

# ENTERPRISE AGREEMENT

NO. EA 98/233  
.....

DATE REGISTERED 5-8-98  
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PRICE \$ 58  
.....

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA98/233**

**TITLE: Bush's Pet Foods Pty Ltd Ingleburn Non- Production Enterprise Agreement 1998**

**I.R.C. NO: 98/3638**

**DATE APPROVED/COMMENCEMENT:** Approved 5 August 1998 and commenced 25 March 1998.

**TERM:** Expires 25 March 2000

**NEW AGREEMENT OR VARIATION:** New. Replaces EA 96/118.

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 29**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Employees engaged in or in connection with the maintenance, transport and distribution of Pet Food Products at 12 Williamson Road, Ingleburn 2565

**PARTIES:** Bush's Pet Foods Pty Ltd -&- William Burns, Robert Campbell, Christopher Conway, Terry Duffy, Wayne Edsall, Darren Field, Kevin Hodgson, Chin Yi Hsu, Patrick Kershaw, Donald Keith Maloney, John Micallef, Vincenzo Naccarella, Van Vuong Nguyen, Brad Pickering, Bradley Potter, Shane Ragozat, Bruno Raschele, Troy Shorter, Phuong Tran





BUSH'S PET FOODS PTY.LTD. INGLEBURN  
(ACN 003 267 084)

NON - PRODUCTION

ENTERPRISE AGREEMENT 1998



**BUSH'S PET FOODS PTY LTD, INGLEBURN - NON - PRODUCTION**  
**- ENTERPRISE AGREEMENT 1998**

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2. **TITLE**

This Agreement shall be known as the **Bush's Pet Foods Pty Ltd - Ingleburn - Non - Production - Enterprise Agreement 1998.**

**UNION ENTERPRISE AGREEMENT**

3. **AREA INCIDENCE AND DURATION**

- a) This Agreement shall apply to all employees who are employed by Bush's Pet Foods Pty Ltd, at its site, located at 12 Williamson Road, Ingleburn in the State of NSW who are engaged in or in connection with the maintenance, transport and distribution of Pet Food products.
- b) By arrangement between the parties the Agreement shall take effect from the 25 March 1998 and remain in force until 25 March 2000.

4. **PARTIES BOUND**

a) The parties to this agreement are:

- i) Bush's Pet Foods Pty Ltd (**the Company**); and
- ii) All employees of the Company at Ingleburn employed in the trades and occupations as set out in Schedule 2 - Wage Rates and Classifications.

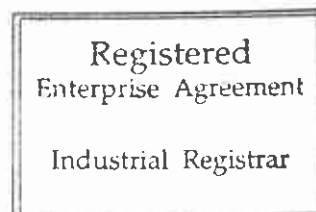
5. **RELATIONSHIP BETWEEN THIS AGREEMENT AND AWARDS AND PREVIOUS AGREEMENTS.**

The provisions of this Agreement shall be in substitution for and shall replace and exclude the operation of the Bush's Pet Foods Pty Ltd - Ingleburn (Non-Production) - Enterprise Agreement 1995 and the Metal and Engineering Industry (New South Wales) Interim Consolidated Award, the Transport Industry - Mixed Enterprises Interim (State) Consolidated Award, and the Storeman and Packers General (State) Consolidated Award and any award which replaces any of the said awards during the life of the agreement.

6. **AIMS AND OBJECTIVES OF AGREEMENT**

The Agreement is entered into between the parties so as to achieve the following agreed aims and objectives:-

- a) To improve the efficiency and productivity performance levels at the site through a process of continuous improvement with the aim of increased profitability for the Company. "Continuous improvement" will be achieved through the process of Workplace Consultation in accordance with Clause 6 of this Agreement.
- b) To promote good industrial relations within the company and to maintain Industrial stability during the life of the Agreement.
- c) To establish a comprehensive set of terms and conditions of employment to apply to all employees covered by this Agreement and thereby exclude the operation of any industrial award. This will result in the establishment of a "common code of employment" for all employees involved.



- d) Prescribe an interim set of classifications based on existing award structures to cover all classes of employees covered by the terms and conditions of this Agreement.
- e) Establish a new competency-based classification structure reflecting National Training Board accredited Competency Standards for the Food Processing Industry. This new classification structure will be developed during the life of the Agreement and will replace the interim classifications.

Undertake all work in a flexible way thereby removing restrictive work practices and demarcation of labour subject to the limitations imposed by an individual's level of skill and competence.

