

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/196

**TITLE:** Campbell Consumer Products (a division of Campbell Brothers Limited)  
Enterprise Agreement 2004

**I.R.C. NO:** IRC4/2985

**DATE APPROVED/COMMENCEMENT:** 4 June 2004 / 1 March 2004

**TERM:** 24 Months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/292

**GAZETTAL REFERENCE:** 23 July 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 23

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees of Campbell Consumer Products (a division of Campbell Brothers Limited) located at 277-303 Woodpark Road, Smithfield, NSW 2164 who fall within the coverage of the Soap and Candle Makers (State) Consolidated Award-New South Wales

**PARTIES:** Campbell Brothers Limited -&- The Australian Workers' Union, New South Wales

NEW SOUTH WALES INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1996*

ENTERPRISE AGREEMENT

CAMPBELL CONSUMER PRODUCTS  
(A DIVISION OF CAMPBELL BROTHERS LIMITED)

AND

THE AUSTRALIAN WORKERS UNION (NEW SOUTH WALES BRANCH)

ENTERPRISE AGREEMENT

THIS AGREEMENT made in pursuance of the Industrial Relations Act 1996, this 1st day of March, 2004 between CAMPBELL CONSUMER PRODUCTS (A DIVISION OF CAMPBELL BROTHERS LIMITED), 277-303 Woodpark Road, Smithfield, New South Wales, 2164 (hereinafter called "the Company") and THE AUSTRALIAN WORKERS UNION (NEW SOUTH WALES BRANCH), (hereinafter called "the Union"), witnesseth that it is hereby mutually agreed between the parties that the following Agreement shall apply to the Company and employees notwithstanding any provisions to the contrary contained within any Award or Agreement.

**CAMPBELL CONSUMER PRODUCTS (A DIVISION OF CAMPBELL BROTHERS LIMITED) ENTERPRISE AGREEMENT**

Arrangement of Agreement

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## **PART 1 - PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as the Campbell Consumer Products (a division of Campbell Brothers Limited) Enterprise Agreement.

### **1.2 Agreement Coverage**

This Agreement shall apply to Campbell Consumer Products (A Division of Campbell Brothers Limited) (hereinafter called the "Company") and its employees employed at 277-303 Woodpark Road, Smithfield, New South Wales, 2164 or any successor site located in the Sydney metropolitan area.

This Agreement replaces number IRC02/4133-EA02/292 of 2002. The relevant Award is the Soap and Candlemakers (State) Consolidated Award - New South Wales.

### **1.3 Date of Operation**

This Agreement shall take effect and have the force of law throughout the State of New South Wales as from 1st March, 2004 and shall remain in force for a period of twenty four (24) months from that date, and thereafter until varied or rescinded.

### **1.4 Aim**

This Agreement between the Company, the employees and the Australian Workers Union (New South Wales Branch) has been developed through a process of consultation and participation and reflects the ongoing commitment to making Campbell Consumer Products increasingly competitive with first class service, quality, flexibility, communication and commitment.

It is the objective of this Agreement to implement workplace practices so as to provide for more flexible working arrangements, which improve the efficiency and productivity of the Company, enhance skills and job satisfaction and assist positively in ensuring that the Company becomes a more efficient enterprise.

It is recognised that an important factor in reaching the above objectives is the development of a working environment where all parties are involved with the decision-making process. Both the Company and employees are committed to co-operating positively to implement work practices that are flexible and meet the requirements of the Company and the employees simultaneously.

Work will be organised to maximise the flexibility of the workforce and enable employees to work to the limits of their skills and capacities. There will be no artificial barriers preventing employees from performing tasks in which they have been trained.

### **1.5 Agreement Posting**

A copy of this Agreement shall be exhibited in conspicuous and convenient places on the premises of the Company so as to be easily read by employees.

## **PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT**

### **2.1 Contract of Employment**

2.1.1 An employee shall on, or prior to, commencing employment, be provided by the Company with a written statement outlining the employee's:

- a) Employment category, which shall be full-time, part-time or casual;
- b) Classification level;
- c) Ordinary hours of duty;
- d) Rate of pay; and
- e) Date of appointment

### **2.2 Training**

Employees may be required to undertake training for a wider range of duties and/or access to higher skill levels to assist in the implementation of structural efficiency negotiations.

The parties will co-operate in ensuring that appropriate training is available for all employees and the parties agree to co-operate in encouraging employees to avail themselves of the benefits of both from such training.

### **2.3 Grievance Procedure**

All grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in dispute.

- (a) Any grievance or dispute that arises shall be settled wherever possible by discussion in the first instance between the employee(s) and their supervisor/manager.
- (b) If no agreement is reached between the employee(s) and their supervisor/manager, a Union delegate, where appropriate, shall be advised and brought into the discussion.
- (c) Failing a solution being reached, the matter shall then be referred to an official of the Union, where appropriate, and the Company's representative.
- (d) If the matter is still unresolved, it shall then be referred to the Industrial Relations Commission of New South Wales.

