

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/308

**TITLE:** **Bartter Enterprises Beresfield Milling (Manufacturing)  
Agreement 2005**

**I.R.C. NO:** IRC5/4988

**DATE APPROVED/COMMENCEMENT:** 6 October 2005/1 July 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/165.

**GAZETTAL REFERENCE:** 16 December 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 48

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees of Bartter Enterprises, located at the company's Beresfield feed mill site, engaged in the manufacturing of poultry feeds, including the receipt of grain and other ingredients; feed milling; and activities incidental thereto.

**PARTIES:** Bartter Enterprises Pty Limited -&- the National Union of Workers, New South Wales Branch

# **BARTTER ENTERPRISES BERESFIELD OPERATIONS MILLING (MANUFACTURING) AGREEMENT 2005 - 2008**

## **1. Title**

This agreement shall be known as the Bartter Enterprises Beresfield Milling (Manufacturing) Agreement 2005 ("this agreement").

## **2. Scope and Parties**

This agreement is made by Bartter Enterprises ("the company") and the National Union of Workers - NSW Branch ("the union"). This agreement is made in relation to employees of the company employed at the company's Beresfield feed mill ("the site"); engaged in the manufacturing of poultry feeds, including the receipt of grain and other ingredients; feed milling; and activities incidental thereto.

## **3. Duration of Agreement**

This agreement will come into force from 1 July 2005 and remain in force until 30 June 2008. Not less than 2 months before the nominal date of expiry of the agreement; the company and the union will meet to discuss the renewal of the agreement.

## **4. Objective**

The objective of this agreement is to assist the feed mill in achieving world class performance in quality, cost, and safety; and to improve the skill base, enhance job security, reduce waste, improve training and share workloads and reduce average total hours worked.

## **5. Association**

This Agreement shall be read in conjunction with Annexure A. Where there is any inconsistency this Agreement shall take precedent to the extent of the inconsistency.

## **6. Representation, Consultation and Sharing of Information**

The following arrangements will be maintained or introduced to ensure that unions, employees and the company maintain full and open communications:

The Single Bargaining Unit ("SBU") will continue as the peak union body representing employees and unions.

The SBU will meet quarterly with senior management to review the performance of the business, Beresfield operations, details of the company's overall business improvement plan, and any other matters required to enable the SBU to carry out its functions effectively. The meetings will be attended by senior company officers, including the Managing Director, the Operations Director and the Human Resources Director together with site management. The meetings will be chaired by the Chairman of the SBU.

## **7. Recognition of Unions and Union Delegates**

The company recognises the SBU and its constituent unions (for as long as those unions remain in the SBU and subject to the rules of the unions) as the principal representative body for employees at Beresfield and adjacent and ancillary operations ("relevant employees"). During the life of the agreement, the company will:

not employ any relevant employee under any terms and conditions other than as provided by parent awards or site agreements;

not employ any relevant employee under an Australian Workplace Agreement;

encourage relevant employees to become and remain members of the appropriate trade union; including introducing new employees to union delegates as part of the induction process, providing membership application forms and facilitating direct payroll deductions for union dues; and

provide reasonable time off (without loss of pay) for union delegates to carry out their functions and to undertake training, provided that company operations are not unduly affected.

### **8. Right of Entry**

The Companies will provide "right of entry" to the Beresfield Site for the purposes of servicing employees and workplace inspection. It is agreed that prior to arriving at site where possible the union will contact the Company to notify of the visit. Union officials shall ensure that Company regulations will be respected.

The Companies will induct all Union Officials as visitors however they must be accompanied by a fully inducted person if they leave the office areas.

### **9. Hours of Work**

It is the company's intention that all normal feed production requirements are manufactured from Monday through Friday. Where unforeseen operational circumstances arise, employees may be required to work outside those hours. The allocation of such work amongst employees will be determined by consultation.

The following shift patterns will apply:

Day Shift commences at 0600 and finishes at 1400;

Afternoon Shift commences at 1400 and finishes at 2200;

Night Shift commences at 2200 and finishes at 0600; provided that employees are required provide normal shift handover to the incoming shift.

At all times, employees are required to provide the specified manning levels on each shift.

All work carried out on weekends or public holidays will be paid for at the single time rate. The hourly 'single time rate' is determined by dividing the weekly All Inclusive Rate by 38.

Should operational requirements change, and the mill requires regular work outside ordinary hours, the company and the union will meet to discuss the issue, and agree on appropriate rostering and payment mechanisms.

Rostered Days Off will no longer apply, and the All Inclusive Rate incorporates payment for work on those days. By agreement with co-workers, an employee may arrange to swap shifts in order to carry out urgent personal business, provided that the resultant shift pattern does not compromise occupational health and safety.

Planned leave, including annual, long service and sick leave (including workers compensation) exceeding 5 consecutive days will be covered by the Relief staff. At the company's discretion casual or contract employees may be utilised for covering such absences.

Unplanned leave, including sick leave that is of less than 5 consecutive days' duration will be covered by the shift team. The Relief staff will not be utilised to cover unplanned absences.

Manning levels will be reviewed at least quarterly, and manning levels will be determined by reference to occupational health and safety issues, the efficiency of the mill and customers needs.

It is the parties intention that employees not work more than one additional shift per man per week. The principal cause of additional shifts being worked is short term (less than 5 days) sick leave. Where additional shifts (i.e. more than one additional shift per man per week) are required, the company will meet to discuss the issue with the delegates. Theses discussions will take place prior to the work being

carried out unless impractical to do so. Concerns about the total hours being worked may be raised during the quarterly manning level reviews.

### 10. Classification Structure, Training and Rates of Pay

- (a) Employees will be paid an 'All Inclusive Rate' which will be paid weekly by EFT. The All Inclusive Rate incorporates payment for ordinary hours worked, allowances, shift loadings, overtime, meal money and any other entitlement that might arise from the award.
- (b) Wages will be paid weekly by EFT to a bank account nominated by the employee.
- (c) All site employees are required to receive or provide training to other employees as required
- (d) Employees will be paid in accordance with the Table 1 structure:

All levels include the following tasks and skills:

- housekeeping and cleaning
- quality control and assurance
- recording of data necessary for efficient mill operation
- provision of assistance to other employees
- basic maintenance, set-up and lubrication of plant and equipment

All levels other than Levels 5 and 5R are rotating shiftwork positions. Levels 5 and 5R are day work positions. The all inclusive rate recognises all shift premiums that would otherwise be payable.

Grades will be reviewed within 6 months of commencement of this Agreement.

Table 1

	Effective 1 July 2005	Effective 1 July 2006	Effective 1 July 2007	Description
Level 1 - Shift Miller	\$57118.09	\$59402.81	\$61778.92	Fully multi-skilled, Trainer/ Workplace Assessor, Involved in mill management
Level 2 - Panel Operator	\$55,876.37	\$58,111.42	\$60,435.88	Operation of Weigh Panel
Level 2R - Relief	\$52,151.29	\$54,237.34	\$56,406.83	Operation of Weigh Panel - Relief
Level 3 - Press Operator	\$50,909.60	\$52,945.98	\$55,063.82	Operation of Presses
Level 3R - Relief	\$49,667.89	\$51,654.61	\$53,720.79	Operation of Presses - Relief
Level 4 - Grinding/Receival	\$48,084.66	\$50,008.05	\$52,008.37	Gristing, receival, loading & unloading
Level 4R - Relief	\$43,459.41	\$45,197.79	\$47,005.70	Gristing, receival, loading & unloading - Relief
Level 5 - Pre Mix	\$34,767.53	\$36,158.23	\$37,604.56	Pre-mixing, receival, cleaning
Level 5R - Relief	\$34,767.53	\$36,158.23	\$37,604.56	Pre-mixing, receival, cleaning - Relief

### 11. Casual Employees

- a) A casual employee may be employed for not less than four hours each start and not more than eight hours at the ordinary hourly rate which is equivalent to one thirty-eighth of the ordinary weekly rate as set out in this Agreement, plus 15 per cent casual loading.
- b) A casual employee shall be paid overtime for any time worked before the rostered starting time or after the rostered finishing time, outside the ordinary spread of hours and/or outside the specified maximum daily and/or weekly hours.

- c) Casual employees shall be paid in accordance with the provisions of the relevant award of Agreement (whichever is the greater) with respect to shift allowances, weekend allowances and public holidays in addition to the 15 percent casual loading.
- d) In accordance with the *Annual Holidays Act 1944*, casuals will receive one-twelfth of their ordinary hourly rate in lieu of annual leave.
- e) For the purpose of this clause casual employees are defined as both Company employed and Agency casuals.

## **12. Superannuation**

Upon engagement of employment, new employees will be given a choice of becoming a member of the Company fund or the relevant industry fund only. The complying industry fund is LUCRF.

Definitions:

Ordinary time earnings

Refers to the usual earnings, including shift allowances and over agreement payments whether by salary or otherwise, but excluding overtime or annual leave loading.

Employer contribution

The employer shall contribute to a complying fund at a rate no less than the Superannuation Guarantee prescribed by Legislation.

Payments of contributions

Payments of contributions shall be on a monthly basis and cover pay periods completed in that time for time worked, and absences on approved sick leave, annual leave, long service leave or other paid approved leave but not otherwise.

## **13. Resolution of Disputes and Grievances**

Where employees or the union have a grievance or claim; the matter shall be raised with the relevant supervisor. If the matter is not resolved, it shall be raised with the NSW Milling Manager or his nominee. If the matter is not resolved, the union and the company's nominated representative will meet to discuss and resolve the issue.

Any grievance or dispute that cannot be resolved by the company and the union will be referred to the NSW Industrial Commission. Whilst this process is being followed, work shall continue as normal unless there is a genuine risk to employee safety. In this context "as normal" means that the work will be carried out in the same manner as applied immediately prior to the occurrence of the dispute or grievance.

## **14. Company Policies and Standards**

All employees will comply with company policies and standards as amended from time to time. In particular, the employees are required to comply with the company's Occupational Health and Safety Policy and its Drug and Alcohol Policy. Changes to the policies and standards will be introduced by consultation.

## **15. Sick Leave**

- a) On commencement of employment, full time employees will be entitled to 6.6 hours sick leave for each completed month's service.
- b) Employees will be credited with 10 days sick leave on the first and subsequent anniversary dates of commencement as a full time employee.

- c) Employees are required to notify the company of any absence due to sickness prior to the commencement of rostered work, unless it is impractical to do so. Employees' notification shall be made according to the procedure specified by the company. This procedure may be varied from time to time.
- d) Employees are required to provide medical certificates to the Company if sick leave is claimed immediately before or after a leave or Public Holiday or forfeit that day's payments.
- e) Employees are required to provide medical certificates to the company if sick leave is claimed for an absence of 2 or more consecutive days; or if sick leave is claimed for an absence of 1 day where the employee has had more than 3 single day sick leave absences in any 12 month period. Any employee who has in excess of 10 days sick leave accrued will not be required to produce a medical certificate unless the absence exceeds 3 days.
- f) The company has the right to interview any employee who has claimed sick leave for the purpose of ascertaining whether or not the employee has in fact been sick and to estimate the duration of that sickness. Where the Company Medical Officer is so requested by the company, the employee may be the subject of a medical examination. Any employee who unreasonably refuses the interview or examination shall not be entitled to paid sick leave in respect of the absence. The company will not exercise this right unless it has reasonable grounds, and will in any case advise the union of its intention before exercising it.
- g) Sick leave accrues without limitation until the termination of employment, however there is no payment of accrued sick leave upon termination.
- h) Employees who have taken sick leave immediately before the end of the pay period will have the absence paid as sick leave (provided that they have accrued sufficient sick leave) without the PRC being completed. In the event that the PRC and associated certificates are not produced or the application is otherwise unsatisfactory, the pre-paid sick leave will be deducted from the employee's next pay.
- i) Employees whom continually or fail to provide adequate notice or do not provide reasonable explanation for a failure to notify, will be subject to disciplinary action in accordance with the Disciplinary process.
- j) If an employee presents a backdated medical certificate payment will only be made if the Medical Practitioner indicates in writing that the employee had attempted to gain an appointment on the first date shown as an absence.