- g) To recognise multi-skilling and cross-skilling of labour as essential to the company's success and for employees to participate in the acquiring of such skills as requested.
- h) To recognise that promotion to higher classification levels will be on the basis of employees attaining a prescribed higher skill standard through training and education and the application of these standards in the workplace.
- i) That employees accept and recognise the need for rigorous quality control in every activity performed and constantly seek to achieve improvements in this area as well as safety, work organisation and any other area which will add to improve the effectiveness of the company's operations.

**6. WORKPLACE CONSULTATION - ENTERPRISE CONSULTATIVE COMMITTEE (ECC)**

The means by which the parties will achieve the agreed Aims and Objectives of the Agreement will be through the process of Workplace Consultation.

The parties are committed to the establishment of an Enterprise Consultative Committee (ECC) at the site. The structure, membership and constitution will be reviewed by the parties to ensure that it is best designed to achieve these aims and objectives.

The ECC shall be responsible for ongoing consultation at the site and the identification of issues requiring consideration and will reach agreement on and will be responsible for the co-ordination and implementation of agreed arrangements.

Resources will be made available to ensure that members of the ECC are properly trained in the skills required for effective workplace consultation.

The ECC will have adequate time and facilities to carry out its objectives.

Issues on which agreement is reached by the ECC will be introduced at the site within the scope of this Agreement in accordance with provisions of Clause 7, Implementation of Enterprise Flexibility.

The consultative process is a mechanism through which all employees may become involved in, and positively contribute towards the management decision making process. However, managerial prerogative is acknowledged. Where agreement cannot be reached by the ECC on an issue, the matter shall be processed in accordance with Step 4 and onwards of the grievance and disputes procedure established by Clause 32 of this Agreement.



**10. FLEXIBILITY OF WORK**

Flexible application of the terms and conditions of employment will be a key feature of the Agreement.

- a) Employees are to perform a wider range of duties including work which is incidental or peripheral to their main task or functions.
- b) Employees shall perform such work as is reasonable and lawfully required of them by the Company including accepting instruction from authorised personnel.
- c) Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned, however these must be within the scope of skills that the employee has.
- d) Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times.

**11. WAGE RATES AND CLASSIFICATIONS**

- (a) Set out in Schedule 2 of the Agreement (attached) are the wage rates and classifications that apply to employees under the Agreement immediately prior to the commencement of the Agreement.
- (b) The company and employees engaged in the Maintenance section of the company agree that within the first three months of the agreement being signed by both parties that a review of existing paid rates will be completed. This review will take the form of a salary survey and without commitment to increase salaries will be aimed to identify what existing paid rates are paid to selected other companies. This survey will be performed in partnership with Maintenance representatives and their management.
- (c) For the purpose of this agreement a tool allowance is deemed to be incorporated into the wage rate set out in Schedule 2 of the agreement for employees engaged in the Maintenance section of the company. This tool allowance shall be adjusted in line with increases set out in clause 12 (b) of this agreement.



**12. WAGE INCREASES**

- (a) (i) Adults - The minimum rates of pay for a full-time employee shall be as set out in (Schedule 2) of this Agreement.
- (ii) Junior - A junior employee shall be paid according to age under the appropriate classification the employee is so employed.

Percentage  
per week

At 15 years of age.....	50
At 16 years of age.....	55
At 17 years of age.....	60
At 18 years of age.....	80
At 19 years of age.....	Adult Rate

- (b) The wage increases prescribed by this clause shall be applied to an employees ordinary pay rate. "Ordinary pay" shall mean an employee's ordinary time rate of pay which is the sum of an employee's relevant award rate plus individual overaward payments in respect of the employee's ordinary hours of work in a week plus any previous enterprise agreement increases.
- (i) An increase of 4% in ordinary pay from the first pay period to commence on or after 26 February 1998
- (ii) A further increase of 4% in ordinary pay from the first pay period to commence on or after 26 February 1999.

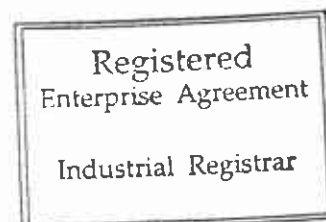
**13. CONTRACT OF EMPLOYMENT**

- (a) An employee may be engaged -
- (i) as a weekly employee; or
- (ii) as a part-time employee; or
- (iii) as a casual employee.

Employees shall be informed by the Company when first engaged of the nature of his/her engagement.

- (b) A new employee will be employed for a probationary period of 3 (three) months and may be terminated at any time during this period by either party giving two day's notice. Provided that if the appropriate notice is not given during this period the payment or forfeiture of two days wages, depending upon when termination is effected, will be applied.