- (e) Whilst the matter is dealt with in accordance with the above procedure, work shall continue normally in accordance with procedures prior to the dispute or grievance.

## **2.4 Disciplinary Procedure**

The disciplinary procedure (counselling/warning system) shall be as follows:

- (a) Formal Counselling

Employees will be counselled about the matter and details will be noted in the Operation Manager's or Supervisor's diary. A Union Delegate may be present at the employee's request.

- (b) Formal Warning

The employee will be counselled/warned about the matter, which will be confirmed in writing and signed by the employee. Whilst there is no requirement for witnesses at this stage, a delegate will be present at the employee's request.

- (c) Final Warning

If the misdemeanour continues or other misdemeanours occur, a final warning in writing will be given to the employee with a Union Delegate present.

- (d) Dismissal

If the employee's performance does not improve, the person will be terminated. The Union Delegate will be notified of the situation prior to the termination and the dismissal should be carried out with a Union Delegate present.

- (e) Nothing in this procedure limits either the Company's or the employee's rights under this Agreement or at Common Law. Depending on the seriousness of the situation, the Company reserves the right to effect summary dismissal or such lesser action as the Company deems appropriate.

## **2.5 Termination of Employment**

### 2.5.1. Termination of Employment

Except in the case of casual employees and in the case of dishonesty, drunkenness, disobedience, refusal of duty, serious neglect or gross misconduct, when an employee is subject to instant dismissal, the employment of full-time or part-time employees may be terminated by the appropriate notice period or payment in lieu as follows, provided that during the first three (3) months of full-time or part-time employment the contract of employment shall be one of probation only.

- (a) Continuous Service Notice Period

Not more than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in (a) above, employees over 45 years of age at the time of giving notice, and with not less than two (2) years service, shall be entitled to an additional week's notice.

- (c) Notice of Termination of Employees - The notice of termination required to be given by an employee shall be the same as that required of the Company. If an employee fails to give notice, the Company shall have the right to withhold monies due to an employee to a maximum amount equal to the ordinary time rate for that period of notice.

## 2.5.2 Abandonment of Employment

The absence of an employee from work for a continuous period exceeding three working days without the consent of the Company and without notification to the employer shall be prima facie evidence that the employee has abandoned his/her employment. Provided that:

- (a) If, within a period of fourteen days from his/her last attendance at work, or the date of his/her last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the Company that he/she was absent for reasonable cause, he/she shall be deemed to have abandoned his/her employment.
- (b) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

## 2.6 Redundancy

### 2.6.1 Discussions Before Termination

- (a) Where the Company has made a definite decision that it no longer requires that the job an employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and the decision may lead to the termination of employment, the Company shall hold discussions with the employees directly affected and their Union.
- (b) The discussions shall take place as soon as it is practicable after the Company has made a definite decision which will invoke the provisions of paragraph (a) hereof, and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations, and measures to mitigate the adverse effects of any terminations on the employees concerned.
- (c) For the purpose of the discussion, the Company shall, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information, the disclosure of which would be inimical to its interests.

### 2.6.2 Transfer to Lower Paid Duties

Where an employee is transferred to other duties for reasons set out in Clause 2.6.1 hereof, the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and the Company may, at its discretion, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

### 2.6.3 Transmission of Business

- (a) Where the business is transmitted from the Company (in this clause called the "transmittor") to another employer (called the "transmittee"), and an employee who at the time of such transmission was an employee of the transmittor becomes an employee of the transmittee:
  - (i) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) 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.
- (b) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

#### 2.6.4 Time Off During Notice Period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in Clause 2.6.1 hereof, the employee shall be allowed up to one day's time off without loss of pay during each week of notice, for the purpose of seeking other employment.
- (b) 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 they shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

#### 2.6.5 Severance Pay

In addition to the period of notice prescribed for ordinary termination in Clause 2.5.1 and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in Clause 2.6.1 hereof shall be entitled to severance pay as per Clause 2.6.11 below.

"Week's Pay" means the ordinary time rate of pay for the employee concerned.

#### 2.6.6 Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in Clause 2.6.1 may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they 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.

#### 2.6.7 Alternative Employment

The Company, in a particular case, may make application to the Commission to have the general severance pay prescription varied if the Company obtains acceptable alternative employment for an employee.

#### 2.6.8 Employees With Less Than One Years Service

This clause shall not apply to employees with less than one years continuous service, and the general obligation on the Company should be no more than to give relevant 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.

#### 2.6.9 Employees Exempted

This clause shall not apply:-

- (i) Where an employee is terminated as a consequence of misconduct on the part of the employee;
- (ii) To employees engaged for a specific period of time or for specified task or tasks: or
- (iii) To casual employees or employees engaged by the day or hour.

#### 2.6.10 Method of Selection

Where and when the need for redundancies has been identified, it shall be on the basis of the need for the position and, wherever possible, volunteers will be sought from employees suitable for that position. The Company reserves the right not to agree to all acceptances of voluntary redundancies.

