

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/01

**TITLE:** Pillsbury Australia Pty Ltd Manufacturing Operations Enterprise Agreement (Rooty Hill) 2001

**I.R.C. NO:** 2001/3554

**DATE APPROVED/COMMENCEMENT:** 12 June 2001

**TERM:** 11 February 2004

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 15 March 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 24

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees covered by the Grocery Products Manufacturing (State) Award, Grocery Products Manufacture- Manufacturing Grocers Award, and the Pillsbury Australia Pty Ltd Manufacturing Operations Enterprise Agreement (Rooty Hill) 1999

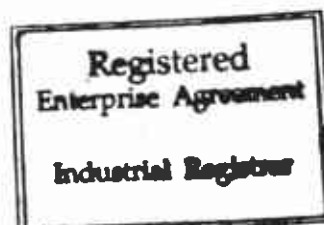
**PARTIES:** Pillsbury Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch

**PILLSBURY AUSTRALIA PTY LTD  
MANUFACTURING OPERATIONS AGREEMENT  
(ROOTY HILL) 2001**

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## **1. APPLICATION AND OPERATION OF AGREEMENT**

### **1.1 Title**

This agreement shall be known as the Pillsbury Australia Pty. Ltd. Manufacturing Operations Enterprise Agreement (Rooty Hill) 2001 ('**Agreement**').

### **1.2 Coverage of Agreement**

In this Agreement:

"**Company**" means Pillsbury Australia Pty. Ltd; and

"**Union**" means the National Union of Workers, New South Wales Branch.

### **1.3 Objective**

The employment arrangements contained in this agreement are designed to facilitate continuous improvement with the ultimate goal of being a world class operation.

### **1.4 Area, Incidence and Duration**

- (a) This Agreement regulates the terms and conditions of employment of all employees other than salaried or staff employees employed by the Company at its premises located at 16 Kellogg Road Rooty Hill, New South Wales, or at such other premises within New South Wales operated by the Company to produce Old El Paso and Peck's products from time to time, who are engaged in one of the classifications referred to in clauses 6.2 and 16.
- (b) This Agreement shall operate from the beginning of the first pay period to commence on or after the agreement has been approved by the Industrial Relations Commission of New South Wales and shall remain in force until 11th February 2004. The parties to this Agreement shall commence re-negotiation at least 3 months prior to the expiry of the Agreement.

### **1.5 Parties Bound**

This Agreement shall be binding upon:

- (a) the Company;
- (b) the Union and its members; and
- (c) employees.

### **1.6 Relationship to Parent Award**

- (a) This Agreement shall be read in conjunction with the terms and conditions of the Grocery Products Manufacturing (State) Award 2001 ('**Award**'), with the exception of the following clauses of the Award: 3



Hours - Day Work, 4 Hours-Shift Work, 7 Shift Work Allowances, 8 Wages, 11 Meal Hours, 12 Overtime, 13 Sundays & Holidays, 18 Mixed Functions, 20 Proportion of Juniors, 21 Conditions of Employment, 22 Time and Payment of Wages, 24 Dismissal, 27 Morning Refreshment, 29 Washing Times, 31 Dusty Conditions and 35 Redundancy which are expressly excluded from and form no part of this Agreement. This Agreement shall prevail over the Award to the extent of any inconsistency, and wherever the same subject matter is dealt with in both the Award and the Agreement.

- (b) The parties will discuss varying clause 1.6 of the Agreement during its term to replace the reference to the Award as the parent award, with an enterprise award as agreed between the parties.

## **1.7 Productivity Sharing**

This scheme is consistent with the objective of continuously improving company performance. To achieve this improvement will require commitment from all employees.

## **2. THE EMPLOYMENT RELATIONSHIP**

### **2.1 Full-Time Employees**

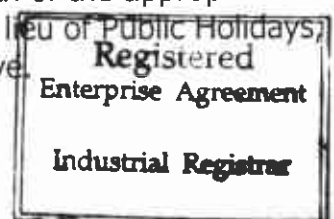
Full-time employees are those ordinarily employed to work for an average of 38 hours per week.

### **2.2 Part-Time Employees**

- (a) Part-time employees are those ordinarily employed to work for not less than 4 hours per day and not more than 37 hours per week. Such employees will be entitled to all benefits (including annual leave) on a pro rata basis as received by permanent full-time employees. Overtime is payable where the set hours of work are exceeded.
- (b) Once set, the days and hours of work shall not be varied except by mutual agreement or in the absence of agreement, 1 week's notice given by the Company.