This subclause shall not apply to a casual employee.





- (c) A weekly employee shall be employed by the week and except in the case of misconduct justifying summary dismissal, the employment shall be terminated by either party giving notice, in accord with the following formula:
- (i) In the case of less than 1 year's service - 1 week notice.
  - (ii) More than 1 year but not more than 3 year's service - 2 weeks notice.
  - (iii) More than 3 years but not more than 5 year's service - 3 weeks notice.
  - (iv) More than 5 year's service - 4 weeks notice.
- (d) Where a terminating employee is above the age of 45 years and has at least two years continuous service a further 1 week notice is required.
- (e) Payment in lieu of the notice prescribed in paragraph (c) and/or (d) hereof 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.
- (f)
- (i) A part time employee means an employee who is a weekly employee engaged for a minimum of 18 hours per week on not less than 3 days per week. The hourly rate shall be the weekly rate divided by 38.
  - (ii) The rostered times of work cannot be altered by the Company unless 48 hours notice is given, or unless there is mutual consent by the Company and the employee(s) to such lesser period applying.
  - (iii) The provisions of this Agreement with respect to annual leave, annual leave loading, sick leave, jury service, bereavement leave, maternity leave and holidays shall apply to part-time employees on a proportionate basis.
  - (iv) Notwithstanding the provisions of this clause, the parties to the Agreement may agree in writing, to observe other conditions in order to meet special cases.

**g) Casual Employees**

Casual employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by thirty-eight plus 15 per cent with a minimum payment of four hours' work at the appropriate rate.

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#### 14. HOURS

##### 1) Weekly Full-time Employees -

- (a) The ordinary hours of work for full-time workers, exclusive of meal breaks shall not exceed an average of thirty eight per week.
- (b)(i)a) Ordinary hours shall be worked between 5.00 a.m. and 7.00 p.m. Monday to Sunday, in one of the following methods:
  - b) 38 hours within a work cycle not exceeding 7 days;or
  - c) 76 hours within a work cycle not exceeding 14 days;or
  - d) 114 hours within a work cycle not exceeding 21 days;or
  - e) 152 hours within a work cycle not exceeding 28 days;or
  - f) Such other methods as may be agreed between the Company and the employee(s) affected.
- (ii) Provided that once the ordinary hours are fixed they may be altered by mutual agreement between the Company and employees in the plant or section or sections concerned.
- (iii) The ordinary hours may vary from employee to employee and from section to section within the enterprise, by agreement between the Company and the employee(s).
- (iv) (a) Ordinary hours Saturday - Ordinary hours worked on a Saturday shall be paid at a premium of an additional 50 percent to the ordinary rate of pay.
- (b) Ordinary hours Sunday - Ordinary hours worked on a Sunday shall be paid at the premium of an additional 75 percent to the ordinary rate of pay.

##### 2) Part Time Weekly Employees -

- a) As defined in Cl.13 (f)(i) of this agreement.



- iv) In the calculation of overtime each day shall stand alone and overtime rates shall be paid for once only.
- a) Time worked outside the fixed hours for that day, by an employee arriving late, is to be considered ordinary time until the employee has worked the normal number of rostered hours for that day.
  - b) Subject to genuine agreement between the Company and the employee, payment for overtime may be converted to time off in lieu. The calculation formula for time in lieu shall be the same as the monetary calculation for overtime as per subclause (i) of this clause.

## 18. SUPERANNUATION

See the Superannuation Guarantee Charge Act.

## 19. PUBLIC HOLIDAYS

- i) The days upon which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day are observed and one (1) additional day, to be taken at a time as agreed by the parties together with all proclaimed public holidays for the State shall be recognised as holidays. Provided that by agreement between the Company and employee(s) the above holidays may be substituted for another day off.

In the week in which a holiday falls a weekly employee shall be paid without deduction; provided that payment need not be made for the holiday where the employee is absent without leave or without a satisfactory reason on the working day immediately preceding the holiday or the working day immediately following the holiday.

- ii) Where such holidays fall on consecutive days an employee who works on either the working day preceding or the working day succeeding such holiday, but not on both, shall be entitled to payment for the holiday closest to the said day on which he/she worked.
- iii) Work on Holidays - All time worked on a public holiday shall be paid for at the rate of double time and one-half.
- iv) 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 shall at his/her discretion be paid for that day at ordinary pay or have that day added to his/her annual leave entitlement. This provision shall not apply when the holiday on which the employee is rostered off falls on a Saturday or Sunday.