## **16. Compassionate Leave**

An employee will be entitled to take compassionate leave on each occasion and on the production of satisfactory evidence of the death of near relatives. "Near relatives" include, but are not limited to: husband, wife (including de facto spouse), father, mother, stepfather, stepmother, child, stepchild, brother, sister, mother/father in-law, brother/sister in-law, grandparents or grandchildren. Every situation will be assessed on its merits and the relationship of the employee and the deceased will be the principal consideration in determining the amount of leave granted, which will vary from 1 to 5 days.

An employee will not be entitled to compassionate leave if the leave coincides with any other type of leave.

## **17. Annual Leave**

Employees covered by this award shall be entitled to a fifth (5) week of Annual Accrual and taking of the additional week of leave shall be in accordance with the provisions of the Agreement.

## **18. Parental Leave**

The Parental Leave provisions of the *Industrial Relations Act 1996* (NSW) will apply to employees engaged under this agreement. Qualifying employees will be entitled to extend the period of unpaid Maternity Leave of 52 weeks to a total period of 78 weeks under the following arrangements:

Employees can access all outstanding Annual and Long Service Leave entitlements (including pro-rata Annual Leave up to the date of commencement of leave) immediately prior to or after the 52 weeks, special unpaid leave can be taken by agreement to extend the period to a maximum of 78 weeks. The Company will not unreasonably refuse requests for Special Unpaid Leave. The company commits to consider carefully all requests from people returning from Maternity leave to work part time.

### **19. Review of Hours of Work**

If operational requirements change throughout the life of this agreement, the parties will undertake a review of shift and manning requirements. Such reviews may result in changes to current shift arrangements and accordingly the calculations of the annual salaries will be renegotiated.

### **20. Fitness for Work System**

During the term of this Agreement the Company will hold discussions with the SBU on the implementation of a "Fitness for Work System" which includes a Drug and Alcohol management process. The scheme will only be implemented once Agreement is reached.

### **21. Redundancy Agreement**

#### **21.1 Scope**

This agreement is made between the company and the unions; and applies to all employees of the company at Beresfield. This agreement supersedes any and all entitlements that are not specifically provided for in this agreement.

#### **21.2 Definition.**

"All purpose rate" means the rate of pay used to calculate one week's normal pay. The all purpose rate excludes overtime; but includes penalty rates and shift premiums, and all allowances.

"Casual employee" means an employee who is employed on an hourly basis, and who has no reasonable expectation of regular work. A casual employee is not entitled to any termination payments pursuant to this agreement.

"Part time employee" means an employee whose rostered hours of work are less than an average of 36.5 hours per week.

"Redundancy" means a situation where the company proposes to permanently cease operating all or part of its business; and this cessation results in one or more full time or part time employees becoming surplus to the company's labour requirements. "Redundancy" does not include:

- (a) termination of employment pursuant to the company's Disciplinary Policy and Procedures, provided that such termination is not directly related to the company's requirement to reduce its labour requirements;
- (b) termination of employment due to retirement;
- (c) situations where full time or part time employees become surplus to the company's labour requirements due to industrial action taken by employees which affects the company's ability to continue normal operations;
- (d) variations to rosters or shifts (as provided for by parent awards or site agreements) as a result of restructuring or changes in customer demands or operational requirements. Such roster or shift changes shall be made in consultation with the union/s and employees. Where employees are genuinely forced to terminate their employment as a result of such changes, the employee will be entitled to a redundancy benefit pursuant to this agreement. "Genuinely forced to terminate" employment does not include financial disadvantage as a result of changed entitlements to shift allowances or overtime;

- (e) situations where part time or full time employees are not prepared to undertake training or redeployment as a result of technological or operational changes which require such training or redeployment; provided that the proposed training or redeployment is agreed by the company and the union to be reasonably within the employee's capability;
- (f) short term reductions in the company's labour requirements which can be managed pursuant to clause 4 of this agreement; or
- (g) the sale or transfer of some or all of the company's business where continuity of employment is offered to employees.

"The company" means Bartter Enterprises.

"The union" means the National Union of Workers.

"Week's pay" means the applicable rate of pay used to calculate the employee's normal weekly rate of pay for the pay period immediately prior to the date of termination. Where employees are engaged on annualised salary agreements, a week's pay is determined by dividing the annual salary by 52.

"Work Area" means a discrete functional or geographical part of the company's operations. The determination of a work area is by reference to the management structure and accountabilities; award/agreement classification and/or union coverage.

### 21.3 Consultation.

Where the company is of the view that a redundancy situation is likely to occur, it shall convene a meeting with the relevant union or unions. The company will provide as much relevant information on the circumstances which may lead to redundancies as is commercially prudent. The company and the unions will jointly seek alternatives to redundancies.

### 21.4 Steps To Avoid Redundancies

Where a redundancy situation appears likely, the company may seek to minimise the number of such redundancies by:

- reducing the hours worked by casual employees;
- reducing the number of casual employees;
- requiring full time and part time employees to take accrued RDOs; annual and long service leave; and
- reducing the hours worked by part time employees.

### 21.5 Selection for Redundancy.

- (a) The ideal outcome of a redundancy situation is one where employees volunteer for termination of employment, and the company's operational requirements are met by the termination of employment of such volunteers.
- (b) In the event that there are insufficient volunteers, or the company's operational requirements would not be met by the termination of employment of volunteers; the company will determine who is to become redundant using the following criteria:

where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;

long term operational requirements as to employee skills, experience and potential; and considerations of seniority, equity and fairness.



- (c) In the event that there are more volunteers for redundancy than are required by the company; the company will determine who is to become redundant using the following criteria:

where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;

the company's medium and long term skill requirements; and

other things being equal, those employees with the longest service shall have first preference for redundancy.

- (d) Where the relevant union disagrees with the company's determination pursuant to this clause, it is entitled to have the company's determination reviewed pursuant to Clause 13, Resolution of Disputes.

#### 21.6 Notice of Redundancy

- (a) Employees to be made redundant will receive 4 weeks' written notice of termination of employment.
- (b) During the notice period, the employee will be provided with paid leave to attend interviews with alternative employers and employment agencies, and to attend outplacement support activities; provided that such leave does not cause unreasonable disruption to the company's operations.
- (c) Where an employee has been provided with written notice, and finds alternative employment during the notice period, the employee will be able to terminate their employment by the provision of 48 hours' notice. All entitlements arising pursuant to this agreement will be paid to the employee..
- (d) Where an employee who has been provided with written notice dies during that notice period, his or her full entitlements pursuant to this agreement will be paid to that employee's dependants. Where the company is unable to locate the employee's dependant/s, his or her full entitlements pursuant to this agreement will be paid to the employee's estate.

#### 21.7 Payments Upon Termination Of Employment

On the last day of employment, redundant employees will receive a termination payment based on the following formulae:

- (a) 4 weeks' pay;
- (b) a further 4 weeks' pay for each year of service, calculated to completed quarters;

provided the total payment made pursuant to sub-clauses 21-7(a) and 7(b) will not exceed 56 weeks' pay.

- (c) accrued annual leave entitlements in accordance with the applicable NSW legislation and/or award; and
- (d) accrued long service leave entitlements in accordance with the applicable NSW legislation and/or award, provided that employees with not less than 5 years' service will be entitled to pro rata long service leave.

All payments made pursuant to this clause will be taxed in accordance with the applicable law. The unions may not make any claim on the company that is based on any change to the taxation treatment of termination payments.

#### 21.8 Assistance To Secure Alternative Employment

The company will provide outplacement support to employees who are to be made redundant. The level of outplacement support will vary depending on the number and requirements of the employees concerned. As a minimum, the company will, through its preferred outplacement services provider/s, ensure that those employees who need it receive preliminary counselling, assistance in establishing a job-search plan, and advice in the preparation of job applications.

The company and the union/s will discuss the appropriate level of outplacement support prior to any program being initiated.

#### 21.9 Treatment Of Casual Employees

For the purpose of this clause, a "casual employee" is an employee who receives a casual loading.

Where a part time or full time employee has continuous service with the company as a casual employee prior to commencing their part time or full time employment; such service will be treated as part time or full time service for the purpose of sub-clause 21-7(b) of this agreement.

A part time or full time employee who has continuous service with the company as a casual employee prior to commencing their part time or full time employment will not have that service taken into account for the purpose of calculating entitlements pursuant to sub-clause 21- 7(c) of this agreement.

#### 21.10 Resolution Of Disputes

Where the union/s have a grievance or claim in relation to the application or interpretation of this agreement, it shall be raised in the first instance with the company's NSW Human Resources Manager or her nominee. If the grievance or claim cannot be resolved by discussion, the matter will be referred to the applicable industrial tribunal for resolution.

Whilst the grievance or claim is being resolved, the unions will not take any form of industrial action.

### **22. Transmission of Business**

This clause shall cover the transmission of any section of the current Beresfield Site covered by this Agreement to another party whether by agreement or by operation of law.

#### 22.1 Definitions:

In this clause:

"another party" shall mean the transmittee of the business and shall include a person, an employer, trading corporation or other entity operating within industry.

#### 22.2 Transmission of business or work:

22.2.1 Where the Company makes a definite decision to transmit some or all of the business covered by the scope of this agreement to another party, the Company will notify the employees who may be affected by the proposed changes and the Unions.

22.2.2 As soon as practicable after the decision has been made to transmit such business, and not less than 4 weeks before the proposed transmission is to take place will advise the affected employees and the relevant unions about the likely effects of its decision on those employees.

22.2.3 At the same time as the discussions referred to in sub-clause 22.2.2 above, the parties shall commence communication regarding the proposed transmission of business including the following:

- (a) the reasons for the proposed transmission of business;
- (b) any available alternatives to such transmission of business;
- (c) measures to avoid or minimize the effects on the employees of the transmission of business including the availability of alternative employment.

22.2.4 If the Company has determined to proceed with the transmission of business, then the Company shall seek to:

- a) Make it a condition of any contract that it enters into with another party with respect to the transmission of business that if an employee transfers on transfer they are to be offered wages and conditions equal to this Agreement.

or

- b) Provide an offer of employment within the Company wages and conditions not inferior to those currently received by the employee if such a position exists.

or

- c) By agreement, provide a transfer to a position within the Company with conditions of employment less than current conditions at which time the difference in entitlements shall be paid out to the employee, if such a position exists.

22.3 Ongoing Employment:

Where the Company obtains alternative employment for the employee or transfers with the business in accordance with Clause 22.2.4 the employee shall not be entitled to redundancy pay.

22.4 Redundancy:

Where the employee cannot be found employment in accordance with Clause 22.2.4 within the Company or with another party the employee shall then be entitled to redundancy.