### **2.3 Casual Employees**

- (a) Casual employees will be used where necessary to cover fluctuations in demand, leave and normal functions of line relief.
- (b) A casual employee shall be engaged by the hour on a day-to-day basis and paid as such. Casual employees will not work less than 2 hours on each engagement, or more than those ordinarily worked by a permanent employee.
- (c) A casual employee must be paid one thirty eighth of the appropriate weekly rate plus 20% casual loading which is in lieu of Public Holidays, Sick Leave, Annual Leave and Long Service Leave.



## 2.4 Use of Labour Hire Agencies

- (a) Casual employees may be employed through the use of a labour hire agencies to perform duties under this Agreement. In such circumstances the Company shall ensure wage rates applicable to this Agreement apply to those employees whilst so engaged at the Company.
- (b) Casual employees may also be employed directly via the Company.

## 2.5 Contractors

- (a) It is recognised by the parties to this agreement that it may be necessary for the Company to engage contractors on site to perform work, including to cover absences, peak loads, capital installations and work outside the scope of skill level that presently exists with the employees concerned.
- (b) The Company shall ensure that work to be performed by contractors on site will not jeopardise the employment of the employees involved.

## 3. HOURS OF WORK

### 3.1 Ordinary Hours of Work

The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:

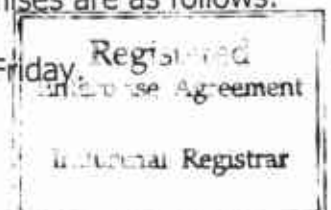
Employees may be engaged to work as follows:

- (a) Ordinary hours shall be an average of 38 hours per week.
- (b) Normal working days will be consecutive over 5 days, Monday to Friday, except where regular working hours are routinely based on other days of the week, ie. cleaning crew.
- (c) Alteration of working hours as defined in clause 3.2 "Spread of Hours" may be altered by mutual agreement within the plant or section concerned, or where at least 1 week's notice is given to the employee by the Company. This may include shift arrangements where the ordinary hours of work exceed 7.6 hours per day to meet operational needs.
- (d) In personal extenuating circumstances, the employee may apply to the Departmental Manager for additional notice to that outlined above.

### 3.2 Spread of Hours

- (a) The shifts that are currently operating at the premises are as follows:

Day Shift: 6.00am to 6.00pm, Monday to Friday.



Afternoon Shift: Any shift finishing after 6.00pm and at or before 2.00am, Monday to Friday.

Night Shift: Any shift finished after 2.00am and at or before 8.00am, Monday to Friday.

- (b) An employee must be ready to commence work at the appropriate starting time on each day.

### 3.3 Securing Product

- (a) As a business we are committed to minimising waste from our processes. Employees recognise that it is vital to ensure product is secured and will ensure that any product, cooked or mixed, will be commercially safe before ending their normal work period.
- (b) Team leaders should take into consideration an employee's personal circumstances and endeavour to replace the employee in situations of a late finish.

### 3.4 Change of Shift

- (a) An employee will wherever practicable be given 1 week's notice of a change of the shift that they are currently working on.
- (b) An employee who is not given the required notice, will be paid the appropriate overtime rates for the amount of ordinary hours worked on the other shift the employee has changed to, until the expiry of the notice period.
- (c) The provision of 1 week's notice does not apply where a shift change occurs because of mutual agreement between the Company and the employee.

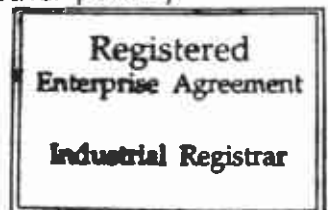
### 3.5 Shift Allowance

- (a) A shift worker whilst working on afternoon shift shall be paid 15% more than the ordinary rates of pay in clause 6 "Wages".
- (b) A shift worker whilst working on night shift shall be paid 30% more than the ordinary rates of pay in clause 6 "Wages".
- (c) An employee receiving the shift allowances referred to in clause 3.5(a) and (b) receives the shift allowance in lieu of any other penalty rates or overtime payments.

## 4. BREAKS

### 4.1 Meal Breaks/Rest Periods

- (a) An employee may take a meal break 24 minutes unpaid and 5 minutes paid and one rest period (15 minutes paid) during any rostered shift.