The Company will, wherever possible, select employees from the volunteers. However, if insufficient numbers of employees accept voluntary redundancy, the Company will then

select employees to be retrenched according to skill, flexibility, competency and to meet the Company's requirements.

#### 2.6.11 Redundancy

- (a) Each employee whose position is made redundant will receive 4 weeks' pay at ordinary time. This payment is in lieu of notice if the employee is not required to work the notice period.
- (b) Each employee whose position is made redundant shall receive 3 weeks' pay at ordinary time for each completed year of service, with a pro-rata component payable on any part years of service. The maximum payment, including the 4 weeks pay in lieu of notice, shall not exceed 30 weeks.
- (c) Each employee whose position is made redundant shall receive payment of all accumulated sick pay on the date of their termination.
- (d) Long service leave shall be paid according to the appropriate legislation.
- (e) Superannuation payments will be made in accordance with the terms of the Trust Deed(s).
- (f) Each employee whose position is made redundant shall receive payment in lieu of annual leave entitlements and pro-rata annual leave loadings.

### **PART 3 HOURS OF WORK, OVERTIME AND ROSTERED DAYS OFF**

#### **3.1 Work Place Flexibilities**

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.

It is accepted that the performance of a wider range of duties may mean involvement in non-traditional areas. Employees shall perform such work as is reasonably and lawfully required of them by the employer, including accepting instruction from authorised personnel. Instructions may go to Occupational Health and Safety issues. Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to them.

#### **3.2 Local Flexibility and Consultation**

The Parties agree to introduce a consultative procedure to achieve a more flexible approach to suit the size and needs of the enterprise or work section within the Company in accordance with the conditions contained in this clause.

##### 3.2.1 Communication and Consultation

The parties agree that adequate consultation and communication provides a major contribution to efficient, flexible and productive employee and management practices. It is agreed that the need for proper consultation and communication extends to ensuring continued effective communication between all levels catering for an information flow between management and employees and/or the local Union representative.

##### 3.2.2 Local Flexibility

By agreement between the Company and employees in a section or sections of work, or individual employees, local flexibilities can be reached involving the following provisions:

- (a) Span of hours, hours of work, shift hours;



- (b) Rostering and work cycles;
- (c) Roster breaks;
- (d) Timing of rest pauses, meal breaks and taking of annual leave;
- (e) Contracts of employment and period of notice;
- (f) Call-outs; and
- (g) Other matters by mutual consent.

### 3.2.3 Conditions

The introduction of local arrangements shall be based on the following conditions:-

- (a) The majority of employees within a section or sections must agree to the implementation of such arrangements;
- (b) The Union shall not unreasonably oppose any such arrangements; and
- (c) Agreements shall be recorded and made available to any employee. All such agreements must be signed by a manager of the Company or his delegate.

## **3.3 Hours of Work**

### 3.3.1 Employees Engaged prior to 1 September 1999.

For employees employed prior to 1st September 1999:

- (a) The ordinary hours of work shall be 38 hours per week, to be worked over 5 days, Monday to Friday. Each employee shall attend work for another 2 hours each week, which shall be accrued towards Rostered Days Off (RDO) as outlined below in Clause 3.5.
- (b) For normal day work, starting time shall be 6:30 a.m. unless otherwise mutually agreed to by an individual or group. The normal spread of hours shall fall between 6:00 a.m. and 6:00 p.m.
- (c) As of the 1st March 2002 the practice of ceasing work 15 minutes before the end of the last shift of the week shall cease and all shifts will run their full course of hours.

### 3.3.2 Employees Engaged after 1 September 1999

The arrangement of hours of work for full time employees engaged subsequent to 1 September 1999 is as follows;

- (a) The ordinary hours of work shall comprise 152 hours per 4 week cycle. All ordinary hours are to be within a minimum of 4 hours and a maximum of 14 hours and all ordinary time worked is to be completed within a span of 14 hours.
- (b) Ordinary hours of work shall normally comprise 8 hour rotating shifts. Where alternative shift patterns or rostering are required the provisions of clauses 3.2.2 and 3.2.3 shall apply.
- (c) Where changes in shift roster patterns are required due to rises or falls in required production volumes, the Company shall have the right to change shift rosters without agreement provided adequate notice is given as per clause 3.4.3.
- (d) Employees shall be entitled to no less than 8 full days off within each 4 week period.

- (e) When shifts of more than 10 hours per day are rostered for work, employees working such hours shall not be rostered for work on more than 5 consecutive days without 2 rostered days off unless by mutual agreement.
- (f) The minimum 10 hours break between shifts shall be subject to the cessation of one work period and the commencement of another work period. In case of changeover of rosters, 8 hours shall be substituted for 10 hours. This clause may not apply in cases where mutual consent exists.
- (g) In consultation with employees and by mutual agreement, the spread of hours may be varied to provide for other alternative working arrangements. Where practicable, such rosters shall be drawn up in consultation with employees and provide adequate rest periods and rostered days off.

### 3.3.3 Work Rosters

The company shall, 5 calendar days prior to beginning of a roster period, post an indicative roster outlining start and finish times within the span of hours. Where an emergency arises 24 hours notice will apply or such period as mutually agreed.