### **SIGNATORIES**

Signed for AND on behalf of: BARTTER ENTERPRISES

Name Print:

Witness Name

Position:

Signature

Signature

Date:

Date:

Signed for AND on behalf of: National Union of Workers - New South Wales Branch

Name Print:

Witness Name

Position:

Signature

Signature

Date:

Date:

## ANNEXURE A

(010)

**SERIAL C0091**

### ANIMAL FOOD MAKERS &c. (STATE) AWARD

Schedule of Consolidated Award Published on 1.6.01 and Subsequent Variations Incorporated

Clause	Award/Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
				Vol	Page
Award	C0091	1.6.01	First pay period on or after 13.2.01	325	112
5 (iii); Tables 1-3 of Appendix 1; Appendix 2	C0769	22.2.02	First pay period on or after 2.10.01	331	765
Arrangement	C1894	20.6.03	First pay period on or after 25.3.03	340	73
29A	C1894	20.6.03	* See Clause 29A (vii) for effective dates	340	73
5, Appendix 1, Appendix 2	C3035	3.12.2004	First pay period on or after 2.10.2002	347	621
5, Appendix 1, Appendix 2	C2359	10.12.2004	First pay period on or after 2.10.2003	347	722
Arrangement 1, 2, 5, 7, 9, 10, 12, 13, 14, 15, 17, 18, 19, 20, 22, 26, 27, 28, 29, 30, 31, 35, 36, 39, 42, Part B	C3207	29.4.2005	On and from 9.8.2004	350	798
5, Part B (Appendix 1)	C3654	15.7.2005	Ffpp on or after 2.10.2004	352	573
Erratum to C3654	C3916	2.9.2005		353	633

### AWARD

#### Arrangement

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Conditions of Employment
4.	Disputes Procedure
5.	Adult Weekly Rates
6.	Undertakings
7.	Junior Rates
8.	Proportion of Juniors

9. Special Rates
10. Sunday and Holiday Rates
11. Mixed Functions
12. Hours - Day Work
13. Hours - Shiftwork
14. Overtime
15. Travelling
16. Attendance at Certificate of Food Processing Training Course
17. Public Holidays
18. Annual Leave
19. Annual Leave Loading
20. Sick Leave
21. Personal/Carer's Leave
22. Accident Pay
23. Bereavement Leave
24. Jury Service
25. Safety Precautions
26. First-aid Attendant
27. Fire Officer
28. Supply of Overall, Tools, etc.
29. Payment of Wages
30. Time and Wages Book
31. Amenities and Safety
32. Notice Boards
33. Existing Conditions
34. Copy of Award, etc.
35. Aged or Infirm Workers
36. Redundancy
37. Long Service Leave
38. Workplace Consultation
39. Enterprise Arrangements
40. Anti-Discrimination
41. Superannuation
42. Area, Incidence and Duration

## PART B

### MONETARY RATES

Table 1 - Feed Miller in Charge of Shift

Table 2 - Feed Mill Operative

Table 3 - General

Table 4 - Other Rates and Allowances

Appendix 1 - Disciplinary Procedure

#### 1. Title

This award shall be known as the Animal Food Makers &c. (State) Award.

#### 2. Definitions

- (1) Shift Miller - means an employee who is invested by management with responsibility for the mill and control of other employees on their shift.
- (2) Foreperson Feed Miller - is a feed miller who is also responsible for planning and organising of other employees besides those on their shift.

- (3) Feed Mill Operative - means an employee who works in a feed mill and operates the production machinery.

Grade 5 - means an employee who is mainly engaged in operating machinery which carries out one production function, involving the application of standard practices which requires the exercise of limited discretion and who has limited responsibility for the quality of the product, and usually works under direct supervision.

Without limiting the generality of the foregoing, examples of the type of work included are: grinding, rollermilling.

Grade 4 - means an employee who is mainly engaged in operating machinery which carries out one or more production functions, involving the application of standard practices but requiring some skill and the exercise of some initiative and minor decision making, and who has limited responsibility for the quality of the product/s and usually works under general supervision.

Without limiting the generality of the foregoing, examples of the type of work included are: operating a pellet press, an extruder, or preparing ingredients for use and subsequently tipping them into a mixer or bins before a mixer etc.

Grade 3 - means an employee who is mainly engaged in operating equipment which controls the production machinery, involving the application of standard practices but requiring the exercise of some initiative and minor decision making, and who has limited responsibility for the quality of the products, and usually works under general supervision.

Without limiting the generality of the foregoing, an example would be: operating the production control panel.

Grade 2 - means an employee who is mainly engaged in operating equipment which controls the production machinery and may control finished products, involving the exercise of some initiative and decision making within a regular work routine, and who has substantial responsibility for the quality of the products, and usually works under limited supervision.

Grade 1 - means an employee who is mainly engaged in operating equipment which controls the production machinery of the mill and finished products and/or ingredients, who is required to exercise initiative and judgement and who has responsibility for the quality of the finished products, but is not in control of the other employees on their shift.

The following expressions, which appear in the work descriptions for the grades of feed mill operative, shall be defined as follows:

Direct Supervision - shall mean that a person:

- (a) receives detailed instructions on the work to be performed; and
- (b) performs tasks which are part of an overall work routine; and
- (c) is subject to regular progress checks on the work performed.

General supervision - shall mean that a person:

- (a) receives instructions on what is required on unusual or difficult features of the work and on the method of approach when new procedures are involved; and
- (b) is normally subject to progress checks which are usually confined to unusual or difficult aspects of the task; and
- (c) has the knowledge and experience required to perform the duties usually without specific instructions but has *their* work checked.

Limited supervision - shall mean that a person:

- (a) may be subject to progress checks which will be principally confined to establishing that satisfactory progress is being made; and
  - (b) may have *their* work checked.
- (4) Premix Blender - means an employee who is mainly engaged in weighing out qualities of vitamins, proteins, minerals and other chemicals and preparing them for use as an ingredient.
    - (1) Millwright means a tradesperson who is mainly engaged on installation, repair and maintenance work.
    - (2) General Repairer not Millwright - means an employee who is mainly engaged in repairs and maintenance work but without the relevant trade training and qualifications.
    - (3) Head Millwright means a Millwright who, whilst they are working, has in their charge and control one or more millwrights and/or general repairers, not apprentices, and who has been appointed by the employer to take such charge or control.
    - (4) Binsperson means an employee who is mainly engaged in directing the finished product to bins or to packing lines or to bulk delivery vehicles.
  - (5) Grain Sampler means an employee wholly responsible for the acceptance or rejection of grain or for fixing the rate of dockage in respect thereto.
  - (6) Head Storeperson/Head Storehand means a Storeperson/Storehand who is invested by management with the superintendence and responsibility of a store and the other employee working in that area.
  - (7) Storeperson/Storehand/Siloperson means an employee who is mainly engaged in handling and unloading products and/or ingredients.
  - (8) Packerperson/Packer/Stacker means an employee who is mainly engaged in packing products or in stacking them in mill stores or in railway trucks or in containers.
  - (9) Head Siloperson/Head Intake Person - means an employee who is invested by management with the superintendence and responsibility of a silo or the receiving and storage of ingredients and of other employees working in that area.
  - (10) Head Millhand means an employee who is invested by management with superintendence and responsibility of one area of work, and of other employees working in that area.
  - (11) Millhand means an employee who is required to perform general duties such as cleaning, bag sorting and branding, etc.
  - (12) An Engine Driver - shall be deemed to be in charge of plant
    - (i) when two or more drivers are employed at the plant at one time and they are is the driver invested with the superintendence and responsibility.
    - (ii) when the driver, being the only person of their class employed on the plant, does the general repair work of the plant, in addition to the work of engine-driving, but not when the employee merely assists the millwright to do such work.
  - (13) Fireman/Boiler Attendant means an employee who is mainly engaged in operating steam raising plant.
  - (14) Fork Lift Truck Driver and/or Tractor Driver means an employee who is mainly engaged in driving a fork lift truck and/or a tractor.

- (15) Laboratory Assistant means an employee who is mainly engaged as an assistant in a laboratory.
- (16) All Other Adult Employee means an employee who is not covered by the definitions above.

### **GENERAL DEFINITIONS**

- (a) Casual employee is one who is engaged and paid as such.
- (b) Breakdown means a total stoppage of the work of the mill or plant, except in the stores, through any breakdown of any part of the machinery, including the engines, used by the employer or at the place from which power is transmitted, which prevents the work of the mill itself being carried on for the rest of the day on which the stoppage occurs at least, but does not include a stoppage for repairs.
- (c) The Union means the National Union of Workers, New South Wales Branch.
- (d) Employee means any person or any of the classes of persons performing any of the kinds of work covered by this Award who *may* be employed by an employer.
- (e) Employer means an employer upon whom this Award is or becomes binding.
- (f) Registrar means the Industrial Registrar appointed under the *Industrial Relations Act 1996*.
- (g) Safety Footwear means, for the purposes of subclause (g) of clause 28, Supply of Overalls, Tools etc., footwear which has a non-slip sole and an integral steel toe cap and which is suitable for use by the employee.

### **3. Conditions of Employment**

Unless otherwise determined by agreement in accordance with clause 38, Workplace Consultation the following provisions shall apply:

- (a) Engagement -Subject to the following conditions the engagement of all employees under this Award shall be on the basis of either permanent employment (which includes part-time employees) or casual employment. Employees shall be notified prior to engagement under which category they are employed.
  - (i) Permanent Employees (Including Part-time Employees) -
    - (a) Probationary Period of Employment -All new permanent employees (which includes part-time employees) shall be employed under a probationary period of three months commencing from the date of engagement. During the period a new employee will be properly instructed on the tasks and requirements of the position to be filled. During the probationary period employment shall be on a day-to-day basis and the employee's employment may be terminated by either the employer or the employee at the end of any day or shift without notice.
    - (b) A "part-time employee" shall mean an employee who is employed on a permanent basis to work regular days and regular hours, either of which are less than the number of days or hours worked by full-time permanent employees employed at a site, but such days shall not be less than two per week and such hours shall not be less than 16 per week.
    - (c) The number of part-time employees that may be employed at a site shall not exceed the proportion of one part-time employee to every four or portion of four full-time employees employed under this Award.
    - (d) A part-time employee shall be paid per hour one thirty-eighth of the weekly rate prescribed for full-time employees for the classification in which they are employed.



- (e) The spread of ordinary hours of part-time employees shall be the same as that applicable to full-time permanent employees in the section of the establishment in which they are employed. The number of ordinary hours worked shall not on any day exceed the number of ordinary hours of permanent employees in the section in which the employee is employed and shall not in any week exceed the number of hours of permanent employees in the section without the payment of overtime.
- (f) Subject to this subclause, all of the provisions of this Award shall apply to a part-time employee.
- (ii) Casual Employees -
  - (a) The rate of pay for casual employees shall be the Award rate plus 20%. Where a casual employee works on any day Monday to Friday in excess of the number of ordinary hours worked by weekly employees in the establishment the rate of pay for working such excess hours shall be time and a half for the first two hours and double time thereafter and such rate shall not include the casual loading.
  - (b) The rate of pay for work performed by casual employees on Saturdays, Sundays and Public Holidays shall be the Award rate plus 20%.

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

(b) Termination

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

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

- (ii) Casual Employees - Employment shall be terminated by one hour's notice on either side given at any time during the week or by payment or forfeiture of one hour's ordinary pay as the case may be.
- (iii) Instant Dismissal - These provisions shall not affect the right of the employer to dismiss any employee without notice for serious and wilful misconduct, and in such cases, the wages shall be paid up to the time of dismissal only.

(c) Stand down -

- (i) None of the above shall affect the right of the employer to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.
- (ii) Except as provided by clause 22, Accident Pay, employees shall not be entitled to full weekly wages unless they are ready, willing and available to work during the ordinary hours of the week prescribed by this Award.

#### 4. Disputes Procedure

Where it is agreed at a site that a Disputes Procedure should be adopted, it shall be introduced on the following basis (unless contrary agreement already in existence is preferred by the parties).

- (1) The following procedure shall be observed for handling grievances and settling of disputes. These procedures will not restrict the company or a duly authorised official of an employer's organisation or a duly authorised official of the Union making representations to each other.
  - (a) The Union and the company shall notify each other in writing the names and/or titles of duly accredited job representatives. The accredited union job representative will be the only person entitled to make representations on behalf of the members of *their* union employed by the employer and the nominated company representative will be responsible for dealing with matters raised by the union job representative.
  - (b) The accredited union job representative and the nominated company representative shall make themselves available for consultation as required under the procedure.
  - (c) In the first instance, the accredited union job representative shall discuss matters affecting the employees *they represent* with the foreperson or supervisor of those employees.
  - (d) If the matter is not resolved at this level, the accredited union job representative should ask for it to be referred to the company's nominated representative and the foreperson or supervisor shall do so. The company's nominated representative shall arrange a conference to discuss the matter within 24 hours or such other period as agreed with the accredited union job representative.
  - (e) If the matter is not resolved at the conference convened under paragraph (d) above, the accredited union job representative shall advise the appropriate local official of the union of the matter in issue. A conference on the matter will then be arranged to be attended by such official or officials and the union job representative concerned as the union may decide, and by the nominated company representative and such other representative of the company including its association as the company may decide.
  - (f) If a matter has not been resolved when the procedures referred to above have been availed of, the employer and the union should enter into consultation about it at a higher level, on the employer and union sides, as the parties consider appropriate.
  - (g) At any stage in the procedures after consultation between the parties has taken place in accordance with the procedures, either party may ask for and be entitled to receive a response to their representations within a reasonable time. If there is undue delay on the part of the other party in responding to representations, the party complaining of delay may, after giving notice of their intention to do so, take the matter to a higher level in the procedures on their side.
  - (h) Without prejudice to either party, and except where a bona fide safety issue is involved, work shall continue in accordance with the Award while matters in dispute between them are being negotiated in good faith. Where a bona fide safety issue is involved, the employer and the appropriate safety authority must be notified concurrently or at least a bona fide attempt made to so notify that authority.
  - (i) At any stage of the procedures, the parties may seek the assistance of some mutually acceptable person.
  - (j) If the matter is still not settled it shall be submitted to a member of the Industrial Relations Commission of New South Wales, whose decision shall, subject to any appeal in accordance with the *Industrial Relations Act 1996*, be final and shall be accepted by the parties.
- (2) In the event of a party failing to observe these procedures, the other party may take such steps as are open to *them* to resolve the matter.