- (b) Breaks will be taken at the times advised by the employee's supervisor as appropriate. These breaks must not interfere with production or the continuous running of the line.
- (c) Breaks other than those provided under clause 4 and 5 must be organised with the employee's supervisor or another immediate line person. However, the supervisor must be notified as soon as possible. These breaks must not interfere with production or the continuous running of the line.

#### **4.2 Heat Breaks**

- (a) During days of excessive heat, ambient temperatures in open areas will be monitored by the Quality Assurance Department. No other form of temperature measurement other than that of the Quality Assurance Department will be accepted as a guide for the following:
- (b) In the event that the recorded temperature within an area is above 35 and below 40 degrees Celsius, employees working on a production line in this area will have a 15 minute break followed by one hour's work. If temperatures remain in this range the process is repeated until temperatures drop below 35 degrees Celsius.
- (c) In the event that recorded temperatures exceed 40 degrees Celsius, employees working on the production line will have a 30 minutes break followed by work for 1 hour. If temperatures remain above 40 degrees Celsius, this process will be repeated until the temperature falls below this level. Breaks are to be considered as part of these above mentioned heat breaks.

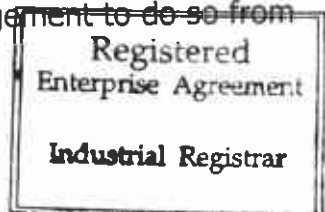
### **5. BREAKS BETWEEN SHIFTS, OVERTIME AND AFTER HOURS WORK**

#### **5.1 Overtime Payment**

- (a) All time worked in excess of or outside the fixed daily ordinary hours shall be paid at the rate of double time. This overtime payment is in substitution for and not cumulative upon shift payments.
- (b) An employee required to work, on a day they would otherwise have not been rostered to work, shall be paid for a minimum of 3 hours work at the overtime rate (provided also that the ordinary weekly hours of work have been exceeded).
- (c) An employee will work reasonable overtime if requested by their supervisor or other appropriate member of management to do so from time to time.

#### **5.2 Eligibility**

When an employee does not work on Friday in their usual working week, they will not be able to work on any other shift in that week (aside from their usual





rostered shifts) including Saturday or Sunday, until the commencement of their next working week.

### **5.3 Break Between Shifts**

- (a) An employee who has not had at least 8 consecutive hours off duty between completing work for the Company on one day and the commencement of work for the Company on the next day, will be released from work without the loss of pay until the employee has had an 8 hour break.
- (b) If the Company requires the employee to come back to work before having the 8 hour break, the employee will be paid at overtime rates for that complete shift.
- (c) Where an employee works two shifts consecutively the 8 hour break between work provided for in accordance with clause 5.3 (a) and (b) above becomes 10 hours.

### **5.4 Call Back**

An employee recalled to work after leaving the Company's premises (whether notified before or after leaving the premises) shall be paid for a minimum of 3 hours work at overtime rates for each time they are recalled regardless of when they are called. This clause shall not apply in cases where it is customary for an employee to return to the Company's premises to perform a specific job outside their ordinary working hours.

### **5.5 External Work**

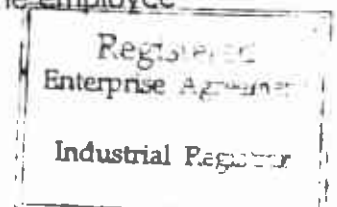
Where an employee is called between the hours of 10pm and 6am Monday to Saturday, or on Sundays to solve work related issues, they will be paid for 1 hour at ordinary rates for resolving the issue by telephone. Should it not be resolved by telephone and the employee needs to attend the workplace, this payment will not be made, and instead the 3 hour "call back" will apply.

### **5.6 Rest Period**

- (a) Where an employee is required to work overtime exceeding 2 hours, a 10 minute rest break, paid at overtime rates, shall be taken in the first hour of such overtime commencing.
- (b) The employee will take this break as advised by the employee's supervisor as appropriate. These breaks must not interfere with production or the continuous running of the line.

### **5.7 Crib Break**

- (a) An employee working overtime shall be allowed a paid crib break of 20 minutes, after each 4 hours of overtime worked if the employee continues work after such crib time.



- (b) The employee will take this break as advised by the employee's supervisor as appropriate. These breaks must not interfere with production or the continuous running of the line.