## 20. ANNUAL LEAVE

See the Annual Holidays Act

## 21. ANNUAL LEAVE LOADING

- i) Annual Leave loading is payable at the rate of 17.5 per cent of the appropriate ordinary weekly time rate of pay for the classification in which the employee was employed immediately before commencing his annual holiday. But shall not include any allowances, penalty rates, shift allowances, overtime rates or any other payments prescribed by this agreement.



**22. SICK LEAVE**

A weekly employee who, after not less than three months' continuous service in his current employment with the Company, is unable to attend for duty during his ordinary working hours by reason of personal illness or personal incapacity (excluding illness or incapacity) resulting from injury within the Worker's Compensation Act, received in the said employment not due to his/her own serious and wilful misconduct shall be entitled to be paid for such non-attendance the amount of his/her ordinary-time rate of pay, subject to the following:

i) The employee shall, within 2 hours prior to the commencement of such absence, inform the Company of his/her inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of the same.

ii) In any period of employment, the employees entitlement to sick pay shall be in accordance with the following schedule:

In respect of:	Duration
1st year of service.....	5 days
2nd year of service and thereafter.....	10 days

Any period of paid sick leave allowed by the Company to the employee in any such year shall be deducted from the period of leave which may be allowed or carried forward under the arrangement or in respect of such year.

iii) The rights under this clause shall accumulate from year to year so long as the employees employment continues with the Company, whether under this or any other arrangement, so that any part of the said leave which has not been allowed in any year may be claimed by the employee and shall be allowed by the Company, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment.

iv) For the purpose of this clause continuous service shall be deemed not to have been broken by -

- (a) any absence from work on leave granted by the Company;
- (b) any absence from work by reason of personal illness, injury, or other reasonable cause (proof whereof shall in each case be upon the employee); provided that any time so lost shall not be taken into account in computing the qualifying period of three months.

v) Service before the date of the commencement of this Agreement shall be counted for the purpose of assessing the annual sick leave entitlement but shall not be taken into consideration in arriving at the period of accumulated leave. Accumulated sick leave standing at the credit of the employee at the commencement of this Agreement will not be increased or reduced by this clause.

Notwithstanding the above, an employee will be entitled to not less than one (1) week sick leave on full pay for each year of service.

**23. LONG SERVICE LEAVE**

See the Long Service Leave Act.



**24. BEREAVEMENT LEAVE**

- i) An employee shall, on the death of a wife, husband, father, mother, mother-in-law, father-in-law, child or stepchild, brother or sister of the employee, and same sex partners be entitled to leave up to and including the day of the funeral of such relation. Such leave shall for a period not exceeding sixteen working hours (2 days) be without loss of any ordinary pay which the employee would have earned if he had not been on such leave.
- ii) The right to such leave shall be dependent on compliance with the following conditions:
  - (a) The employee shall give the Company notice of his intention to take such leave as soon as reasonably practicable after the death of such relation.
  - (b) The employee shall furnish proof of such death to the satisfaction of the Company.
  - (c) The employee shall not be entitled to leave under this clause during any period in respect of which he has been granted any other leave.
- iii) For the purpose of this clause the words "wife" or "husband" shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto wife or husband.

**25. ROSTERED DAY/SHIFT OFF****PREAMBLE**

In cases where, by virtue of the arrangement of the ordinary hours of work, an employee is to have a rostered day or shift off during the work cycle the following provisions shall apply.

**a) Notice of Rostered Days/Shifts Off**

The employee shall be advised by the Company at least four weeks in advance of the day to be taken off by written notice posted on the notice board.

A shorter period of notice of a rostered day/shift off may be given by agreement between the Company and employees concerned.

**b) Banking of Rostered Days/Shifts Off**

By agreement between the Company and an employee, or between the Company and the majority of employees concerned, rostered days/shifts off may be accrued (banked), and shall be taken in a manner and at a time agreed upon between the Company and the employee .

Alternatively, these banked days may be paid out in a manner as agreed between the Company and the employee or employees concerned.



**c) Rostered Days/Shifts Off Not to Coincide**

(i) The day on which an employee's Rostered Day or Shift Off is to be taken shall not coincide with a public holiday.

(ii) Provided that, in the event that a public holiday is prescribed after an employee has been given notice of a rostered day or shift off and the holiday falls on such day/shift the Company shall allow the employee to take an alternative day/shift off in lieu.

**d) Work on a Rostered Day/Shift Off**

Unless a rostered day/shift off is substituted for another day/shift off, work performed on the rostered day/shift off will be paid for at overtime rates.