## **5. Adult Weekly Rates**

- (i) Current minimum rates are set out in Appendix 1 to this Award.

- (ii) The rates of pay in this award include the first, second and third arbitrated safety net adjustments (\$8.00 per week each 21 February 1994, 13th April 1995 and 5th March 1998) payable under the State Wage Case - December 1994 Decision. All the above safety net adjustments may be offset to the extent of any wage increase received at the enterprise level since 29 May 1991. Increases made under previous State Wage Case principles or under the current principles, excepting those resulting at the enterprise level, are not to be used to offset arbitrated safety net adjustments.
- (iii) The rates of pay in this award include the adjustments payable under the State Wage Case of May 2000. These adjustments may be offset against:
  - (a) any equivalent overaward payments; and/or
  - (b) award wage increase since 29 May 1991 other than Safety Net, State Wage Case, and minimum rates adjustments.

## **6. Undertakings**

- (a) Flexibility -
  - (i) Employees under this award shall be required to perform a wide range of duties including work which is incidental or peripheral to their main tasks or functions as well as maintenance duties (subject to required skills) requiring some use of tools.
  - (ii) An employer 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 award.
  - (iii) The parties will not create barriers to advancement of employees within the Award structure or through access to training.
  - (iv) The parties will accept in principle a new classification structure in which descriptions will be more broadly based and generic in nature.
  - (v) The parties will co-operate in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputation.
- (b) Award Modernisation:
  - (i) Both parties are committed to modernising the terms of this Award so that it provides for flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
  - (ii) In conjunction with establishing the new Award structure, the parties are prepared to discuss all matters raised which will lead to increased flexibility. As such any discussion must be premised on the understanding that:
    - (1) The majority of employees and the employer at each enterprise must genuinely agree.
    - (2) No employee will have their rate of pay reduced as a result of these changes.
    - (3) The union must be a party to the agreement.
    - (4) The union will not unreasonably oppose any agreement.
    - (5) Agreements will be ratified by the Industrial Relations Commission of New South Wales.
    - (6) The disputes procedure will apply if agreement cannot be reached in the implementation process or a particular issue.

## 7. Junior Rates

Current rates are as set out in Appendix 1 - Minimum Award Wage Rates.

## 8. Proportion of Juniors

Not more than one junior shall be employed in proportion to six or a fraction of six adults employed in the mill, engine room or store, and the employer shall have the right to place such juniors in the mill, engine room or store as they may require. Provided that the provisions of this sub-cause shall not apply to any junior who is paid not less than the relevant rate prescribed for an adult.

## 9. Special Rates

For current special rates see Appendix 2.

## 10. Sunday and Holiday Rates

- (a) Work on a Holiday - Except as prescribed elsewhere in this clause, overtime rates in addition to ordinary rates shall be paid for all time worked on holidays.
- (b) Except as prescribed elsewhere in this clause three times the ordinary rate shall be paid for all time worked on Good Friday or Christmas Day (except where it is observed on a Monday). Where gristing work is done in any flour mill on Good Friday or Christmas Day then five times the ordinary rate shall be paid.
- (c) Where Christmas Day is observed on a Monday, public holiday rates as prescribed in sub-clause (a) of this clause shall apply and holiday rates as prescribed in subclause (b) shall apply for all work done on 25 December.
- (d) Provided that where a night shift worker has worked *their* first shift for the week on Sunday night and the shift is changed to day or afternoon shift in a week in which Friday is a public holiday and as a consequence of the change of the employees' shifts they are rostered to work an extra shift during their ordinary hours compared to other shift workers in the mill whose shifts have not been changed, the employee shall be entitled to not work *their* ordinary shift, without loss of pay, on the working day immediately preceding such public holiday.

The following special provisions also apply to such an employee:

- (i) Should the employee be required to work on the day off prescribed by this subclause the employee shall be paid for such work at the holiday penalty rate prescribed by this clause as though *the employee* had worked on the Friday public holiday.
- (ii) Should the employee be required to work on the Friday public holiday *they* shall be paid for such work at the overtime rate prescribed by clause 14, Overtime, in lieu of the penalty rate prescribed by this clause.
- (e) Work on a Sunday - When work is performed on a Sunday, double ordinary rates shall be paid. This sub-clause shall not apply to work performed on a Sunday in accordance with subclause (d) of this clause or subclause 13(d).
- (f) By agreement between the employer and the majority of their employees concerned, the ordinary hours of a night shift may be worked to commence to earlier than 11.00 p.m. on the Sunday or a holiday in a week in which a holiday falls or is observed, without payment of penalty rates, in lieu of working a night shift which would run into the day on which a holiday falls or is observed in such week.
- (g) Where an overtime shift is worked to commence not earlier than 11.00 p.m. on a Sunday, for work performed between 11.00pm and midnight on such Sunday overtime rates only, as prescribed by clause 14, Overtime, shall apply.

- (h) Employees required to work on Sunday or holidays shall be paid for a minimum of three hours' work. This subclause shall not apply to ordinary hours of work performed on a Sunday or holiday in accordance with subclause (d) of this clause or subclause 13(d).
- (i) An employee working on a Sunday shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of work, if the employee continues to work after such crib time. Provided further that the employer and the employee may agree to any variation of the above crib time provisions to meet the circumstances of the work in hand which is not less favourable to the employee and which will not require the employer to pay in excess of twenty minutes at the appropriate rate for the prescribed crib time. This subclause shall not apply to ordinary hours of work performed on a Sunday in accordance with subclause (d) of this clause or subclause 13(d).
- (j) In addition to the crib time allowed in accordance with subclause (i) of this clause, an employee shall be paid a meal allowance as set out in subclause (j) of Appendix 2 - Special Rates.

### **11. Mixed Functions**

Subject to the provisions of this clause an employee engaged for more than two hours of one day or shift on duties carrying a higher rate of wage than their ordinary classification shall be paid the higher rate for such day or shift. If so employed for two hours or less of one day the employee shall be paid the higher rate for the time so worked.

Provided further where an employee is transferred, without having received at least one week's notice, to a grade of work carrying a lower minimum rate of wage than that at which they are usually employed, *the* employee shall be paid during such week the rate of wage *they were* receiving for the work usually performed by the employee.

### **12. Hours - Day Work**

Unless otherwise determined by agreement in accordance with Clause 38, Workplace Consultation, the following provisions shall apply:

- (a) Ordinary Hours of Work -
  - (i) Except as provided elsewhere in this clause, ordinary working hours shall not exceed an average of 38 per week to be worked between 6.00 a.m. and 6.00 p.m., Monday to Friday on one of the following bases:
    - (1) 38 hours within a work cycle of one week
    - (2) 76 hours within a work cycle of two weeks
    - (3) 114 hours within a work cycle of three weeks
    - (4) 152 hours within a work cycle of four weeks.

Different methods of implementation of a 38 hour week may apply to various groups or sections of employees in the establishment concerned.
  - (ii) In the absence of agreement the ordinary working hours are not to exceed eight on any day.
  - (iii) Where agreement exists between the employer and the employee or between the employer and the majority of employees concerned, the ordinary hours of work can be worked at any time on any day of the week, Saturday and Sunday inclusive.
- (b) Rate for Ordinary Hours on Saturday and Sunday - Ordinary hours of work performed on a Saturday shall be paid for at the rate of time and one half and on a Sunday at double time.

- (c) Meal break - A meal break shall be allowed for a minimum of half an hour or such other period as may be agreed upon between the employer and an employee or between the employer and the majority of employees concerned. An employee shall not be required to work for more than five ordinary hours without a meal break unless otherwise agreed, provided that the time of taking a meal break for a particular day may be varied to meet the needs of the establishment. If a meal break is not given within six hours an employee shall be paid at time and one half rates until a meal break is allowed.
- (d) Notice of rostered days off - In cases where, by virtue of the arrangement of the ordinary hours of work, an employee is entitled to a rostered day off during the work cycle, such employee shall be advised by the employer at least four weeks in advance of the day to be taken off by written notice posted by the employer on the notice board.
- (e) Banking rostered days off - By agreement between the employer and an employee or between an employer and the majority of employees concerned, rostered days off may be accumulated (banked) and shall be entitled to be taken in a manner agreed upon between the employer and the employee.
- (f) Rostered day off not to coincide with holiday - In cases where, by virtue of the arrangement of the ordinary hours of work, the employee is entitled to a day off during the work cycle, the weekday to be taken off shall not coincide with a holiday fixed in accordance with clause 17, Public Holidays.
- (g) Substitute days:
  - (i) The employer and an employee or the employer and the majority of employees concerned may by agreement substitute the day the employee or employees re to take off during a work cycle for another day.
  - (ii) An apprentice who is required to attend trade school on a rostered day off shall be entitled to a substitute day as soon as practicable following the attendance at trade school.
- (h) Work on a Rostered Day off - Unless a rostered day off is substituted for another day off in accordance with subclause (e) or (g) work performed on the rostered day off will be paid in accordance with clause 14, Overtime.

### **13. Hours - Shiftwork**

Unless otherwise determined by agreement in accordance with clause 38, Workplace Consultation, the following provisions shall apply:-

- (a) Ordinary Hours of Work -
  - (i) Except as elsewhere provided in this clause the ordinary working hours shall not exceed an average of thirty-eight hours per week.  
  
Different methods of working shifts may apply to various groups or sections of employees in the establishment concerned.
  - (ii) In the absence of agreement the ordinary working hours are not to exceed eight on any day.
  - (iii) Where agreement exists between the employer and an employee or between the employer and the majority of employees concerned, the ordinary hours of work can be worked at any time on any day of the week, Saturday and Sunday inclusive.
- (b) Definitions -
  - (i) "Day shift" means a shift worked in accordance with the terms of clause 12, Hours - Day Work, which forms part of a rostered shift system.
  - (ii) "Afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight.

- (iii) "Night shift" means any shift finishing after midnight and at or before 8.00 a.m.
- (iv) "Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.
- (v) "Continuous work" means work carried on with consecutive shifts of persons throughout the twenty-four hours of each day of the week without interruptions except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

(c) Payment for Ordinary Shifts -

- (i) Employees whilst actually engaged during ordinary hours on afternoon shift shall be paid an amount per shift as set out at subclause (p)(i) of Appendix 2 - Special Rates.
- (ii) Employees whilst actually engaged during ordinary hours on rotating night shifts shall be paid an amount per shift as set out at sub-clause (p)(ii) of Appendix 2 - Special Rates.

NOTE - The shift work rates are fixed in relation to 1/5th of the weekly rate prescribed by Grade 4 of Classification No. 3, Feed Mill Operative, of subclause (a) of clause 5, Adult Weekly Rates, in the following manner:-

Afternoon shifts	19.73%
Night shifts (rotating)	24.56%

Calculated to the nearest 1 cent per shift.