## 6. WAGES

### 6.1 Pay Increases

- (a) On 11th February 2001, the new rates of pay will include a 4% increase as shown in the table below;
- (b) On 11<sup>th</sup> February 2002, the new rates of pay will include a 4% increase as shown in the table below;
- (c) On 11<sup>th</sup> February 2003, the new rate of pay will either be the greater of:
- (i) a 4% increase as shown in the table below; or
  - (ii) a pay increase of a percentage equal to the average of the Consumer Price Index or 'CPI' published by the Australian Statistician over the September and December quarters of 2002.

### 6.2 Rates of Pay

SKILL LEVEL	CURRENT WEEKLY RATE	NEW FORTNIGHTLY RATE 11/02/2001	NEW FORTNIGHTLY RATE 11/02/2002	NEW FORTNIGHTLY RATE 11/02/2003
1A	\$482.15	\$1,002.87	\$1,042.99	\$1,084.71
1B	\$521.25	\$1,084.20	\$1,127.57	\$1,172.67
2	\$547.30	\$1,138.38	\$1,183.92	\$1,231.28
3	\$583.75	\$1,214.20	\$1,262.77	\$1,313.28
4	\$625.55	\$1,301.14	\$1,353.19	\$1,407.32
5	\$668.60	\$1,390.69	\$1,446.32	\$1,504.17
6	\$734.95	\$1,528.70	\$1,589.84	\$1,653.44
7	\$767.45	\$1,596.30	\$1,660.15	\$1,726.55
8	\$886.10	\$1,843.09	\$1,916.81	\$1,993.48

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### 6.3 Method of Payment

- (a) Wages shall continue to be paid weekly using the current system in place at the Company, until the first pay period after 11 August 2001 when they will be paid fortnightly by electronic funds transfer direct to an employee's nominated bank account, or an account with any other recognised financial institution. Wages will be paid into such an account on Thursday of each fortnight. Where a bank transfer is

involved, an additional day is required. In circumstances where employees are paid incorrectly, through no fault of the employee concerned, an adjustment to correct the variance will occur within 24 hours of notification, where possible.

- (b) Upon request, the Company shall give to each employee in writing a break down of: daily time worked; the total amount of wages and other payment to which the employee is entitled; the amount of overtime; details of any deductions made; and the net amount being paid to each employee.
- (c) The Company may deduct from wages due to an employee such amount as is authorised in writing by such employee.

**6.4 Allowances**

The following allowances shall be increased in line with the wage increases specified above:

- (a) Boiler Attendant Allowance

Certified boiler operator(s) will receive an allowance when rostered to operate the boiler(s).

Current Rate Per Week	New Fortnightly Rate 11/02/2001	New Fortnightly Rate 11/02/2002	New Fortnightly Rate 11/02/2003
\$9.55	\$19.86	\$20.66	\$21.48

- (b) First Aid Allowance

All Company recognised certified first aid officers will receive an allowance.

Current Rate Per Week	New Fortnightly Rate 11/02/2001	New Fortnightly Rate 11/02/2002	New Fortnightly Rate 11/02/2003
\$9.50	\$19.76	\$20.55	\$21.37

- (c) Meal Payment

An employee required to work overtime for 2 or more hours without being notified on the previous shift or earlier, shall either be supplied with a meal by the Company or paid as below. Thereafter, the rate below shall be paid for each crib break taken in accordance with clause 5.1 "Overtime Payment".

Current Rate Per Meal	New Rate per Meal 11/02/2001	New Rate per Meal 11/02/2002	New Rate per Meal 11/02/2003
\$6.90	\$7.18	\$7.47	\$7.77



## **7. PROBATIONARY PERIOD**

- (a) An employee's employment is subject to a probationary period of 3 months from commencement of employment with the Company during which time the employee's performance and conduct will be monitored.
- (b) Employees shall remain on the classification level upon which they are employed until their probationary period has expired.
- (c) The Company may in extenuating circumstances and by mutual agreement extend the probationary period for a further 4 week period for the Company to enable a further assessment of the employee to be made.
- (d) Either the employee or the Company may terminate the employment relationship during the probationary period by either party giving 1 week's notice or 1 week's payment in lieu of notice.