**e) Substitute Days**

i) The Company, with the agreement of an employee or the Company with the agreement of the majority of employees concerned, may substitute the day an employee is to take off for another day, as a consequence of a breakdown in machinery or a failure or shortage of electrical power or to meet the requirements of the business in the event of rush orders or other emergency situations.

**26. FAMILY LEAVE**

**1. Use of Sick Leave**

1.1 An employee with responsibilities in relation to a class of person set out in 1.3(ii) who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the date of operation of the Agreement for absences to provide care and support for such persons when they are ill, provided that an employee shall be guaranteed at least one week's sick leave.

1.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

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

(i) the employee being responsible for the care and support of the person concerned; and

(ii) the person concerned being:

(a) a spouse of the employee; or

(b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

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- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including 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 paragraph:
  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.

1.4 An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.

## 2. Unpaid Leave for Family Purpose

2.1 An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a class of person set out in 1.3(ii) above who is ill.

## 3. Annual Leave

3.1 To give effect to this clause, but subject to the Annual Holidays Act 1944, an employee may elect, with the consent of the Company, to take annual leave not exceeding five days in any calendar year at a time or times agreed between the parties.

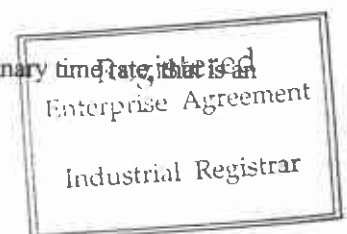
3.2 Access to annual leave, as prescribed in paragraph 3.1 above, shall be exclusive of any shutdown period provided for elsewhere under the award.

3.3 An employee and the Company may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

## 4. Time Off in Lieu of Payment for Overtime

4.1 An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.

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



- 4.3 The Company shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked under paragraph 4.1 of this subclause where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the Company, an employee must elect within six months of accrual, whether to take overtime worked under 4.1 above as an overtime payment or as time off work at the ordinary time rate of pay.

#### 5. Make-up Time

- 5.1 An employee may elect, with the consent of the Company, to work 'make-up time' under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award and the Agreement, at the ordinary rate of pay.

#### 6. Grievance Process

- 6.1 In the event of any dispute arising in connection with any part of this clause, such dispute shall be processed in accordance with the dispute settling provisions of this Agreement.

### **27. PAYMENT OF WAGES**

- (i) Wages shall be paid by Electronic Funds Transfer (EFT).
- (ii) Wages shall be paid on a fixed day each week and shall include all monies up to and finishing time two week-days earlier.
- (iii) The Company may vary the pay day around public holidays.

### **28. JURY SERVICE**

- a) An employee required to attend Jury Service during ordinary working hours will be re-imbursed by the Company the amount equal to the difference between the amount paid for their attendance at Jury Service and the amount that would have been paid under this Agreement had the employee worked.
- b) Employees will notify the Company as soon as possible of the dates upon which they are required to attend for Jury service, and provide to the satisfaction of the Company proof of such attendances and the amount received in respect thereof.

### **29. GENERAL CONDITIONS**

- i) See Factories, Shops and Industries Act 1962, re dressing and dining room accommodation.
- ii) Where the work of an employee necessarily requires the use of gloves (including the handling of spirits or hot tins) or that he should work under wet conditions or in all weathers, the Company shall provide for the use of every employee whose work shall so require, gloves, waterproof aprons and gum boots. Any employee applying for new gloves, aprons or boots, who fail to return the corresponding articles last issued to him shall not be entitled to same without payment thereof at a reasonable price.



- iii) (a) Any employee, who by direction of the Company is required to wear a uniform (including head covering), shall be supplied with a minimum of two such clean uniforms for use weekly. Such articles shall remain the property of the Company and any employee applying for a new issue who fails to return the corresponding article last issued to him/her shall not be entitled to same without payment thereof at a reasonable price.
- (b) Upon the termination of employment, any employee who fails to return the articles last issued to him/her, will be liable for an amount that is equal to their replacement value less depreciation having regard to the condition of the articles.

**30. RIGHT OF ENTRY**

See Part 7 of the Industrial Relations Amendment Act 1996

**31. DISCIPLINARY PROCEDURE**

The parties to the Agreement shall observe the following Disciplinary Procedure:-

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" it shall include the following:-

- \* Unacceptable work quality
- \* Unsafe work practices
- \* Wilfully failing to abide by reasonable and lawful directions.
- \* Excessive absenteeism
- \* Abuse of sick leave entitlement

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 Company's representative. It is appropriate for another member of management to be present as well as a nominated or responsible employee acceptable to the employee being disciplined if requested by the employee or the Company. 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.