- (iii) Provided that any employee instructed by *their* employer to change shifts during any week shall be paid an additional amount as set out in subclause (p)(iii) of Appendix 2 - Special Rates for each change but not for the change back again.
  - (iv) When an employee is absent from work for the purpose of enjoying a credit day off as referred to in subclauses (d), (e), (f), (g) and (h) of clause 12, Hours - Day Work, then such employee shall be paid the shift allowance *they* would have received had the employee attended for duty on that day.
- (d) Rates for Ordinary Shifts on Saturday, Sunday and Holidays - Ordinary shifts, the major portion of which is worked on a Saturday, shall be paid for at time and one half and on a Sunday or holiday at double ordinary time. Such extra rate shall be in substitution for shift allowances as prescribed in sub-clause (c) above.
- (e) Day Worker Changing to Shift Work - Where a day worker commences shift work at the instruction of the employer without seven days notice (or the reduced period of forty-eight hours notice where the transfer to shift work is necessitated by absenteeism) the employee shall be paid time and one half rates for all ordinary time worked until such required notice would have expired. Such extra rate shall be in substitution for the shift allowance.
- (f) Change of Shift Rosters - Employees placed on the shift roster shall not have their roster changed by the employer without 48 hours' notice of such change or payment is made at time and one half rates for ordinary time worked until such 48 hours' notice would have expired. Such extra rate shall be in substitution for the shift allowance.
- (g) Termination of Shift - A shift workers shall be given seven days' notice of the cessation of the shift work. If such notice is not given the appropriate shift allowances set out in subclause (c) and (d) hereof shall apply to ordinary time worked until such seven days' notice would have expired.
- (h) Meal Breaks -
- (i) Employees employed in mills running two shifts shall be allowed 30 minutes for meals during each shift and no time shall be deducted for such meals except where a meal relief is granted on day shifts and the employees concerned are paid an additional amount per shift as set out in

subclause (k) of Appendix 2 and in such cases not less than 30 minutes nor more than one hour shall be allowed for meals which shall not be counted as time worked.

- (ii) Employees employed in mills running three shifts shall be allowed 30 minutes for meals and no time shall be deducted for meals on any shift.
- (i) Notice of rostered shifts off - In cases where, by virtue of the arrangement of the ordinary hours of work, an employee is entitled to a rostered day off during the work cycle, such employee shall be advised by the employer at least four weeks in advance of the day to be taken off by written notice posted by the employer on the notice board.
- (j) Banking of Rostered Shifts Off - By agreement between the employer and an employee, or between the employer and the majority of employees concerned, rostered shifts off may be accumulated (banked) and shall be entitled to be taken in a manner agreed upon between the employer and the employee.
- (k) Rostered Shifts off not to Coincide with Holidays -
  - (i) In cases where, by virtue of the arrangement of the ordinary hours of work, an employee is entitled to a rostered shift off during the work cycle, the shift to be taken off shall not coincide with a holiday fixed in accordance with clause 17, Public Holidays.
  - (ii) Provided that, in the event that a public holiday is prescribed after an employee has been given notice of a rostered shift off in accordance with subclause (h) of this clause and the holiday falls on such shift the employer shall allow the employee to take an alternative shift off in lieu.
  - (iii) An employee working continuous shift work who by the arrangement of ordinary hours of work is entitled to a rostered shift off which falls on a public holiday prescribed by clause 17, shall at the discretion of the employer, be paid for that day one-fifth the ordinary weekly rate of pay or have an additional day added to the annual leave entitlement. This provision shall not apply when the holiday on which the employee is rostered off falls on a Saturday or Sunday.
- (l) Work on A Rostered Shift Off - Unless a rostered shift off is substituted for another shift off in accordance with subclauses (j) and (m) work performed on the rostered shift off will be paid in accordance with clause 14, Overtime.
- (m) Substitute Shift - The employer and an employee or the employer and the majority of employees concerned may by agreement substitute the shift an employee or the employees are to take off during a work cycle for another shift without the payment of penalty rates.
- (n) Daylight Saving - Notwithstanding anything contained elsewhere in this Award, in any area where, by reason of the legislation of a State, summer time is prescribed as being in advance of the standard time of that State the length of any shift:
  - (i) Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period, or
  - (ii) Commencing on or before the time prescribed by such legislation for the termination of a summer time period,

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set at the time fixed pursuant to the relevant State legislation.

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



## 14. Overtime

Unless otherwise determined by agreement in accordance with clause 38, Workplace Consultation, the following provisions shall apply:

- (a)
  - (i) All work done outside the ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter. Provided that in respect of overtime worked on a Saturday payment shall be made at the appropriate overtime rate as for a minimum of three hours worked, except in the case of a shift worker continuing in overtime after having finished his/her ordinary hours of work on a Saturday. In the computation of overtime each day or shift shall stand alone.
  - (ii) An employee shall not be paid overtime for work on any day until the employee has worked the equivalent of his ordinary hours for the day. This provision is intended to apply in circumstances where the employees are late for work or are unlawfully absent during the day.
- (b) Where, after having left *their* place of employment, an employee is recalled to work from their home, the employee shall be paid for at least three hours work at the appropriate rate, except where such recall occurs within one hour of the employee's normal commencement time. In such case overtime rates shall apply until the normal commencement time and then ordinary rates shall be payable.
- (c) An employee who works so much overtime between the termination of the ordinary hours of work on one day or shift and the commencement of the ordinary hours of work on the next day or shift that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until *the employee* has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, *the employee* shall be paid at double ordinary rates until *they are* released from duty for such period, and *the employee* shall then be entitled to be absent until *they have* had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this sub-clause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

  - (i) For the purpose of changing shift rosters; or
  - (ii) Where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or
  - (iii) Where a shift is worked by arrangement between employees themselves.
- (d) Compulsory Overtime:
  - (i) An employer may require an employee to work reasonable overtime at overtime rates and such an employee shall work overtime in accordance with such requirement.
  - (ii) The organisation party to this Award shall not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this sub-clause.
- (e) Time Off In Lieu Of Overtime, Call Back, Sunday and Holiday Work - Subject to the following provisions, time off in lieu of payment of overtime, call back, Sunday and holiday work may be taken by an employee. The amount of time off shall be calculated on the basis of the appropriate penalty rate. This alternative to the payment of penalty rates shall only apply by agreement between the employer and the employee concerned.

- (f) Standing By - An employee required by the employer to hold himself or herself in readiness for call back to work shall be paid "stand by" time at ordinary Award rates of pay from the time the employee is required to so hold himself or herself in readiness until released by the employer from the requirement to "stand by".
- (g) Crib Times and Meal Allowances -
  - (i) An employee required to work more than two hours overtime immediately before or immediately after their ordinary hours of work on any day or shift shall be allowed a crib time of twenty minutes, payable at ordinary rates, upon completion of two hours overtime; an employee required to continue to work overtime after their first crib time shall be allowed a further crib time of twenty minutes, payable at overtime rates, at the end of each further four hours of overtime worked, provided that an employee shall not be entitled to any particular crib time prescribed unless *they are* required to continue to work overtime after any such crib time.
  - (ii) An employee required to return to the mill to work overtime shall be allowed a crib time of twenty minutes upon completion of each four hours overtime worked which shall be paid for at overtime rates, provided further an employee shall not be entitled to any particular crib time prescribed unless they are required to continue to work overtime after any such crib time.
  - (iii) An employer and employee may agree to any variation of the above crib time provisions to meet the circumstances of the work in hand which is not less than favourable to the employee and which will not require the employer to pay in excess of twenty minutes at the appropriate rate for the prescribed crib time.
  - (iv) In addition to the crib times allowed in accordance with this sub-clause the employee shall be paid an amount for meal allowance as set out at subclause (q) of Appendix 2 — Special Rates.

### **15. Travelling**

- (a) Employees shall be paid ordinary time when travelling to and from their work when employed away from mill premises to the extent that the time required to go to work and return exceeds the time reasonably taken to go to and from the employee's home to their work at the mill. In the event of an employee being transferred by this employer from one mill to another mill, the employee shall be paid ordinary rates for the time occupied in travelling but not exceeding eight hours on any one day.
- (b) Where an employee works overtime and as a consequence *their* usual ordinary means of transport is not available, the employee shall be reimbursed any additional expenses incurred in reaching home by reasonable alternative means of transport.
- (c) An employee who by agreement with this employer uses *their* own vehicle on the employer's business shall be paid an allowance as set out in subclause (n) of Appendix 2 per kilometre travelled.
- (d) Where an employee is required by their employer to work at a place other than *their* usual place of employment and as a consequence is required to live away from the employee's usual place of residence, the employee shall be reimbursed by *the* employer any reasonable and additional out-of-pocket expenses incurred provided that the proposed mode of transport and accommodation have been previously agreed by the employer.

### **16. Attendance at Certificate of Food Processing Training Course**

- (a) An employee with the consent of the employer may attend training as part of a course to obtain a Certificate of Food Processing. No deduction shall be made from the employee's wages for any time *the* employee is required to attend such course as required by the curriculum. Where an employee's usual place of work and of residence are so situated as to require the *employee* to live away from home whilst attending the course the employee shall be reimbursed by their employer any reasonable additional travel and/or additional accommodation expenses incurred provided that the proposed mode of transport and accommodation have been previously agreed by the employer.

- (b) The scope and terms of this clause will be reviewed as part of the review of training and career paths in the Award.

### 17. Public Holidays

- (a) An employee on weekly hiring shall be entitled to the following holidays and no deduction shall be made from *their* weekly wage for any such days not worked: New Years Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queens Birthday; Union Picnic Day; Eight Hour Day or Labour Day; Christmas Day and Boxing Day.

Provided that for the purposes of this Award:

- (i) when Christmas Day falls on a Saturday or a Sunday, the following Monday shall be observed as Christmas Day.
- (ii) when Boxing Day falls on:
- (a) a Saturday, it shall be observed on the following Monday; or
- (b) a Sunday, it shall be observed on the following Tuesday; or
- (c) a Monday, it shall be observed on the following day, viz.: Tuesday;
- (iii) When New Years Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Years Day; and
- (iv) Where in accordance with paragraph (iii) or paragraph (iv) of this sub-clause the observance of Boxing Day or New Years Day is transferred from the Saturday or Sunday on which it falls by the calendar, the said Saturday or Sunday shall be deemed not be a holiday for the purposes of this clause; but where in accordance with paragraph (i) of this subclause it is Christmas Day which so falls on a Saturday or Sunday and its observance is transferred to the following Monday, the said Saturday or Sunday on which Christmas Day falls by the calendar, shall be deemed to be an award holiday, and any work performed thereon shall be paid for pursuant to sub-clause (b) of clause 12, Hours - Daywork.

Provided that each such holiday shall be of the 24 hours and shall commence on the day of the holiday at 7.00 a.m. or whatever is the normal time of starting the day shift at each mill and shall end at the same time on the following day. Time worked between midnight and such normal starting time on the day of the holiday shall not be paid at holiday penalty rates.

Provided that in an establishment whose night shift workers commence the first night shift of the week on Sunday nights each such holiday during any such week shall be of 24 hours and shall commence at the beginning of the night shift prior to the holiday and shall end at the same time and the following day.

- (b) In localities where Eight Hour Day and/or Picnic Day is/are not observed, a day or days in lieu thereof shall be granted to all employees, such days or days to be mutually arranged between an employer concerned and *their* employees.
- (c) In the case of any employee who, through no fault of their own, is discharged within two weeks before any holiday or holidays and re-engaged within one week after such holiday or holidays, or is discharged within one week before any holiday or holidays and re-engaged within two weeks after such holiday or holidays, such employee shall be entitled to payment for such holiday or holidays.
- (d) Employees shall be entitled to three days' notice at least, if they are to be required to work on any holiday.
- (e) Where an employee is absent from *their* employment on the working day before or the working day after a holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

- (f) Rostered Day Off Falling on Public Holiday - In the case of an employee whose ordinary hours of work are arranged in accordance with subclauses 12 (i), (ii) or (iii) of this Award the weekday to be taken off shall not coincide with a public holiday fixed in accordance with this clause. Provided that, in the event that a public holiday is prescribed after an employee has been given notice of a weekday off in accordance with subclause (d) of clause 12 of this Award and the public holiday falls on such weekday the employer shall allow the employee to take a day off in lieu on an alternative week day.