### 3.3.4 Break and Knock-Off Times

All machines will run productively until a time two minutes prior to the commencement of a designated break.

### 3.3.5 Meal Breaks

- (a) An unpaid meal break of at least 30 minutes shall be allowed each day, Monday to Friday, inclusive.
- (b) All work done during the recognised mealtime shall be paid for under Clause 3.6 , Overtime until such meal break is allowed.
- (c) An employee shall not be required to work more than 5 hours without a break for a meal. Provided that, by agreement between an employer and each individual employee and/or the majority of employees in the work section or sections concerned, an employee or employees may be required to work in excess of five hours.
- (d) Subject to subclause (c) the time of taking a meal break by one or more employees may be altered by the Company if it is necessary to do so in order to meet a requirement for continuity of operations.

### 3.3.6 Rest Breaks

- (a) All employees shall be entitled to a 5 minute rest break between the commencement of their shift and their first tea break. All employees shall be entitled to a further rest break between the first tea break and their meal break.
- (b) Employees working shift rosters of 9 hours or above shall be entitled to a further rest break between the meal break and the end of their shift.
- (c) The 5 minutes available in each rest break shall be defined as the total time taken from leaving the employees work station to the time they return to their work station.
- (d) Employees shall ensure that they arrange their breaks in a manner that ensures the continuous operation of machinery and processes.

### **3.4 Shift Work**

#### **3.4.1 Requirements**

As of the date of this agreement employees are engaged on the basis that they may be required to work shifts as required by the Company given a minimum of 48 hours notice.

#### **3.4.2 Hours**

The average ordinary working hours of shift workers shall be fixed by agreement between the Company and the employees, but shall not exceed an average of 38 hours per week over a 4 week period, given the accrual of RDO's. All hours are to be worked within a minimum of 8 and maximum of 12 hours per day.

#### **3.4.3 Rosters**

Shifts shall be rostered so as to provide for weekly change of shifts unless otherwise agreed. The Company shall fix the shifts rostered for each section and alter them by mutual consent by giving 1 week's notice.

#### **3.4.4 Meal Break**

A 30 minute meal break shall be allowed to shift workers which shall be paid as time worked. These breaks shall be at a convenient time agreed by the Company and the employees. When attending a continuous operating plant, the shift worker will take their meal break in close proximity to the plant so that adjustments can be made to ensure safe operating conditions.

#### **3.4.5 Shift Penalties**

- (a) A shift worker whilst on rotating afternoon shift shall be paid a loading of 15 per cent in addition to their ordinary rate of pay.
- (b) A shift worker while on rotating night shift shall be paid a loading of 17.5 per cent in addition to their ordinary rate of pay.
- (c) An employee required to work at the Company's request on a permanent afternoon shift shall be paid a loading of 15 per cent, or on a permanent night shift shall be paid 22.5 per cent, in addition to their ordinary rate of pay.

#### **3.4.6 Changeover**

The Company or its authorised representative are required to arrange relief when an employee is unable to attend their shift. Employees who are unable to attend their shift must endeavour to contact their supervisor/manager in advance.

### **3.5 Rostered Days Off (RDO)**

#### **3.5.1 Rostered Days Off - Employees Engaged Before 1 September 1999.**

- (a) Rostered Days Off shall be at the average rate of 1 every 4 weeks for employees working a five day week. At the beginning of each calendar year, the Company shall set and publish a schedule of when rostered days are to be taken for that calendar year. These rostered days off shall be on a Monday unless that Monday forms part of a gazetted 'long weekend'. Should this arise, the RDO may then fall on a day immediately before or after that 'long weekend'.
- (b) The Company may elect to change a published RDO on no more than 3 occasions each calendar year provided the Company gives appropriate notice to employees and that the day to then be taken off is a on Monday.

- (c) Subject to genuine agreement between the Company and employee(s), an employee required to work on a published RDO may elect to exchange that day with another day agreed mutually between the Company and the employee.

### 3.5.2 Rostered Days Off - Employees Engaged After 1 September 1999.

For employees commencing subsequent to 1 September 1999, rostered days off, commensurate with the provisions of Clause 3.3.2 and Clause 3.4.2, may, or may not, apply. Where rostered days off do apply, the pattern of rostered days off will be by negotiation with the employee or employees involved.

## 3.6 Overtime

### 3.6.1 Rates of Pay

- (a) All time worked in excess of the ordinary daily working hours prescribed in Clause 3.3, or in excess of the regular hours of shift workers, shall be deemed to be overtime and shall be paid for at the rate of time and one-half for the first two hours in any one day and double time thereafter. Each day's overtime shall stand alone.
- (b) When overtime is worked on a Saturday the overtime rates shall be paid at the rate of time and one-half for the first two hours and double time thereafter.
- (c) When overtime is worked on a Sunday the overtime rates shall be paid at the rate of double time with a minimum payment of four hours work.
- (d) When overtime is worked on a RDO the overtime rates shall be paid at the rate of time and one-half for the first two hours and double time thereafter.
- (e) An employee required to work in place of a shift worker, after having completed his own shift, shall be paid overtime rates for such time worked.
- (f) An employee required to work any period of overtime on a Saturday shall receive a minimum payment of four hours at overtime rates.