It is suggested that certain details of the interview 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. The employee's responses to the allegations.
4. Date and time of the interview.
5. 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 is/her continued poor work performance or unsatisfactory conduct.

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

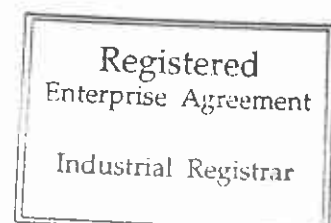
Such disciplinary action may result in dismissal, however, in some circumstances it would be appropriate that a further warning be given.

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

- \* Relocation in the work place;
- \* Admonishments recorded on the employee's personal file.

These forms of disciplinary measures by 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 if any of the 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 the dismissal and the reasons for same.

(b) Instant Dismissal

The above procedures dealing with poor work performance or unsatisfactory conduct and are not intended to interfere with 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.



### 32. GRIEVANCE AND DISPUTES PROCEDURE

The parties to the Agreement shall observe the following Grievance and Disputes Procedure:

The aim of this procedure is to ensure that during the life of the Agreement, industrial grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace. When a dispute or grievance arises the following steps are to be followed:

- Step 1.** The matter shall be discussed between the employee(s) and the supervisor involved. If the matter remains unresolved follow Step 2.
- Step 2.** The matter shall be discussed between the employee(s), an employee representative (if requested by either party) and the supervisor involved. If the matter remains unresolved follow Step 3.
- Step 3.** The matter shall be discussed between the employee(s), an employee representative (if requested by the employee or the Company), the supervisor and the appropriate Department Manager. If the matter remains unresolved follow Step 4.
- Step 4.** The matter shall be referred to the ECC by having it added to the agenda of its next meeting and discussed in accordance with the ECC's agreed procedures.

Either party can decide to refer a matter to the ECC at any stage prior to Step 4.

Where it is agreed by the parties, Steps 1-4 may be conducted concurrently.

If the matter remains unresolved follow Step 5.

- Step 5.** Emphasis shall be placed on a negotiated settlement. However, if the above negotiation process is exhausted without the issue in dispute being resolved the General Manager shall arrange to:
  - in cases where the issue effects a Union member, have the issue referred to an official of the Union with a view to resolving the problem;
  - in any other case or where the involvement of the Union has not resolved the issue, arrange for the matter to be referred to the NSW Industrial Relations Commission for its assistance.

The parties agree that while Steps 1-5, above are being conducted that the "Status Quo" shall prevail. "Status Quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

In order to allow for the peaceful resolution of grievances the parties shall be committed to avoiding stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation (and, where applicable, arbitration) are being followed.

The Company shall ensure that all practices applied during the operation of this procedure are in accordance with safe working practices at the workplace.

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**33 REDUNDANCY**

- a) In the event of a "Redundancy" situation arising, as outlined in the Employment Protection Act, the Company will pay a weekly employee who is made redundant in accordance with the following formula.

All payments will be calculated and based on the employees "Ordinary Pay" as defined by Clause 12 of this Agreement, which does not include any shift penalties, overtime or allowances.

**Employees Under 45 Years**

Less than 1 year service	NIL
1yr service but less than 2	4 wks ordinary pay
2yr service but less than 3	7 wks ordinary pay
3yr service but less than 4	10 wks ordinary pay
4yr service but less than 5	12 wks ordinary pay
5yr service but less than 6	14 wks ordinary pay
6 yrs service and more	16 wks ordinary pay

**And thereafter 1 weeks ordinary pay for each completed year of service with a maximum payment of 26 weeks ordinary pay.**

**Employees Over 45 Years**

Less than 1 year service	NIL
1yr service but less than 2	5 wks ordinary pay
2yr service but less than 3	8.75 wks ordinary pay
3yr service but less than 4	12.5 wks ordinary pay
4yr service but less than 5	15 wks ordinary pay
5yr service but less than 6	17.5 wks ordinary pay
6 yrs service and more	20 wks ordinary pay

**And thereafter 1.25 weeks ordinary pay for each completed year of service with a maximum payment of 52 weeks ordinary pay.**

**b) Payment of Sick Leave**

A weekly employee who is made redundant in accordance with subclause (a) of this clause shall be entitled to payment of sick leave at the time of termination on the following conditions:-

- (i) Payment shall only be available to employees who have accumulated an untaken sick leave bank in excess of 30 days at the time of termination.
- (ii) Such employees shall be entitled to an amount equivalent to the amount representing payment of 50% of the employee's sick leave accruals which exceed the 30 day minimum sick leave bank.
- (iii) No part of the 30 day minimum sick leave bank will be paid out on termination.
- (iv) The Company's agreement to pay sick leave to employees made redundant shall not be read or interpreted so as to imply the Company's acceptance of such a policy generally. It is not to be used as a precedent to seek or justify claims for the payment of untaken sick leave either during employment or in any other circumstances of termination of an employees employment or at any other time.