### 18. Annual Leave

- (i) Employees other than seven-day shift workers, see *Annual Holidays Act 1944*.
- (ii) In addition to the leave provided for by subclause (i) of this clause, seven day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one additional week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven day shift worker the additional leave shall be one day for every 36 ordinary shifts worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.

### 19. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act 1944*, is referred to as "the Act".
- (ii) Before an employee is given and takes *their* annual holiday, or where by agreement between the employer and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay their *employee* a loading determined in accordance with this clause.

NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vi).

- (iii) The loading is payable in addition to the pay period of holiday given and taken and due to the employee under the Act and this Award.
- (iv) The loading is calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this Award, or, where such holiday is given and taken in separate periods, then in relation to each separate period. (NOTE: see subclause (vi) as to holidays taken wholly or partly in advance).
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) at the rate per week of 20% of the appropriate ordinary weekly time rate of pay prescribed by this Award for the classification in which the employee was employed immediately before commencing *their* annual holiday, but shall not include allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this Award.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when they would have become entitled under the Act to such a holiday and is to be calculated in accordance with subclause (v) of this clause applying the Award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or in part in advance.
- (vii) Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purposes of giving an annual holiday or leave without pay to the employees concerned:
- (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (v) of this clause;
- (b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to them under the Act, such proportion of the loading that would have been payable to him under this clause if the employee

had become entitled to an annual holiday prior to the close-down as his qualifying period of employment in completed weeks bears to 52.

(viii)

- (a) Where the employment of an employee is terminated by *their* employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause (iv) for the period not taken.
- (b) Except as provided by paragraph (a) of this subclause, no loading is payable on termination of an employee's employment.

(ix) This clause extends to an employee who is given and taken an annual holiday and who would have worked as a shift worker if the employee not been on holiday; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the time period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

## 20. Sick Leave

Unless otherwise determined by agreement in accordance with clause 38, Workplace Consultation, the following provisions shall apply:

(a) Eligibility for Paid Sick Leave - A weekly employee, having had at least three months' service with the same employer, shall be entitled to paid sick leave when absent from duty as a result of personal illness or accident (other than an accident for which the employee is entitled to workers' compensation) subject to the following conditions:

- (i) Notice of absence - An employee shall inform *their* employer of inability to attend for duty due to personal illness or accident not later than one hour prior to the commencement of the ordinary hours of the first day or shift of his absence. Provided that where an employee gives the employer a satisfactory explanation for his late notification, the employee may notify the employer during the first day or shift of the absence, but not later.
- (ii) Proof of reason for absence - An employee shall prove to the satisfaction of the employer that their non-attendance was due to personal ill health necessitating such absence and was not caused by intemperance.

In the case of single day absences the employer may require an employee to make a statutory declaration verifying the cause of his absence.

(b) Common Sick Leave Year

- (i) Each establishment shall have a Common Sick Leave Year for all its employees.
- (ii) An establishment's Common Sick Leave Year shall be the 12 month period which coincides with its Accounting Period for the purposes of the Income Tax Assessment Act.

(c) Amount of Sick Leave

- (i) After three months service with the same employer an employee shall be entitled to 3.17 hours sick leave for each completed month of service rendered during *their* first year of employment.
- (ii) After 12 months' service with the same employer an employee shall be entitled to 5.06 hours sick leave for each completed month of service from the end of *their* first twelve months of employment until the beginning of the establishment's next Common Sick Leave Year.

- (iii) Each employee not covered by paragraph (i) or (ii) of this subclause shall be entitled to 60.8 hours sick leave at the beginning of an established Common Sick Leave Year.
- (d) Accumulation of Untaken Sick Leave - If an employee has not taken any part of an entitlement to sick leave prescribed by subclause (c) the untaken portion shall, subject to subclause (e), accumulate from year to year.
- (e) Order in Which Sick Leave Shall be Taken - Where an employee is eligible to the payment of sick leave under subclause (a) it shall be granted to the employee from the available sources in the following order:
  - (1) From the current year's sick leave entitlement;
  - (2) From accrued entitlements.

## **21. Personal/Carer's Leave**

- (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), 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 20, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
  - (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 sub-clause 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 too that person; or
      - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
      - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
      - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
        - (1) "relative" means a person related by blood, marriage or affinity;
        - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
        - (3) "household" means a family group living in the same domestic dwelling.

- (d) 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 for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose -
- (a) An employee may elect, with the consent of the employer, 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.
- (3) Annual Leave -
- (a) An employee may elect with the consent of the employer, 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 award.
  - (c) An employee and employer 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) Time Off In Lieu of Payment for Overtime -
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
  - (b) 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.
  - (c) 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.
  - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-Up Time
- (a) An employee 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, during the spread of ordinary hours provided in the award, 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.
- (6) Rostered Days Off -
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
  - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
  - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

## **22. Accident Pay**

- (a) An employer shall pay and a weekly employee shall be entitled to receive accident pay in accordance with this clause.
- (b) "Accident Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to an employee pursuant to the relevant Workers' Compensation Act in the state in which the employee may be employed, and the weekly Award rate to which such employee is entitled in the classification under which the employee is employed at the date of injury; or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said Award rate for that period.
- (c) An employer shall pay *their* employee accident pay where the employee receives an injury for which compensation is payable by or on behalf of the employer pursuant to the provisions of the said Act.
- (d) An employer shall pay, or cause to be paid, accident pay during the incapacity of the employee within the meaning of the said Act until such incapacity ceases or until the expiration of a period of 39 weeks from the date of injury, whichever event shall occur first.
- (e) The termination of the employee's employment for any reason during the period of any incapacity shall in no way effect the liability of the employer to pay accident pay as hereinbefore provided.
- (f) An employee shall not be entitled to any payment under this clause in respect of any period of paid annual leave or long service or for any paid public holiday.
- (g) In the event that an employee receives a lump sum in redemption of weekly payment under the said Act, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.
- (h) Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the said Act, the employee shall be liable to repay *their* employer the amount of accident pay which the employer has paid under this clause, and the employee shall not be entitled to any further accident pay in respect of that injury.
- (i) This clause shall not apply to any injury occurring during the first two weeks of the employment of an employee with any individual employer.

## **23. Bereavement Leave**

- (i) A weekly employee shall be entitled on notice to bereavement leave, up to and including the day of the funeral, without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days' work on each occasion of the death of a person prescribed in subclause (iii) below.
- (ii) The employee shall provide proof of death to the satisfaction of the employer, if required by the employer.
- (iii) Bereavement Leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in subclause (1)(c)(ii) of clause 21 provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.



- (v) An employee shall be entitled to bereavement leave under this clause in the event of the death outside Australia of a person prescribed in sub-clause (iii) above, if the employee goes overseas to attend the funeral.
- (vi) Bereavement leave may be taken in conjunction with other leave available under subclauses 1(a), 2, 3, 4, 5 and 6 of clause 21, Personal/Carer's Leave. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vii) Death Outside Australia - Service Locally - Where any of the relatives nominated in subclause (iii) dies outside Australia and a weekly employee does not travel outside Australia to attend the funeral/service, such employee shall be entitled to leave not exceeding the number of hours worked by the employee on one ordinary day's work for the purpose of attending a local service for the deceased. Evidence of the death and evidence of attendance at the service shall be furnished by the employee to the satisfaction of the employer.

#### **24. Jury Service**

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

An employee shall notify the company as soon as possible of the date upon which *they are* required to attend for jury service. Further, the employee shall give *their* employer proof of *their* attendance, the duration of such attendance and the amount received in respect of such jury service.

#### **25. Safety Precautions**

As a safety precaution in mills, not less than two persons shall be on duty at any one time in the processing and packing of mill products.

#### **26. First-Aid Attendant**

In the mills where an employer has appointed an employee who holds a certificate issued by St. Johns Ambulance or some other similar body as a first-aid attendant, an additional amount as set out in subclause (1) of Appendix 2 for each week in which three days or more have been worked shall be paid to such employee and such amount shall be payable in addition to any amount paid for Annual Leave, Sick Leave and Public Holidays provided that this allowance shall not be subject to any premium or penalty additions. Provided that nothing in this sub-clause shall be taken as meaning that an employer shall be required to make such an appointment.

#### **27. Fire Officer**

An employer may appoint a properly trained employee as a fire officer, and such an employee shall be paid an additional amount per week as set out in subclause (o) of Appendix 2 for each week in which three days or more have been worked and such payment shall be payable in addition to any amount paid for Annual Leave, Sick Leave and Public Holidays provided that this allowance shall not be subject to any premium or penalty additions. Provided that nothing in this sub-clause shall be taken as meaning that an employer shall be required to make such an appointment.

Before an employee can be appointed a fire officer in accordance with this clause *the employee* must be properly qualified for the appointment through the completion of a training programme conducted by local fire fighting authorities. The training required by this clause should include the following matters:

- (i) emergency fire procedures and evacuation action;
- (ii) factors necessary for combustion;

- (iii) classification of fires;
- (iv) causes of fires;
- (v) fire prevention requirements;
- (vi) portable fire equipment - identification, uses and method of operation;
- (vii) fire exit drill;
- (viii) elementary first-aid for fire or smoke inhalation victims.

## **28. Supply of Overalls, Tools, Etc**

- (a) Employees in flour or provender mills shall be supplied by the employer with two pairs of overalls or other acceptable clothing mutually agreed between the employees and employer concerned or at the discretion of the employer shall be paid an allowance per week as set out in subclause (m) of Appendix 2 in lieu; employees whilst at work shall regularly wear the clothing supplied or paid for by the employer; "worn out" overalls supplied by the employer shall be replaced by the employer free of charge to the employee when an employer is satisfied that the overalls are worn out and upon them being returned to the employer. The clothing supplied by the employer shall remain the property of the employer and upon termination of the employment deduction from any payments then due to the employee may be made by the employer or the cost of the clothing not returned in good order and condition, fair wear and tear excepted.
- (b) Where a millwright, fitter or joiner provides and maintains a full kit of all necessary hand tools required for the performance of their work they shall be paid a tool allowance per week as set out in subclause (m) of Appendix 2.
- (c) Suitable shoulder covers shall be supplied to employees engaged in the stacking or loading of mill products. Such shoulder covers shall remain the property of the employer and shall be returned to the employer on demand, provided that if not so returned the employer may deduct the cost of same from any wages due to the employee.
- (d) In provender mills an employee engaged in handling dyes in the manufacture of products shall be issued with a face mask, gloves and protective clothing or apron.
- (e) An employee whose clothes may be stained or otherwise damaged by handling branded bags shall upon request be supplied with a protective apron and shoulder pad by the employer.
- (f) Where an employee is engaged in the handling and use of pesticides within the mill or mill area the employer shall supply, and the employee shall wear, appropriate protective clothing. An employee whilst so engaged shall be paid an allowance per hour in subclause (m) of Appendix 2.

Where an employee is so engaged they shall be entitled, upon request, to an appropriate medical examination at the employer's expense not more than once in every twelve months. A copy of the medical report resulting from the examination shall be made available to both the employer and the employee concerned.

- (g) Not later than six weeks after the commencement of employment an employer shall supply to a weekly employee, upon request, safety footwear free of charge; such footwear shall remain the property of the employer, but it shall be a condition of the employment that the employee shall wear such safety footwear at all times whilst at work. "Worn out" safety footwear shall be replaced by the employer free of charge to the employee when an employer is satisfied that the safety footwear is worn out and upon the footwear being returned to the employer. On termination of the employment the employee shall upon request return the safety footwear issued to *them* in good order and condition, fair wear and tear excepted.