### 3.6.2 Rest Periods after Overtime - Day Work

- (a) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after the completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Company an employee resumes or continues work without having had 10 consecutive hours off duty, they shall be paid double time until they are released from duty and they shall be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during their absence.
- (b) Provided that, where an employee is recalled to work after the ordinary ceasing time, overtime worked in these circumstances shall not be regarded as overtime for the purposes of this subclause where the actual time worked is less than four hours on such recall or on each of such recalls.

### 3.6.3 Rest Periods after Overtime - Shift Work

- (a) An employee who works so much overtime between the termination of their shift work on one day and the commencement of their shift work on the next day that they have not had at least 8 consecutive hours off duty between those times shall, subject to this subclause be released after the completion of such overtime until they have had 8 consecutive hours off duty without loss of pay for shift working time occurring during such absence. If on the instructions of the Company an employee resumes or continues work without having had 8 consecutive hours off duty

between shifts, they shall be paid double time until they are released from duty and they shall be entitled to be absent until they have had 8 consecutive hours off duty without loss of pay for shift working time occurring during their absence.

### **3.7 Time Off in Respect of Overtime Worked**

- (a) Subject to agreement between the Company and employee(s), an employee may elect to take time off in lieu of payment for hours worked outside and/or in excess of the ordinary hours of work prescribed by this Agreement.
- (b) The quantum of benefits shall be as set out in Clause 4.5.4.
- (c) Provided that such time off shall be taken within four weeks of becoming due or payment for such work shall be made by the employer.
- (d) Provided further that the time of taking the time off in lieu is subject to mutual agreement between the employer and employee.

### **3.8 Meal Allowances**

Employees shall be entitled to a meal allowance of \$7.80 after working a continuous 1½ hours of overtime on that day. A further meal allowance will be paid every additional three hours of overtime worked subsequently.

## **PART 4 STATUTORY HOLIDAYS AND LEAVE**

### **4.1 Public Holidays**

- (a) The following days shall be Public Holidays, namely: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and any other days which may be proclaimed as Public Holidays.
- (b) A further one day shall be allowed as a holiday as the picnic day of the Australian Workers Union to be taken at a time mutually agreeable between the Company and an employee or group of employees.
- (c) The Company may require the production of appropriate evidence from an employee for an absence on a day before or the day after a designated holiday.

### **4.2 Annual Leave**

See *Annual Holidays Act, 1944*.

### **4.3 Sick Leave**

#### **4.3.1 Sick Leave**

- (a) A full-time employee shall be given access to five (5) days paid sick leave in their first year of employment with the Company. No sick leave shall be available until the completion of the first 3 months of full-time employment. Additionally, a further ten (10) days paid sick leave shall be available during each additional year of full-time employment.
- (b) All sick leave shall be accrued in equal weekly instalments.
- (c) One day's sick leave will be deducted from an employee's accrued sick leave for every day of sick leave taken. Deductions from sick leave accruals shall be counted in half day portions, i.e. absences more than half a day shall be counted as a full day.
- (d) An employee shall, within four hours of the commencement of such absence, inform the Company of their inability to attend for duty and, as far as practicable, state the nature of the

injury or illness and the estimated duration of the absence. Failure to notify may give cause to the Company to regard that absence from work as unauthorised and unpaid.

- (e) The employee shall prove to the satisfaction of the Company, by the production of a medical certificate or other satisfactory evidence, that they were unable, on account of such illness or injury, to attend for duty on any day or days for which sick leave is claimed. When an employee has a record of recurring absences or sick leave the Company shall, if it is considered appropriate to take such action, inform such employee that in the event of any future absences, a certificate will be required from a duly qualified medical practitioner. In addition, the Company may, if it believes a malingering record is developing, counsel, warn or terminate the employee in accordance with the disciplinary procedures set out in Clause 2.4.

#### 4.3.2 Attendance Bonus

- (a) To encourage employees to preserve sick leave and arrive and leave work in a timely manner an Attendance Bonus will be paid equivalent to \$20 per week.
- (b) No bonus will be payable until an employee attends work for a period of 13 consecutive weeks without absence. At the conclusion of this period a single bonus payment of \$260 shall be payable. A further \$20 per week shall then be payable for each full week an employee attends work without absence until the employee is next absent from work.
- (c) Should an employee then be absent from work, a further 13 weeks shall apply before the bonus again becomes payable.
- (d) "Absence" is defined as any event by which an employee is not eligible to receive 38 hours normal pay within a week, with the exception of annual or long service leave. This shall specifically include time lost by employees arriving late for work or leaving work prior to the end of a rostered shift and incurring "leave without pay".
- (e) In the event of an employee taking annual or long service leave during the 13 week qualifying period, no qualifying time shall accrue during the period of leave.
- (f) In the event that by the termination of this agreement sick leave consumption rates have not reduced by 50% from the levels measured in the period from the 1st September, 2003 to the 29th February, 2004, or should the majority of employees have not qualified for the bonus for a majority of the time encompassed by this agreement, then this Attendance bonus shall cease to apply from the end of this Agreement.
- (g) It is not the intent of the Company to encourage genuinely ill employees to attend work instead of having access to their entitled sick leave. In the event that the Company becomes of the opinion that an employee is ill at work, the Company can instruct an employee to take sick leave (paid or unpaid). In the event that an employee is instructed to take leave, then this will unfortunately lead to the employee requiring to not be absent for a further 13 week period before qualifying again for this Attendance Bonus.

