

b. Base Level

Employees performing duties of General Hand Distribution/ Production who have successfully demonstrated competence in Certificate 2 in Food Processing or Warehousing and Distribution.

c. Potential Higher Duties

Employees performing duties of General Hand Distribution/ Production who have been selected to undertake Certificate 3 in Food Processing or Warehousing and Distribution and who are from time to time required to relieve for Higher duties.

d. Higher Duties

Employees who are performing the duties of Leading Hand, Processing Operator, Inventory Clerk or Laboratory who have completed Certificate 3 in Food Processing or Warehousing and Distribution.



21. RECOGNITION OF UNION DELEGATES

National Foods Ltd recognises the role and responsibility placed upon site Union delegates in working with management to support NFL employees. In doing so the parties agree to:

- a. Together to engage in a professional manner in an environment of courtesy, mutual respect and fairness.
- b. Together to actively work towards the continual improvement site employee relations.
- c. NFL will allow the delegates to represent their members when requested.
- d. NFL will provide delegates with 10 days paid Union training leave in their first year of service, and 5 days paid every other year of service to undertake training and/or briefings to assist the performance of their role. Written notice of at least 4 weeks will be provided by the Delegates for such leave to occur.
- e. NFL will inform all new employees of the union presence on site and will provide them with the contact details of the site delegates at induction.
- f. NFL will allow by mutual agreement site delegates to address employee queries within work time so long as the delegate provides the relevant supervisor notice of the absence, the expected length of the absence and the time of expected return to normal duties.
- g. NFL will provide access to telephone, fax and email when required.
- h. NFL will provide an opportunity for delegates to be introduced to new employees at site induction.
- i. Delegates will ensure strict adherence to Clause 7 (Disputes procedure / continuation of operations) of this agreement.
- j. Delegate will notify NFL management of the presence of TWU officials entering site.
- k. TWU Officials undertake to adhere to site entry requirements.

22. PRECEDENT

This agreement is not to be used as a precedent for any claim on any other site or business operated by National Foods Limited or its subsidiaries.

23. GST PROVISION

During the life of the Agreement the EBA Committee and the Company will monitor the Consumer Price Index because of the recently introduced GST. In the case where the GST rate is increased from the current level of 10% negotiations for possible wage increases may commence.

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Notwithstanding the above, the governing principles of the EBA negotiations which are based on CPI increases, general community movements, and the ability for the business to pay are acknowledged.

24. MASS MEETINGS

Where the Union wishes to hold a mass meeting of employees a request will be submitted to Senior management and suitable time and duration will be agreed. In any case the Union will provide not less than 48 hours notice of a mass meeting.

25. REDUNDANCY

Redundancy provisions are as follows:

- a) The Company will provide Four (4) weeks notice of a proposed redundancy date or payment in lieu. Employees with two or more years' service who are aged 50 years or more will receive an additional one (1) week of notice.
- b) Severance pay shall be three (3) weeks pay for each year of service. This shall be calculated on a pro rata basis to completed quarters, capped at a total of 78 weeks pay inclusive of notice period.
- c) Annual leave loading shall be paid out on accrued leave only ie. not pro rata leave.
- d) Outplacement service will be provided at no cost to the employee to assist future job placement.
- e) Access to NFL employee assistance program will continue for a further six (6) months from the date of termination.
- f) This redundancy provision shall not apply where employment is terminated as a consequence of anything other than redundancy eg. conduct that justifies instant dismissal, including neglect of duty, or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks, for a period of less than twelve months.

26. DURATION

This agreement shall come into force from 16th December 2002 and conclude on 30th June 2005. The Company and the union will meet in April 2005 to commence re-negotiating the next agreement.



27. EXECUTION

Signed for National Foods Milk Limited by Ron Della Vedova, General Manager NSW & Qld.



Date: 18/12/2002

Signed for the Transport Workers' Union of Australia, N.S.W. Branch



Date: 18/12/2002



Appendix 1: Schedule of Wages

Year	Entry Rate	Base Rate	% Increase	Cumulative Base % Increase
Existing Rates	\$520.99 per week	\$567.84 per week	N/A	N/A
16 th December 2002	\$567.84 per week (no back pay)	\$610.43 per week (no back pay)	Entry 9% Base 7.5%	7.5%
1 st July, 2003	\$587.71 per week	\$631.80 per week	3.5%	11%
1 st July, 2004	\$611.21 per week	\$657.07 per week	4%	15%



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Appendix 2: Schedule of Allowances