## 29. Payment of Wages

Unless otherwise determined by agreement in accordance with Clause 38, Workplace Consultation, the following provision shall apply:

- (a)
  - (i) Employee Who Actually Works 38 Ordinary Hours Each Week - In the case of an employee whose ordinary hours of work are arranged so that the employee works 38 ordinary hours each week, wages shall be paid weekly according to the actual ordinary hours worked each week.
  - (ii) Employee who Works an Average of 38-Hours Each Week - Subject to subclauses (c) and (d) hereof, in the case of an employee whose ordinary hours of work are arranged so that he/she works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

(b) Absences from Duty -

- (i) An employee who works an average of 38 ordinary hours each week and is absent from duty (other than for public holidays, paid sick leave, bereavement leave or jury service) shall, for each day he/she is so absent, lose average pay for that day calculated by dividing his average weekly wage rate by five.
- (ii) When an employee is absent from duty for a whole day (other than for public holidays, paid sick leave, bereavement leave or jury service) the employee will not accrue a 'credit' because the employee would not have worked ordinary hours that day in excess of seven hours 36 minutes for which the employee would otherwise have been paid. Consequently, during the week of the work cycle in which the employee is to work less than 38 ordinary hours the employee will not be entitled to average pay for that week. In that week, the average pay will not be entitled to average pay for that week. In that week, the average pay will be reduced by the amount of 'credit' the employee does not accrue for each whole day during the week cycle the employee is absent.

The amount by which an employee's average weekly pay will be reduced when the employee is absent from duty (other than on public holidays, paid sick leave, bereavement leave or jury service) is to be calculated as follows:-

$$\frac{\text{Total of "credits" not accrued during cycle X average weekly pay}}{38}$$

- (c) Wages shall be paid at each establishment on either a weekly, fortnightly or four weekly basis and on the weekday in that period as agreed between the employer and the majority of employees.
- (d) Day Off Coinciding With Pay Day - In the event that an employee, by virtue of the arrangement of their ordinary working hours, is to take a day off on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day.
- (e) An employee kept waiting for wages paid in cash on pay day for more than 15 minutes after the usual time for ceasing work shall be paid at overtime rates after that 15 minutes for the time spent waiting.
- (f) Termination of Employment - Upon termination of the employment wages due to an employee shall be paid at the end of the final shift.

In the case of an employee who is paid average pay and who has not taken a rostered day off due to the employee during the work cycle in which the employment is terminated, the wages due to that employee shall include the total of credits accrued during the work cycle. Where the employee has taken a day off during the work cycle in which the employment is terminated, the wages due to that employee shall be reduced by the total of credits which have not accrued during the work cycle.

(g) Method of Payment

- (i) Subject to paragraph (ii), an employer shall pay an employee's wages in cash.
- (ii) Payment of cheque or electronic transfer

Where an employer and employee agree, the employee may be paid wages by cheque or direct transfer into an employee's bank (or other recognised financial institution) account. Where the majority of employees at an establishment are paid by one of these alternative methods, the employer is entitled to pay all employees in a like manner.

At an establishment where one of these alternative methods of payment of wages has been introduced new employees will be advised that payment of wages by cheque or by direct transfer will apply from the commencement of employment and an authority to do so will be obtained from the employee at the time of commencing employment.

### **30. Time and Wages Book**

Each employer shall keep a time and wages book containing the name of each employee and their occupation, the hours worked each day and wages and allowances paid each week.

The time and wages book shall be open for inspection by a duly-accredited official of the Union during office hours between 9.00 a.m. and 5.00 p.m. Monday to Friday inclusive.

### **31. Amenities and Safety**

- (i) Boiling Water - Employers shall provide boiling water for employees at meal times.
- (ii) Drinking Water - Employers shall provide for the use of employees a sufficient supply of wholesome, cool drinking water from bubble taps or other suitable drinking fountains.
- (iii) First-aid Outfit - In each mill the employer shall provide and continuously maintain at a place reasonably accessible to all employees an efficient First-aid outfit.
- (iv) Lockers - The employer shall at some reasonably convenient place on their premises provide a suitable locker for each employee.
- (v) Showers - Employers shall provide hot and cold showers.
- (vi) Washing and Sanitary Conveniences - Employers shall provide proper and sufficient washing and sanitary conveniences.
- (vii) Dining Room Accommodation - Employers shall provide suitable dining room accommodation which shall be equipped with a food-heating appliance and a refrigerator.

### **32. Notice Boards**

The employer shall make facilities available in a prominent position in their establishment upon which representatives of the Union shall be allowed to post notices. Any notice so posted shall be signed by the Secretary or the President of the State Branch of the Union provided, that any such notice does not direct, suggest or incite any breach of this Award or of the *Industrial Relations Act 1996*, or any disobedience to or disrespect of the lawful authority of the employer.

### **33. Existing Conditions**

This Award is based on existing customs and conditions in the industry not altered by the provisions of this Award.

### **34. Copy of Award, Etc**

At each flour and provender mill the employer shall supply to the union's shop steward, or nominee of the Union, a copy of this Award and all subsequent variations thereto, for perusal, on request by a member of the union, during a non-working period at the mill. Such Award and all variations thereto shall remain the property of the employer and without the approval of the employer shall not be removed from the mill precincts. Upon request to the shop steward, or nominee of the Union, to whom the Award and all subsequent variations thereto, have been supplied, shall be handed over to any other person nominated in *their* place by the Union. For the purpose of this clause the words "the Award and all subsequent variations thereto" shall also be included to mean a privately printed copy of the Award with replacement pages thereof approved by the Union.

An employee, upon request to the employer, shall be supplied, not more than once in each year of service, with a statement as to their accrued untaken sick leave, annual leave or long service leave entitlements as to a particular date determined by the employer in the current year of service of the employee.

### **35. Aged Or Infirm Workers**

Refer to Section 125 of the *Industrial Relations Act* 1996.

### **36. Redundancy**

(i) Application -

- (a) This clause shall apply in respect of full-time and part-time employees.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Introduction of Change -

- (a) Employer's Duty to Notify
  - (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
  - (2) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

(b) Employer's Duty to Discuss Change

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

(iii) Redundancy -

(a) Discussions Before Terminations -

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

(iv) Termination of Employment -

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

- (1) In order to terminate the employment of an employee the employer shall give to the employee the following notice:
  - (i) Where the employee is below the age of 45 years at the time on which such notice is given - one week for each completed year of employment; or
  - (ii) Where an employee is 45 years of age or more at the date on which such notice is given - one week for each completed eight months of employment.

Provided that in each case the period of notice required to be given to an employee under this clause, or payment in lieu thereof, shall not exceed 14 weeks. Provided further that an employee to whom such notice has been given may, by giving at least one week's notice to the employer, or forfeiting one week's wage in lieu thereof, terminate their own employment during the above period of notice; such employee shall not thereby forfeit his entitlement to payments prescribed by subclause (c) of this clause, but no payment shall otherwise be made for the period of notice subsequently not served by the employee.

- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (b) Notice for Technological Change - This sub-clause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause (ii)(a)(1) above:
- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
  - (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
  - (3) The period of notice required by this sub-clause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
- (c) Time Off During the Notice Period -
- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
  - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) Employee Leaving During the Notice Period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) Statement of Employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (f) Notice to Centrelink - Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Department of Social Security Employment Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.

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

(v) Severance Pay -

(a) Where an employee is to be terminated pursuant to subclause (iv) above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

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

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

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

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

(3) "Weeks Pay" means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances provided for in the relevant award.

(b) Incapacity to Pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above.

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

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

(vi) Savings clause - Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.



### **37. Long Service Leave**

See *Long Service Leave Act 1955*.

### **38. Workplace Consultation**

The development of effective participative/consultative practices is important in the process of Award Restructuring and can lead to advantages for both employers and employees. It is therefore recommended that participative/consultative mechanisms at the enterprise level be implemented.

- (i) Consultative Mechanisms/Practices shall be implemented within each enterprise where agreement exists between employers and employees.
- (ii) The form, structure and method of implementing Consultative Mechanisms/Practices shall be determined at the enterprise level through negotiation between the employer, employees and, where either party deems it appropriate, the Union. The Union shall where involved be represented in the consultative process by shop stewards.
- (iii) The Union agrees that at enterprises where Consultative Mechanisms/Practices are in place the parties may, by agreement, vary the application of designated Award conditions referred to in this Award. The Union shall be party to the ratification of any agreement but shall not unreasonably withhold such agreement where the employees genuinely agree.
- (iv) Where an enterprise does not have in place agreed consultative Mechanisms/Practices current Award provisions will apply unless otherwise varied in accordance with the Award Modernisation provisions of clause 6, Undertakings.
- (v) The Union reserves the right to advise its members as it deems appropriate on Award issue under discussion.

The process of consultative practices is a mechanism through which employees can be involved in and positively contribute towards management's decision making process. All decisions are encouraged to be reached through Consultative Mechanism/Practices however, managerial prerogative is acknowledged.

In circumstances where agreement cannot be reached, parties can exercise their rights pursuant to the Disputes Procedure.

### **39. Enterprise Arrangements**

See the enterprise arrangements principle of the State Wage Case Fixing Principles.

### **40. Anti-Discrimination**

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (4) Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal Jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES:

- (a) Employers and employees may also be subject to Commonwealth Anti-Discrimination Legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:  
  
"Nothing in the Act affects ..... any other Act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

#### **41. Superannuation**

- (a) Definitions -
  - (i) "Fund". In this clause all reference to "Fund" shall mean the Milling and Associated Industries Superannuation Fund (the MAIS Fund) at sites providing Occupational Superannuation prior to 1 July 1991; or, the Labour Union Co-operative Retirement Fund (LUCRF) at sites introducing Occupational Superannuation on or after 1 July 1991.
  - (ii) "Ordinary Time Earnings". In this clause the term "Ordinary Time Earnings" shall mean the Award classification rate including supplementary payments where relevant, over-award payments and shiftwork loadings.
  - (iii) "Approved Superannuation Scheme". For the purpose of this clause, "Approved Superannuation Scheme", means a scheme approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.
- (b) Employer Contributions -
  - (i) In addition to other payments provided for under this Award, the employer shall make a superannuation contribution to the Fund on behalf of eligible employees, of an amount equivalent to 3% of the employee's ordinary time earnings.
  - (ii) Payment shall be made on a monthly basis and cover pay periods completed in that time.
  - (iii) The majority of employees in an establishment will determine the appropriate fund for that establishment prior to 1 July 1991 after which time the LUCRF shall be the only fund.
- (c) Eligibility -
  - (i) Employers shall only be required to make contributions in accordance with this clause in respect of employees who have been employed by the employer continuously for a period of three months.

- (ii) Contributions for casual employees will be made at the end of each calendar month, calculated at 3% of all earnings during the month. Provided that if a casual employee's hours are less than 12.5 hours in any week, the employer shall not be required to make any contribution.
  - (iii) Employees who become eligible to join the Fund shall, in addition to contributions under sub-clause (b) hereof be entitled to a once only contribution by the employer to the Fund, in respect of the qualifying period. Such contributions shall be equivalent to contributions under sub-clause (b) hereof.
- (d) Employer's Contribution During Leave Without Pay - Where any employee is absent on leave without pay, whether or not such leave is approved, no contribution from the employer shall be due in respect of that employee during and in respect of the period of unpaid absence.
- (e) Employee Contributions -
  - (i) Employees who wish to make contributions to the Fund additional to those being paid by the employer, pursuant to subclause (b) hereof shall be entitled to authorised the employer to pay into the Fund from the employee's wages amounts specified by the employee.
  - (ii) Employee contributions to the fund requested under this sub-clause shall be made in accordance with the rules of the Fund.
- (f) Cessation of Contributions - The obligation of the employer to contribute to the Fund in respect of an employee shall cease on the last day of such employee's employment with the employer.
- (g) Employee's Failure To Participate In Fund - Where an employee has failed to make application to participate in the Fund, the employer shall make application to participate in the Fund and upon acceptance by the Trustees shall make a once only contribution to the Fund in respect of each eligible employee equivalent to the contributions which would have been payable under this clause, had the employee made application to participate in the Fund and had been accepted by the Trustees prior to 1 July 1991.
- (h) Fund Membership -
  - (i) An employer shall, within fourteen days of an employee becoming eligible for contributions as described in subclause (c) hereof, inform each eligible employee of the availability of superannuation entitlements, and offer such employee the opportunity to join the Fund.
  - (ii) Such offer shall be made in writing by the employer, and shall, if not accepted, be rejected in writing by the employee. Contributions by the employer shall only begin from the date when the employee applied to join the Fund.
  - (iii) Where an employee after being made aware of the superannuation entitlement by the employer refuses to become a member of the Fund the employer shall not make application in accordance with subclause (c) hereof.
- (i) Exclusions
  - (i) Any employer making a 3% contribution (or more) to an approved superannuation scheme for employees under this Award prior to 1 August 1991 is automatically excluded from the provisions in this clause.
  - (ii) Other than as provided in paragraph (i) hereof, no respondent shall be excluded from the operation of this clause on the basis of existing voluntary superannuation arrangements.
- (j) Standards of Proof - Where doubt exists as to whether contributions were made in accordance with sub-clause (i) prior to 1 August 1991 the provisions of the Statutory Declaration by the employer shall be deemed as prima facie evidence of the date of operation of the contributions.