### 4.4 Long Service Leave

See *Long Service Leave Act*, 1955.

### 4.5 State Personal/Carer's Leave Case

#### 4.5.1 Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this sub-clause, 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 2.12, 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.

- (b) 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 subclause where another person has taken leave to care for the same person.
- (c) 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: "relative" means a person related by blood, marriage or affinity; "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other and "household" means a family group living in the same domestic dwelling.
- (j) 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.

#### 4.5.2 Unpaid Leave for Family Purpose

- (a) 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 subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

#### 4.5.3 Annual Leave

- (a) 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.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- (c) An employee and the Company may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

#### 4.5.4 Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of clause 3.6 the following provisions shall apply.
- (b) 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.
- (c) 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.
- (d) If, having elected to take time as leave in accordance with paragraph (a) 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.
- (e) Where no election is made in accordance with paragraph (a) herein, the employee shall be paid overtime rates in accordance with this Agreement.

#### 4.5.5 Make-up Time

- (a) An employee may, with the consent of the employer, elect to work "make-up time", under which the employee takes time off during 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.
- (b) An employee on shift work may elect, with the consent of the employer, 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.

### **4.6 Bereavement Leave**

- (a) An employee shall be entitled to a maximum of two days without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild or parents-in-law.
- (b) Provided further, an employee shall be entitled to a maximum two days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's husband, wife, father or mother and where such employee travels outside Australia to attend the funeral.
- (c) The right to such paid leave shall be dependant on compliance with the following conditions:
  - (i) The employee shall give the Company notice of their intention to take such leave as soon as reasonably practicable after the death of such relation.
  - (ii) Satisfactory evidence of such a death shall be furnished by the employee to the Company if required.
  - (iii) The employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of leave entitlement under this Agreement or otherwise.
- (d) For the purpose of this clause the 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.

### **4.7 Jury Service, Appearing as a Witness & Victim of a Crime**

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



4.7.2 If an employee is required to appear as a witness at a trial which will result in them not being able to attend work, they should bring this to the attention of their Supervisor immediately. Depending on the circumstances of the situation, the Company will discuss and decide with the employee has access to any type of paid or unpaid leave to cover this.

4.7.3 Victims of Crime leave entitles an employee in the unfortunate event that they become the victim of a violent crime, to unpaid leave to attend court proceedings in connection with the offence. This leave is available to victims of a serious indictable offence involving violence, including sexual or indecent assault. It is also available to the parent or guardian of a child victim as well as immediate family members of a victim who died as a result of the crime. If the court proceedings occur more than 100km from the victim's home, an extra day's travelling time may be taken. The employee is required to give whenever reasonably practical, one week's notice of their intention to take victim's leave and to specify the dates required. In some instances, the Company may require that you provide a certificate from the Police or prosecutor to confirm the validity of your application for this type of leave.

## **PART 5 DEFINITIONS, WAGES AND ALLOWANCES**

### **5.1 Preamble**

In accordance with the grouping of activities within the Company, employees are described under one of five categories of activity.

The categories are not intended to provide any guaranteed progression from one to another; rather, movement from one category to another is at the discretion of the Company, and based on individual ability and position availability.

### **5.2 Definitions**

#### **5.2.1 PLANT OPERATOR GRADE 1 (PO1)**

(a) Preamble

An employee at this level undertakes induction training and process training on one or a number of plant processes.

During this training period they are expected to become familiar with plant processes and quality standards.

An employee at this level does not qualify for the Productivity Bonus, provided for in Clause 5.6.1.

(b) Principal Duties, Responsibilities and Accountabilities

(i) Induction training on issues such as :

Product range;

Plant layout;

Documentation;

Product type;

Quality standards; and

Health and safety issues

- (ii) Perform duties including:
  - Machine operation;
  - Manual handling;
  - Housekeeping duties;
  - Packing;
  - Forklift Driving
  - Documentation of production; and
  - Basic quality assurance functions.

(c) Duration

An employee entering into employment as a Plant Operator Grade 1 shall be deemed to remain at the level during the first three months of employment during which the employee will be within the probationary period.

Following satisfactory completion of the probationary period, an employee will be deemed to become a Plant Operator Grade 2.