<u>Allowance</u>	<u>Rate</u>	<u>Eligibility Requirements</u>
Shift		
Afternoon	\$13.08/shift	Working Afternoon shift Monday-Friday
Night	\$26.60/shift	Working Night shift Monday-Friday.
Meal	\$7.65/shift	Greater than two hours overtime worked with less than twenty four hours' notice
First Aid		
Senior	\$11.45/wk	Stand by first aider; Snr first aid certificate
Occupational First Aid	\$25.00/wk	Rostered First Aider with OFA qualifications.
Environmental		
Cool Room	\$15.00/wk	Working in cool room >20hours per week.
Higher Duties		
Forklift	\$6.20/wk	Current NSW Forklift licence + Operate forklift during shift.
Packaging	\$12.00/wk*	Cert II Food Processing + operate rotary and carton filling lines.
Processing	\$40.00/wk*	Cert III Food Processing + Pasteurisers certificate + processing for > 20hrs per week.
Laboratory	\$40.00/wk*	Degree qualification or Cert III Food Processing + Lab for > 20hrs per week.
Inventory	\$40.00/wk*	Cert III Warehousing & Distribution + Inventory for >20hrs per week.
Leading Hand	\$40.00/wk*	Cert III Warehousing & Distribution + Leading Hand for >20hrs per week.
Relief Supervisor	\$30.00/shift*	Cert III Warehousing & Distribution, Leading Hand for >20hrs per week + relief supervisor for duration of shift.
Potential Higher Duties	\$15.00/wk	Cert III Warehousing & Distribution or Cert III Food Processing.

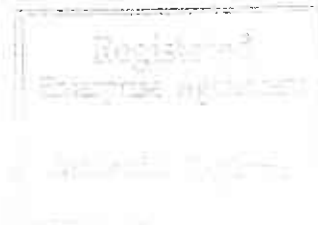
*NB: allowance subject to acceptable performance of position.

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Appendix 3: Salary Continuance

- 1) Subject to the provisions of this clause, NFL employees who have accrued in excess of fifteen (15) days sick leave in their leave entitlements as at the date of application will have access to apply for long-term salary continuance in the event of long-term sickness or injury.
 - a. Salary continuance does not apply to make up pay for any injury or illness occurred under work cover or journey cover irrespective of the liability status of the claim. (subject to managerial discretion)
 - b. Salary continuance does not apply to casual employees.
 - c. An employee can only claim for one illness or injury diagnosis in the duration of employment with National Foods Ltd. In the event that an employee participates in a return to work programme (resumes work), and subsequently needs to go back on salary continuance, this is considered one instance. In this instance, the total entitlement of all time off under salary continuance will be no greater than the amounts specified in clause 5.
- 2) Employees shall exhaust all paid leave entitlements inclusive of sick leave, annual leave, long service leave, rostered days off and days in lieu prior to the commencement of salary continuance.
- 3) In the event of long-term sickness or non-work related injury, an employee may apply for salary continuance.
 - a. Application for salary continuance is made to the Site Operations Manager and the Group Executive - Human Resources as soon after the injury or illness becomes known or as is practicable.
 - b. A doctor's certificate must be attached to the application, specifying the reason for salary continuance, and the estimated period of illness or injury.
 - c. By applying for salary continuance, the employee agrees to give the company the right to review their case with their treating doctor(s) and specialist(s). This will expressly be for purposes of discussing return to work plans/rehabilitation plans and for the determination of the long term nature of the injury or illness.
 - i. Employees must sign an agreement allowing such discussions to occur at the same time that the application is entered into.
 - ii. The employee also agrees to independent medical examinations as directed by National Foods Limited. These medical reviews will be at no cost to the employee.
- 4) The employee will be notified in writing whether their application for salary continuance has been accepted.
 - a. There is a 3 week (15 working day) waiting period before salary continuance applies.
 - b. During this waiting period an employee may utilise accrued leave entitlements.



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5) Once the application for salary continuance has been approved, and all leave entitlements have been exhausted:

- a. The employee will continue to receive 100% of their average weekly earnings for a period of three months.
- b. Subject to ongoing medical assessment at the conclusion of the three-month period, the employee will be eligible to receive 75% of their average weekly earnings for an additional period of 9 months; and 50% for the subsequent 12 months
 - i. Should an employee return to work on a partial return to work plan after the initial 3 months, any actual time worked will be paid at 100%, with hours not worked continuing to be paid at 75%. For example – if an employee returned to work on a 20 hours per week basis – they would receive 20 hours normal pay, then the remainder of their ordinary hours at 75% pro-rata.
- c. Payment is subject to the company receiving ongoing medical evidence to support the condition, which may include independent medical advice, pursuant to clause 3 (c)(ii).
- d. Salary continuance will not exceed two years, or twenty-four months in any circumstances. If at this time, the employee is unable to resume their employed position, and it is no longer practicable for the company to hold the employee's position open, the employee will be notified in writing of such, and advised of the company's intent to terminate employment providing the necessary notice.
- e. Average weekly earnings are calculated by taking the average earnings over the six months prior to the injury/illness occurring. Average weekly earnings will take into account shift penalties, weekend penalties and overtime worked over that period.
- f. No leave entitlements will be accrued while an employee is receiving salary continuance.

6) The company reserves the right, at its sole discretion, to reject a claim for salary continuance or to cease a claim at any time for salary continuance based on independent medical advice.

- a. The employee agrees to participate in reasonable return to work and rehabilitation plans, completed in conjunction with their treating doctor.
- b. Should an employee not participate in such plans, or fail to provide appropriate medical documentation salary continuance can be ceased with seven (7) day notice period.