## **8. ABANDONMENT OF EMPLOYMENT**

- (a) An employee absent from work for a continuous period exceeding 3 days or shifts without the consent of the Company or without satisfactory explanation to the Company, shall be deemed to have abandoned their employment and their employment terminated effective from the date that the employee last attended work.
- (b) An employee that has abandoned their employment will be paid up to the date of the employee's last attendance at work, or authorised absence.
- (c) The Company will not be required to give any notice or payment in lieu of notice to the employee in the event that their employment is terminated as a result of abandonment.
- (d) Payment in lieu of notice, or any other amounts owed to the Company may be deducted from any monies due to the employee.

## **9. TERMINATION OF EMPLOYMENT**

- (a) An employer shall have the right to dismiss any employee without notice for conduct that justifies summary dismissal, including (but not limited to) malingering, inefficiency, neglect of duty or other misconduct and in such cases the wages shall be paid up to the time of dismissal only.
- (b) In the event that an employee's employment is terminated other than summarily, the employee will be provided with the notice or payment in lieu of notice in accordance with the following table:



<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

An additional one week will apply to employees over 45 years of age with two years or more continuous service.

- (c) Where an employee elects to terminate their employment with the Company, the employee is required to give the period of notice specified in the table in clause 9 (b) above. The Company may pay the employee in lieu of notice and not require them to attend for work during the notice period. Where the employee fails to give the required period of notice, the Company may withhold monies due to the employee, equal to the pay for the period of notice; and
- (d) Upon termination of employment, wages due to an employee shall be paid to the employee on the day of such termination or the next working day, by electronic funds transfer into the employee's nominated account.
- (e) Where the Company is considering the application of summary dismissal, the HR Manager, Plant Manager and union delegate will confer prior to the dismissal occurring.

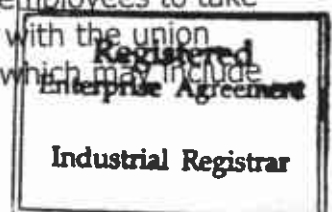
Any disputes regarding the application of this procedure will be dealt with under the Disputes Avoidance Procedure in this Agreement.

## 10. STAND DOWN

- (a) If the Company cannot usefully employ an employee for the whole or part of a day or shift as a result of:
- (i) industrial action;
  - (ii) a machinery breakdown; or
  - (iii) any other reason for which the Company cannot reasonably be held responsible;

then the Company is entitled to deduct from that employee's wages any amount which would otherwise be payable for the day or shift (whether whole or part). The Company must, however, pay the employee for 2 hours work if the employee is required to attend for work, and when they attend for work as required, they cannot be usefully employed.

- (b) During a stoppage the Company may direct the employees to take annual leave. The Company may in consultation with the union representatives, take such temporary measures which may include



leave without pay, reduction in ordinary working hours, rescheduling of work and duties, or the taking of other leave entitlements.

- (c) This clause does not limit the Company's right to terminate the employment of employees on the ground of redundancy or for any other reason.

## **11. REDUNDANCY**

### **11.1 Principles**

- (a) A position becomes redundant when the Company no longer requires the tasks and duties of that position to be performed by any person. The Company shall hold discussions with the employees directly affected and with their Union.
- (b) The discussions will take place as soon as is practicable after the Company has made a definite decision. The Company's priority will be to redeploy an employee in a reasonable alternative position in the Company wherever practicable.

### **11.2 Selection Criteria**

Where the Company needs to implement a selection process in the event of redundancy, it will consider the skills, competence and experience of the relevant employees.

### **11.3 Conditions**

- (a) A period of 4 weeks' notice will be given or payment of 4 weeks' pay in lieu of notice will be made. An additional 1 week will apply to employees over 45 years of age with 2 years or more continuous service.
- (b) In addition, a severance payment will be calculated on the basis of 4 weeks' pay for each year of service and pro-rated on an annual basis, capped at a maximum of 72 weeks' pay.
- (c) "Severance" and "notice" payments will be calculated on normal ordinary time earnings.
- (d) All statutory entitlements including pro-rata annual leave, sick leave and long service leave will be paid on termination. Pro-rata long service leave will be paid after 5 years of service.
- (e) Superannuation will be paid on termination in accordance with the fund rules.
- (f) During the period of notice of termination given by the employer, an employee shall be allowed up to 1 day's time off without loss of pay during each week of notice for the purpose of seeking other employment. Reasonable notice must be given to the Company when

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the time off is required, also proof of attendance at the interview shall be required (for this purpose a statutory declaration will be sufficient).