#### 5.2.2 PLANT OPERATOR GRADE 2 (PO2)

(a) Preamble

An employee at this level has undergone extensive on-the-job training on one or a number of plant processes and routinely performs duties such as machine operation, quality testing, packing, housekeeping or other duties necessary for the operation of the plant.

A PO2 should have a strong command of quality requirements including the ability to rectify faults or to bring them to the attention of their Line Leader (PO3) or Production Supervisor.

A PO2 can be required to perform materials handling duties within the plant. Where a PO2 is required to perform such duties for more than 4 hours in a day, a forklift allowance of \$6 per day is payable on top of ordinary rates of pay.

(b) Principal Duties, Accountabilities and Responsibilities

Machine operation on one or a number of lines;

Palletisation or packing of product;

Basic quality assurance functions;

Manual duties such as housekeeping or packing of product;

Completion of necessary paperwork;

Simple machine adjustment and fault finding;

Assist in the training of Plant Operator Grade 1's;

Manual duties including housekeeping; and

Other duties as directed.

(c) Additional Duties - Materials Handling

All materials handling type activities within the plant;

Forklift driving;

Provision of packaging to filling lines.;

Removal of finished product from filling lines;

Stacking and storing of finished product within warehouse;

Despatch of finished product including order assembly and loading of trucks;

Receiving of incoming materials including unloading of trucks;

Movement of materials within the plant ;

Collation and completion of documentation; and

Data entry, both manually and electronically where required.

5.2.3 PLANT OPERATOR GRADE 3 (PO3)

(a) Preamble

Plant Operator Grade 3's are also known as Line Leaders

A PO3 employee is expected to provide supervision and leadership on their own and other production lines.

A PO3 carries responsibility for the operation, performance and quality of output on their line. They carry the authority to shut down their line should they not be satisfied with either the quality of output, performance of or safety of the line.

(b) Principal Duties, Accountabilities and Responsibilities

All tasks undertaken by PO1 and PO2 employees;

Completion of all necessary documentation;

Supervision of staff on production lines;

Continuity of production;

All visual quality issues;

Waste minimisation;

Conduct or assist in the set-up of production lines where necessary; and

Other duties as directed.

5.2.4 PLANT OPERATOR GRADE 4 (PO4)

(a) Preamble

Employees employed as a Plant Operator Grade 4 include all those involved in mixing or blending product for use on the filling lines.

Specifically, this includes those involved in Fluid Bed operation or blending of liquid products.

(b) Principal Duties, Accountabilities and Responsibilities

Mixing or blending of liquid or powder products;

Adherence to formulations and quality standards;

Product quality assurance and testing as required;

Waste minimisation;

Completion of appropriate documentation;

Timely provision of product to filling lines;

Data entry, both manually and electronically where required;

Housekeeping activities and maintenance of a safe working environment;

Assist with flexibility in other mixing/filling/process areas;

Basic inventory control procedures; and

Other duties as directed.

5.2.5 PLANT OPERATOR GRADE 5 (PO5)

(a) Preamble

Employees employed as a Plant Operator Grade 5 are those involved in mechanically based, engineering activities.

PO5's are responsible for all mechanical maintenance activities within the plant including line setting.

PO5's would probably, although not necessarily, have formal trade qualifications.

(b) Principal Duties, Accountabilities and Responsibilities

Maintenance of all machinery, fixtures and services within the plant;

Set-up of machinery and filling lines in preparation for production;

Fine tuning of machinery and filling line;

Waste minimisation;

Assist PO2's and PO3's in maximising volume and quality of production; and

Other duties as directed.

### 5.3 Wages

Prior to the commencement of this Agreement, for the classification structure listed in clause 5.2 above, the following wage rates applied:

Classification	Weekly Ordinary Base Wage
PO1	\$529.17
PO2	\$557.71
PO3	\$591.24
PO4	\$632.29
PO5	\$789.47

#### 5.4 Wage Increases

Part A A 3.5% wage increase will apply from 1st March, 2004. Subsequent to that increase the following rates will apply:

Classification	Weekly Ordinary Base Wage
PO1	\$547.69
PO2	\$577.23
PO3	\$611.93
PO4	\$654.42
PO5	\$817.10

Part B A 3.5% wage increase will apply from 1st March,2005. Subsequent to that increase the following rates will apply:

Classification	Weekly Ordinary Base Wage
PO1	\$566.86
PO2	\$597.43
PO3	\$633.35
PO4	\$677.32
PO5	\$845.70

#### 5.5 Allowances

The following allowances may apply:

1. First Aid Allowance \$13 per week
2. Forklift Allowance \$6 per day

#### 5.6 Casual Labour

- (a) Casual labour may be engaged by the Company provided that such employees are advised in advance that they are being engaged on a casual basis.
- (b) The rate to be paid to all employees engaged as casual labour shall be the hourly rate applicable to a permanent employee plus an amount equivalent to:

15 per cent of the hourly equivalent of their respective rate,

a further 8.33 per cent (1/12th) of the hourly rate.

#### 5.7 Part-Time Employment

Part-time employees in any classification in this Agreement may be regularly employed on the following basis:

- (a) Ordinary daily working hours shall not be less than 3 hours nor in excess of 12 hours on any one day.
- (b) The hours of duty shall be worked continuously.