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**34. NO EXTRA CLAIMS**

It is a term of this Agreement that there will be no extra claims for increased wages or improved conditions of employment by the employees for the life of the Agreement.

**35. NOT TO BE USED AS A PRECEDENT**

The Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

**36. MONITORING AND RENEWAL OF AGREEMENT**

The parties, through the Workplace Consultative Committee, shall continuously monitor the application of the Agreement to ensure the effective implementation of a commitment to the productivity improvement agreed to in the enterprise bargaining process.

The parties agree that negotiations to review the Agreement will commence two months prior to the expiry date of the agreement.

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37. ENDORSEMENT OF AGREEMENT

The signatures below accept the terms of the Bush's Pet Foods Pty Ltd - Ingleburn - Non -Production - Enterprise Bargaining Agreement 1998 and endorse its terms and in so doing declare that the Agreement has not been entered into under duress by any party to it:

Signed on the 31ST day of MARCH, 1998

For and on behalf of: Bush's Pet Foods Pty Ltd  
A.C.N. 003 967 084

Takashi Asai - Managing Director  
Name & Position



Paul Hoad - Financial Controller  
Name & Position

Common Seal

TWENTY FIFTH DAY OF MARCH NINETEEN NINETY EIGHT

Signed on the \_\_\_\_\_ day of \_\_\_\_\_ 1998

- ✓ John Micallef
- ✓ Phoung Tran
- ✓ Brad Potter
- ✓ Bruno Raschele
- ✓ Wayne Edsall
- ✓ Van Vuong Nguyen
- ✓ Chin Yi Hsu
- ✓ Vince Naccarella
- ✓ Christopher Conway
- ✓ Troy Shorter

- ✓ Don Maloney
- ✓ William Burns
- Terry Duffy
- Darren Field
- Kevin Hodgson
- Brad Pickering
- Robert Campbell
- Shane Ragozat
- Patrick Kershaw



**ATTACHMENTS**

**Schedule 1 - BUSH'S PET FOODS TRAINING COMMITTEE**

**Schedule 2 - WAGE RATES & CLASSIFICATIONS & ALLOWANCES**





**SCHEDULE 1****BUSH'S PET FOODS TRAINING COMMITTEE****1. NAME**

The Committee shall be known as the Bush's Training Committee.

**2. ROLE**

The Bush's Training Committee shall commit themselves to:

- i) developing a more highly skilled and flexible work force;
- ii) providing employees with career opportunities through appropriate training to acquire skills.

The Bush's Training Committee constituency will be determined by the Site Consultative Committee.

**3. SCOPE**

The training committee shall:

- i) classify positions based on competencies and level of skills
- ii) formulate and facilitate the effective implementation of training plans and programmes
- iii) disseminate information on the plans, training programmes and the availability of training courses and career opportunities to employees.
- iv) monitor the effectiveness of training and advise management of progress
- v) liaise with Site Consultative Committee and act on an recommendations emanating from same
- vi) select and monitor training providers
- vii) evaluate company training needs
- viii) evaluate individual/teams' training needs i.e. recommend individuals for training.

**4. MEMBERSHIP**

The Committee will comprise a maximum of five (5) permanent members comprising both management and employee representatives, ensuring all manufacturing and associated service departments are represented.

At least one management and employee representative shall be a member of the Site Consultative Committee.

**5. EMPLOYEE REPRESENTATIVES**

Representatives will ideally have an interest in vocational education and training issues. Their function will be to identify the training needs of employees. A representative will cease to be recognised as such upon resignation from the union.

**6. OFFICERS**

The Committee will elect a Coordinator and a Minutes Secretary. These positions will be reviewed on a six monthly basis.

The Coordinator's duties will be to convene and run the meetings, and to ensure the Minutes Secretary distributes meeting agendas prior to Training Committee meetings.

The Minutes Secretary will keep accurate minutes of all Training Committee meetings and be responsible for the typing, photocopying and posting of the minutes on notice boards. Every effort shall be made to have the minutes publicised within one week of the meetings.