- (k) Exemption - An individual employer, other than an employer covered by sub-clause (i), may make application to the Industrial Relations Commission of New South Wales for exemption from the requirement to pay contributions to the Fund pursuant to this clause.

The Commission may grant such an exemption having regard to the following procedures and circumstances:

- (i) Provided that leave is reserved to any employer to apply for exemption from this clause on the grounds of the standards of existing arrangements provided by the employer as at 1 July 1991 or the employer's financial capacity to pay.
- (ii) It is further provided that in circumstances where the union is concerned about a fund established on or after the commencement date of this clause, it may challenge the suitability of that fund within six months of the date of operation of this clause before the Commission. In the event of dispute between the parties in the application of this exemption clause, the matter shall be referred to the Commission for resolution. During the period required to obtain such a resolution, work shall continue as normal.

(NOTATION: Employees covered by this award are also covered by the provisions of the *Superannuation Guarantee Charge Act 1992* (Cth.) and the *Superannuation Guarantee (Administration) Act 1992* (Cth.) and complimentary legislation. Nothing in this notation, however, shall be used to reduce any benefits enjoyed by employees as at the date of making this award.)

#### 42. Area, Incidence and Duration

- (a) This Award shall apply to all persons engaged or employed (in the manufacture from linseed cake, linseed meal or other substances of food or licks for cattle, dogs, poultry, and other animals and/or in the crushing, grinding, preparing or handling of such food or licks in the State excluding the County of Yancowinna) within the jurisdiction of the Animal Feed Manufacturing (State) Industrial Committee.
- (b) This award is made following a review under Section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Animal Food Makers, &c. (State) Award published 12 November 1999 (312 I.G. 29) and all variations thereof.
- (c) The award published 12 November 1999 took effect from the beginning of the first pay period to commence on or after 27 April 1998 and the variations incorporated therein on the dates set out in the attached Schedule A.
- (d) The changes made to the Award pursuant to the Award Review pursuant to Section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 I.G. 307) are set out in the attached Schedule B and take effect on 13 February 2001.
- (e) This Award remains in force until varied or rescinded, the period for which it was made being already expired.

### SCHEDULE A

#### AWARDS AND VARIATIONS INCORPORATED

Clause	Award/Variation Serial No.	Date of Publication	Date of taking Effect	Industrial Gazette	
				Vol.	Page
Award	B6531	12 November 1999	First Pay Period From: 27 April 1998	312	29
4, Appendix 1, Appendix 2	B6882	25 June 1999	First Pay Period From: 2 October 1998	309	943

4, Appendix 1, Appendix 2	B8533	20 April 2000	First Pay Period From: 2 October 1999	315	11
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ANIMAL FOOD MAKERS &c. (STATE) AWARD

ANIMAL FEED MANUFACTURE (STATE)

INDUSTRIAL COMMITTEE

INDUSTRIES AND CALLINGS

All persons employed in the manufacture of feeds and licks for animals and/or in the crushing, grinding, preparation and/or handling thereof in the State, excluding the County of Yancowinna;

*excepting -*

Engine drivers, firemen, greasers, trimmers, cleaners and pumpers engaged in and about the driving of engines;  
*and excepting also -*

employees within the jurisdiction of the following Industrial Committees:

Domestic Pet Feed Manufacture (State);  
Starch and condiment Makers, &c. (State).

**PART B**

**Adult Weekly Rates (Clause 5)**

A.

1. Feed Miller In Charge Of Shift

**Table 1**

Feed Miller in Charge of Shift	Former Award Wage Rate Per Week \$ 2 October 1999	Minimum Award Wage Rate Per Week \$ 2 October 2000
1. Not exceeding 2 tonnes of provender per hour	432.60	447.60
2. Exceeding 2 tonnes but not exceeding 6 tonnes of provender per hour	439.10	454.10
3. Exceeding 6 tonnes but not exceeding 12 tonnes of provender per hour	445.90	460.90
4. Exceeding 12 tonnes but not exceeding 18 tonnes of provender per hour	452.50	467.50
5. Exceeding 18 tonnes but not exceeding 28 tonnes of provender per hour	460.50	475.50
6. Exceeding 28 tonnes but not exceeding 40 tonnes of provender per hour	468.50	483.50
7. Exceeding 40 tonnes but not exceeding 60 tonnes of provender per hour	477.00	492.00
8. Exceeding 60 tonnes of provender per hour	486.00	501.00

2. Foreman Feed Miller - Shall be paid not less than \$27.40 per week above the relevant rate prescribed by classification 1 hereof.

3. Feed Mill Operative

**Table 2**

Feed Mill Operative	Former Award Wage Rate (Per Week) \$ 2 October 1999	Minimum Award Wage Rate (Per Week) \$ 2 October 2000
Grade 5	408.40	423.40
Grade 4	414.20	429.20
Grade 3	420.90	435.90
Grade 2	427.60	442.60
Grade 1	434.10	449.10
Premix Blender	420.90	435.90

B. General

**Table 3**

General	Former Award Wage Rate (Per Week) June 1999 SWC \$ 2 October 1999	Minimum Award Wage Rate (Per Week) May 2000 SWC \$ 2 October 2000
1. Millwright	449.00	464.00
2. General Repairer not Millwright	418.90	433.90
3. Head Millwright	466.60	481.60
4. Binsman	414.20	429.20
5. Grain Sampler	401.10	416.10
6. Head Storeperson	425.00	440.00
7. Storeperson/Storehand/Siloperson	395.40	410.40
8. Packerman/Packer/Stacker	403.30	418.30
9. Head Siloperson/Head Intake	410.00	425.00
10. Head Millhand	410.00	425.00
11. Millhand	386.00	401.00
12. (i) Driver of engines, whether the motive be steam or any other motive power other than manual power: (a) With condenser (b) Without condenser  (ii) Driver of suction gas or other internal combustion engines: (a) If 50 b.h.p. or over (b) If under 50 b.h.p.  (iii) Driver of engines attending electric generator or dynamo other than a dynamo for merely lighting the works shall receive an additional \$12.43 per week	425.60 415.60  415.60 406.60	440.60 430.60  430.60 421.60
13. Fireman/Boiler Attendant	394.20	409.20
14. Forklift Truck Driver and/or Tractor Driver	406.60	421.60
15. Laboratory Assistant	417.30	432.30
16. All other Adult Employees	375.20	400.40

**Table 4 - Other Rates and Allowance**

Item No	Clause No	Allowance	Amount 3 October 2004 \$
1	9(a)	Dusty Conditions	1.91 per day
2	9(b)	Unusually and Excessively Dirty or Dusty conditions	0.14 per hour
3	9(c)(i)	Engaged in discharging bulk grain	0.82 per hour
4	9(c)(ii)	Working adjacent to employee discharging bulk grain	0.48 per hour
5	9(d)	Carrying Bagged Products	0.31 per hour
6	9(e)	Bag Cleaning	3.27 per hour
7	9(f)	Containers - Stacking Mill Products	0.52 per hour
8	9(g)	Boiler Attendant Certificate	8.17 per week
9	9(h)	Boiler Cleaner	1.27 per week
10	9(i)	Silo and Bin Cleaner	0.86 per week
11	10(j)	Meal Allowance	6.40
12	13(c)(i)	Afternoon Shift	19.16 per hour
13	13(c)(ii)	Rotating Night Shifts	23.89 per shift
14	13(c)(iii)	Change of Shift	16.35 per shift
15	13(h)	Meal Hours	2.01
16	14(g)(iv)	Meal Allowance	6.40 per meal
17	15(c)	Travelling Allowance	0.16 per kilometre
18	26	First-Aid Attendant	8.17 per week
19	27	Fire Officer	7.46 per week
20	28(a)	Clothing Allowance	2.20 per week
21	28(b)	Tool Allowance	8.74 per week
22	28(f)	Handling and Use of Pesticides	0.40 per hour

## **APPENDIX 4**

### **DISCIPLINARY PROCEDURE**

Where it is agreed at a site that a disciplinary procedure should be adopted, it shall be introduced on the following basis (unless a contrary agreement already in existence is preferred by the parties) -

#### **OUTLINE FOR A DISCIPLINARY PROCEDURE - RELATING TO POOR WORK PERFORMANCE OR UNSATISFACTORY CONDUCT**

Without limiting the scope of application of this procedure "poor work performance or unsatisfactory conduct" could include the following -

- unacceptable work quality;
- unsafe work practices;
- wilfully failing to abide by reasonable and lawful directions;
- excessive absenteeism.

Where it is alleged an employee's work performance or conduct is of a poor or unsatisfactory standard the following procedure may be adopted -

- (1) Interview Process: An interview of the employee should be conducted by the employer or the employer's representative. It is appropriate for another member of management to be present as well as the Shop Steward or his/her representative (if the employee is a member of the Union) or other nominated or responsible employee acceptable to the employee being disciplined. At the time of the interview the employee should be informed of the nature of the problem and be given the opportunity to explain his/her actions.

If the problem is not work related, efforts should be made to provide appropriate professional counselling or other outside assistance, where available.

If the problem is work related, it is suggested that certain details of the interview should be recorded, such as -

1. Nature of alleged poor work performance or unsatisfactory conduct and the specific details.
2. Date/s of alleged poor work performance or unsatisfactory conduct.
3. Date and time of the interview.
4. Signature of the parties present at the interview.

A copy of this record should be supplied to the employee concerned.

- (2) Discipline: If the warning resulting from the initial interview is unsuccessful, a further interview similarly constituted should then take place.

At that time management should produce further evidence of the continued poor work performance or unsatisfactory conduct and the employee should be given the opportunity to explain his/her continued poor work performance or unsatisfactory conduct.

If the explanation is deemed unsatisfactory, management may take disciplinary steps in relation to the employee.

Such disciplinary action may result in dismissal; however, in some circumstances it would be appropriate that a further warning be given.

However, in some less serious situations appropriate disciplinary measures may include -

- relocation in the workplace;
- reclassification to a lower grade of work;
- restriction of privileges;
- admonishments recorded on the employee's personal file.

These forms of disciplinary measures may be either permanent or of a temporary nature, in which case previous entitlements may then be restored provided the employee's work performance or conduct has improved in the intervening period.

The employee may nonetheless be dismissed in any of these alternative disciplinary measures are found not to be a satisfactory solution.

- (3) Dismissal -

- (a) Dismissal Following Disciplinary Procedure - The employee should be notified in writing of impending dismissal and the reasons for same. The Shop Steward (or their representative) should be notified as soon as practicable if this course of action is to be taken.
- (b) Instant Dismissal - The above procedure dealing with poor work performance or unsatisfactory conduct are not intended to interfere with the operation of Clause 3, Conditions of Employment, which recognises the right of the employer to dismiss any employee without notice for serious and wilful misconduct that justifies instant dismissal.



In such circumstances the following procedure should be followed -

- (i) An investigation should be conducted to establish the facts.
- (ii) The employee shall be interviewed in the presence of another member of management and be informed of the alleged misconduct.
- (iii) The employee shall be given the opportunity to explain or refute the alleged misconduct.

I. TABBAA, Commissioner.

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