- (c) An employee who is required to work longer than 6 hours shall be granted a meal break of 30 minutes. The meal break shall not be counted as time worked.
- (d) The provisions of this Agreement in respect of annual leave, public holidays, sick leave, bereavement leave and jury service shall apply to part-time employees on a pro-rata basis.
- (e) All other provisions of this Agreement not expressly varied by this clause shall have application to part-time employees on a pro-rata basis, depending on the number of hours worked.

#### **5.8 Payment of Wages**

Wages are to be paid by Electronic Funds Transfer (EFT) in such a manner so as to ensure that deposits are made into individual accounts no later than Thursday for the previous pay week.

#### **5.9 Protective Clothing**

- (a) Suitable protective clothing such as gloves, boots, waterproof coats, safety glasses, dust masks, respirators, hearing protection or overalls shall be provided by the Company where the nature of work requires such clothing to be worn.
- (b) All protective clothing supplied under this clause remains the property of the Company and if an employee leaves the employment of the Company without returning such protective clothing, the Company may deduct from any monies owing at the time of termination an amount representing the value of such protective clothing.

### **PART 6 - MISCELLANEOUS**

#### **6.1 No Extra Claims Undertaking**

It is a condition of this Agreement (arising from the decision of various State Wage Cases) that the Union and employees undertake, for the duration of the Agreement, not to pursue any extra claims, Award or over-Award, except when consistent with State Wage Case Principles.

The parties agree that all Safety Net wage increases will be absorbed during the period of the Agreement.

Further, the employees and the Union undertake not to pursue any wage or conditions claims for the period of this Agreement.

Provided that, however, the parties agree to commence discussions on the renewal of this Agreement 27 months from the commencement of this Agreement. The parties agree that during the 3 month negotiation period and during the full period of this Agreement the provisions of the *Industrial Relations Act 1996* on Protected Action shall not apply until the expiration of the Agreement. No notice of intention to initiate a bargaining period shall be served on the Company until the expiration of this Agreement.

#### **6.2 Anti-Discrimination and Affirmative Action**

The parties to this Agreement agree that -

- a) It is their intention to achieve the principal objective of the *Anti-Discrimination Act 1977*, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination within the Company on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- b) Any dispute concerning these provisions and their operation will be progressed initially under the grievance procedure outlined in clause 2.3 of this Agreement; and
- c) Nothing in these provisions allows any treatment that would be prohibited by anti-discrimination provisions in applicable Commonwealth or State legislation; and

- d) Nothing in these provisions prohibits:
  - i. where the Agreement is approved before 23 June, 2000, the payment of junior rates; or
  - ii. any discriminatory conduct (or conduct having a discriminatory effect) if:
    - A. the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
    - B. the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

**6.3 Workplace Health, Safety and Quality**

6.3.1 All parties are committed to significantly improving site health and safety, and product and service quality. A renewed emphasis will be given to these areas as a priority. This will be achieved through a process of education and involvement

All work procedures and product systems must be implemented at all times with safety as a prime requirement. All safety policies and practices are to be implemented at all times. Issued safety equipment and clothing is to be used as directed and maintained in an acceptable condition. Safety equipment or clothing which becomes broken or worn out should be brought to the attention of a supervisor or manager immediately who will arrange for replacement if appropriate.

6.3.2 Product quality must continue to improve to internationally competitive levels. All work procedures and product systems must be implemented at all times in accordance with the 'Corporate Quality Policy Statement' which states, "We are committed to total customer satisfaction through the provision of quality goods and services".

Signed for and on behalf of )  
 )  
 CAMPBELL CONSUMER PRODUCTS )  
 (A Division of Campbell Brothers Limited) )

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Stuart Johnson

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Print name

In the presence of -

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Nola Smedley

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Print name

Signed for and on behalf of )  
 )  
 THE EMPLOYEES )  
 CAMPBELL CONSUMER PRODUCTS )  
 (A Division of Campbell Brothers Limited) )

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A Attard

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Print name

In the presence of -

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Nola Smedley

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Print name

Signed for and on behalf of )  
 )  
THE AUSTRALIAN WORKERS UNION )  
(NEW SOUTH WALES BRANCH)

\_\_\_\_\_  
RK Collison  
\_\_\_\_\_  
Print name

In the presence of -

\_\_\_\_\_  
W. S. E. Chen  
\_\_\_\_\_  
Print name

Pursuant to The *Industrial Relations Act* 1996, the provisions of this Enterprise Agreement are approved.

\_\_\_\_\_, Commissioner

This Enterprise Agreement was filed in my office on the \_\_\_\_\_ day of  
\_\_\_\_\_ 20 \_\_\_\_\_, was approved by the Commission and was registered  
No \_\_\_\_\_ of 20 \_\_\_\_\_, in the Register of Enterprise Agreements kept by me.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Operative Date: \_\_\_\_\_

Enterprise Agreement - \_\_\_\_\_