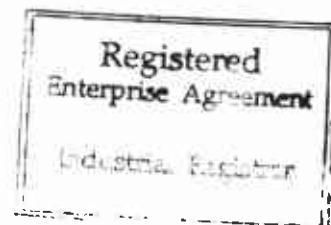
- (g) All redundant employees shall be given a Certificate of Service stating the reason for termination, classification and length of service.
- (h) The Company will not be required to pay redundancy payments under this clause to an employee in the event that it obtains acceptable alternative employment for that employee.

## **12. HYGIENE/DRESS CODE**

- (a) The parties recognise the importance of employee hygiene and the wearing of protective clothing. Uniforms are provided in accordance with Company procedures free of charge to ensure our hygiene standards remain high. It is agreed that uniforms will be worn. All items provided by the Company must be returned to the Company on termination.
- (b) Smoking and other unhygienic acts are not permitted within the Company's buildings or grounds. Smoking is only permitted in the Gazebo area.
- (c) All employees are required to keep themselves and their work place in a clean and hygienic condition and immediately report any quality or contamination problems to the Team Leader/Manager.
- (d) An employee who breaches the Hygiene/Dress code shall be subject to disciplinary procedures. An employee that is caught smoking within or near the manufacturing and operations area of the Company's premises will be subject to disciplinary action, and their employment may be terminated as a result.

## **13. MAINTENANCE TOOLS**

- (a) All maintenance personnel are required to have a personal tool kit. Tools that are damaged during normal use (not wear and tear) beyond repair, or are then unsafe, will be replaced by the Company. This is at the discretion of management, and tools will be replaced on a 'like for like' basis.
- (b) Special tools may be provided by the Company for specific applications. Any Company tools and equipment provided to an employee remain the property of the Company and must be returned to the Company on the termination of employment.



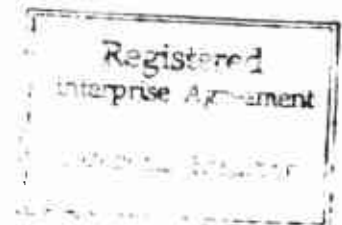
## **14. LEAVE**

### **14.1 Annual Leave**

- (a) Employees are entitled to annual leave in accordance with the provisions of the *Annual Holidays Act 1944* (NSW) as amended.
- (b) An annual leave loading of 17.5% shall be paid when leave is taken. Night shift employees will receive 30% shift payment in substitution for leave loading.
- (c) Employees may request leave subject to entitlement provisions being met, to be taken during the year at a time mutually agreed with the Company, taking into account the operating needs of the business.
- (d) Where an employee agrees to return to work whilst on annual leave, they will be paid for that day(s) work and be entitled to either time off in lieu (with pay at ordinary time) or an annual leave day credited.

### **14.2 Sick Leave**

- (a) An employee will be granted sick leave by the Company in circumstances where they cannot attend for duty due to genuine personal illness or injury by accident. Sick leave will be provided for the period of time the employee is unable to attend for duty, subject to satisfactory proof of that employee's illness or injury.
- (b) Employees are entitled to 38 hours (5 days) sick leave during the first year of service and not more than 76 hours (10 days) sick leave in the second and subsequent years of service, which shall be accumulated from year to year.
- (c) An employee shall as soon as possible (prior to commencement of the shift) inform the Company of their inability to attend for duty and the estimated duration of the absence.
- (d) The Company will require a medical certificate for all absences, excluding 2 non-cumulative single day absences per year from work, from a duly qualified Medical Practitioner.
- (e) Before granting paid or unpaid sick leave, or during any period of paid or unpaid sick leave, the Company may:
  - (i) require an employee to provide to the Company satisfactory evidence confirming the illness or injury and the nature of the illness or injury; or
  - (ii) at the Company's expense, require an employee to be examined by a medical practitioner nominated by the Company in respect of the illness or injury who will provide a report to the Company; or
  - (iii) both (i) and (ii);



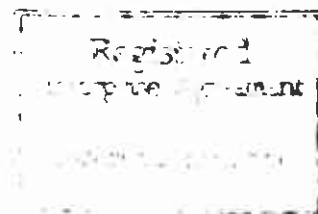


but subject to the limitations in sub-clause (d) above.