7. CONFIDENTIALITY

It will be the Committee's duty to maintain the confidentiality of an individual's personal details that may from time to time need to be examined. It will further be the Committee's duty to maintain the confidentiality of the Company's competitiveness in the market place.

All information of a confidential nature will only be viewed by the Training Committee representatives and will not be available to advisers to the Committee. Confidential information will be kept in a secure place.

8. MEETINGS

The Training Committee will meet as regularly as they deem necessary and not less than quarterly. Meetings will be held during normal working hours at a place and time convenient to all parties. A reasonable time limit should be placed on the length of the meetings. Enough time should be provided to adequately deal with agenda items.

Meetings shall operate on a consensus basis. The date of the next meeting will be set at the close of the previous meeting.

9. AGENDA

A provisional agenda will be circulated with the minutes of the preceding meeting.

The agenda is to be finalised and issued by the Secretary to all committee members at least five (5) working days prior to a meeting. Any committee member may submit agenda items. The Management members shall submit as agenda items all relevant matters requiring management decisions that would have an effect on employees. Appropriate information shall be provided with each agenda item submitted.

Matters raised without notice (i.e. non-agenda items) shall be deferred to the next meeting if any committee member requires additional information or needs to consult with their constituency.

10. ATTENDANCE OF NON MEMBERS

The Committee will have the authority to call in advisers as required. These advisers will be both external and internal people.

External advisers will be drawn from TAFE and other organisations to provide the Committee with training related advice.

Internal advisers will be drawn from management and shop floor personnel to provide training related advice and local knowledge to the Committee as required.

11. EMPLOYEE REPRESENTATIVES' RIGHTS

Management shall not dismiss an employee or injure them in their employment or alter their position to their detriment by reason of the fact that the employee is a member of or has an interest in this Committee.

If the Committee needs to discuss a matter directly relating to an employee representative and not being associated with his position on the Committee the particular representative should retire from the meeting during this discussion at the meeting's request.

12. AMENDMENT OF THIS CONSTITUTION

Proposed amendments of this Constitution must be notified in writing to the Consultative Committee at least five (5) working days before a scheduled Consultative Committee meeting.

The amendment is carried if agreed by a 75% majority of members at a Consultative Committee meeting.

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## NON - UNION AGREEMENT

SCHEDULE 2WAGE RATES and CLASSIFICATIONS

	Wage Rates @ October 1997
<u>Warehouse &amp; Despatch</u>	
Despatch Manager	624.86
Despatch Clerk	545.33
Taptone Supervisor	493.51
Taptone Operator	416.20
Forklift Driver (Cl. 19) Jumbo F/Lift	475.73
Forklift Driver Despatch	454.98
<u>Casual</u>	
Taptone Operator	12.5953
Container Loading Operator	12.5953
<u>Transport</u>	
Driver Truck	512.55
<u>Maintenance</u>	
Fitter	608.74
Trades Assistant	532.03

Juniors

For the purpose of this Agreement Junior employees shall be paid at the rate equivalent to Taptone Operator and in accordance with the following scale.

@ 15	-	50%
@ 16	-	55%
@ 17	-	60%
@ 18	-	80%
@ 19	-	Adult Rate

ALLOWANCES

i)	Tea Money	\$6.80
ii)	First Aid Allowance	\$20.00 pw
iii)	Cold Room Allowance	\$ 3.00 pw
iv)	Obnoxious Material	\$ 4.00 pw

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NON - UNION AGREEMENT

SCHEDULE 2

WAGE RATES and CLASSIFICATIONS

Wage Rates  
@  
26 February 1998

Warehouse & Despatch

Despatch Manager	649.85
Despatch Clerk	567.14
Taptone Supervisor	513.25
Taptone Operator	432.85
Forklift Driver (Cl. 19) Jumbo F/Lift	494.76
Forklift Driver Despatch	473.18

Casual

Taptone Operator	13.0991
Container Loading Operator	13.0991

Transport

Driver Truck	533.05
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Maintenance

Fitter	633.09
Trades Assistant	553.31

Juniors

For the purpose of this Agreement Junior employees shall be paid at the rate equivalent to Taptone Operator and in accordance with the following scale.

@ 15	-	50%
@ 16	-	55%
@ 17	-	60%
@ 18	-	80%
@ 19	-	Adult Rate

ALLOWANCES

i)	Tea Money	\$7.00
ii)	First Aid Allowance	\$20.00 per week
iii)	Cold Room Allowance	\$ 3.50 per week
iv)	Obnoxious Material	\$ 4.00 per day
v)	Effluent Area Allowance	\$ 4.00 per hour

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