- (f) The payment for any absence on sick leave in accordance with this clause during the first 3 months of employment will be withheld until the employee completes such 3 months of employment at which time the payment shall be made.
- (g) Where termination of Employment is by reason of retirement from the workforce or redundancy, the employee's accrued sick leave entitlement shall be paid at current rates.
- (h) The Company recognises that in some cases employees may experience serious and long term illnesses. Requests for extended sick leave will be considered on a case by case basis.
- (i) The Company may take disciplinary action against an employee including dismissal if an employee is found to have taken sick leave other than as permitted under this Agreement.

### 14.3 Public Holidays

- (a) The following days are observed as public holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day and Boxing Day; together with any day gazetted or proclaimed by the NSW Government as a public holiday.
- (b) One additional paid holiday per year (in lieu of the Union Picnic Day) shall apply to all permanent employees who are covered by this agreement. Such a holiday will be set by arrangement between the Company and the employees.
- (c) An employee required to work on any of the above mentioned public holidays shall be paid at the rate of double time and one-half for all time worked with the exception of Christmas Day and Good Friday which shall be paid for at the rate of triple time. These payments are in substitution for and not cumulative upon any other penalty payment including shift payment.
- (d) Where an employee is absent on the last working day prior to the public holiday, or on the first working day following the public holiday without authorisation from the Company, or without a medical certificate the employee shall not be entitled to payment for such public holiday.
- (e) A public holiday for the purpose of this Agreement shall be a 24 hour period midnight to midnight on the day of the public holiday. A payment under clause 14.3 (c) above will only occur if the majority of the shift occurs during this 24 hour period otherwise normal payment for the complete shift will apply.



#### **14.4 Scheduled Shutdowns**

- (a) The Company may (by giving at least one month's notice) close down the plant or sections within the plant, for more than 5 working days, and direct one or more employees to not attend work for a certain period of time.
- (b) Employees directed not to attend for work under clause 14.4 (a) above must take annual leave during this shutdown period.
- (c) Where an employee does not have sufficient annual leave accrued to cover the period of the shutdown, the employee will be given leave without pay for the period of the shutdown.

#### **14.5 Long Service Leave**

An employee's entitlements to Long Service Leave will be determined in accordance with the *Long Service Leave Act 1955* (NSW) as amended from time to time.

#### **14.6 Parental Leave**

An employee shall be entitled to Parental Leave as provided in the *Industrial Relations Act 1996* (NSW) as amended from time to time.

#### **14.7 Bereavement Leave**

- (a) An employee shall be entitled to a maximum of 3 days paid leave on each occasion of death of the employee's: Spouse/de-facto spouse, father/mother, sister/brother, child/step child/foster child, parents in law, step-father/mother, foster parent, grandparents, grandchild, ward, former ward, brother in law, sister in law.
- (b) Shift payments and overtime are not paid to an employee when taking bereavement leave.

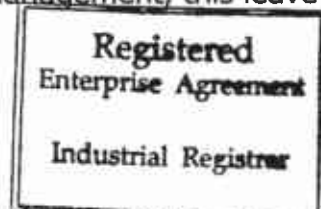
#### **14.8 Special Leave**

- (a) An employee needing to attend to unforeseen matters may apply to the Company to be granted special leave for extenuating personal circumstances or reasons of pressing domestic necessity. This leave may be granted by the Company at the discretion of its Plant Manager/HR Manager at the time, taking into account each individual's personal circumstances, and also taking into consideration the needs of the individual and those of the business. Depending on the circumstances, and at the discretion of management, this leave can be either paid or unpaid leave.

#### **14.9 Carers Leave**

##### **(a) Use of sick leave**

- (i) An employee with responsibilities in relation to either members of their immediate family or members of their household who



need their care and support shall be entitled to use, in accordance with this clause, any sick leave entitlement which accrues after the commencement of this Agreement for absences to provide care and support for such persons when they are ill.

- (ii) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (iii) The entitlement to use sick leave in accordance with this clause is subject to:
  - (A) the employee being responsible for the care of the person concerned; and
  - (B) the person concerned being either:
    - (I) a member of the employee's immediate family; or
    - (II) a member of the employee's household.

**The term immediate family includes:**

- (C) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means 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; and
  - (D) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- (iv) The 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.
  - (v) An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care to a family member who is ill.



**(b) Annual leave**

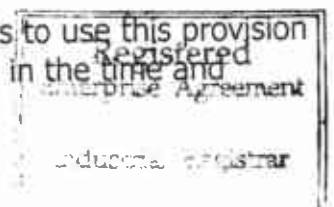
- (i) Notwithstanding the provision of this clause, an employee may elect, with the consent of the Company, to take annual leave not exceeding 5 days in any calendar year at a time or times agreed between them.
- (ii) Access to annual leave, as prescribed in clause 14.9(b)(i) above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- (iii) An employee and 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.

**(c) Time off in lieu of payment for overtime**

- (i) 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.
- (ii) 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.
- (iii) A Company shall, if requested by an employee, provide payments, at the rate provided for the payment of overtime in this Agreement, for any overtime worked under 14.9(c)(i) of this clause where such time has not been taken within 4 weeks of accrual and requested by the employee.
- (iv) On each occasion that the employee elects to use this provision the resulting agreement shall be recorded in the time and wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.

**(d) Make-up time**

- (i) An employee may elect, with the consent of their 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 this Agreement at the ordinary rate of pay.
- (ii) An employee on shift work 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, at the shift work rate which would have been applicable to the hours taken off.
- (iii) On each occasion that the employee elects to use this provision the resulting agreement shall be recorded in the time and wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.



wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.

**(e) Grievance process**

In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with the Disputes Avoidance Procedure provisions of this Agreement.

**14.10 Jury Duty**

- (a) An employee shall be allowed leave of absence during any period when required to attend for jury duty.
- (b) An employee shall notify the Company as soon as possible of the date upon which they are required to attend for jury duty.
- (c) An employee will provide the Company with proof of jury service fees received, proof of the requirement to attend, the duration of such attendance and the amount received in respect of jury duty.
- (d) An employee will be paid their ordinary rate of pay while attending jury duty.
- (e) Any jury duty wages received by the employee are to be paid to the Company excluding travel allowances.

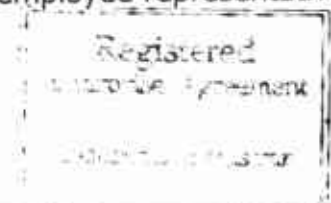
**14.11 Defence Force Services Leave**

- (a) The Company is supportive of employees being members of the Defence Force Reserves. Leave not exceeding one week per calendar year without loss of pay (shift and overtime payments are excluded), will be granted to employees who are members of the Defence Force Reserves for the purpose of undergoing training providing that:
  - (i) The employee submits satisfactory evidence to their functional manager that such attendance is essential and a normal part of the said military training; and
  - (ii) Sufficient notice is given by the employee of such a need to attend.

Where additional leave is required, the employee should apply for annual leave. Where insufficient amounts of annual leave are owing to the employee, unpaid leave should be applied for.

**15. CONSULTATIVE COMMITTEE**

The Consultative Committee has been established to ensure that there is consultation between management and employee representatives. The committee consists of both management and elected employee representatives.



**16. CLASSIFICATION STRUCTURE**

The classification structure will continue to operate and will be reviewed and updated as the Company, in consultation with employees, considers appropriate.

The purpose of this classification structure is to promote the acquisition and use of employees' skills, abilities and knowledge required by the Company.

All employees will be encouraged to continuously improve and develop their skills.

**(a) Definition of Levels**

There are 8 levels within the Classification Structure and each level is determined by a points range established through a Job Evaluation system. The point allocation to each job may be subject to review. Where any significant change occurs on any skill level, a Job Evaluation review will occur.

SKILL LEVEL	JOB EVALUATION POINTS	POSITIONS
1A	NA	
1B	< 200	
2	200 – 295	Taco Collator, Jar Depal Operator, Tortilla Packaging
3	300 – 395	Taco Packaging Coordinator, Storeperson 2, Jar Packmaster/Palletiser, Jar Labeller, Jar Preparation 2
4	400 – 495	Taco Operator/Mixer, Cornchip Operator/ Mixer, Cornchip Bagger Operator, Tortilla Operator, Storeperson 3, Jar Filling Room Operator, Jar Retort Operator, Taco/Cornchip Cleaners, Jar Line Cleaner
5	500 – 595	Taco Operator/Coordinator, Jar Preparation 1, Site Maintenance, Storeperson 4
6	600 – 695	Manufacturing Team Leader, Maintenance Fitter, Site Maintenance
7	700 – 795	Team Technician
8	800 +	Maintenance Supervisor, Warehouse Supervisor

NB. An employee will only be eligible to be paid at a particular skill level as set out in the table above upon being assessed by the Company as able to perform the duties of that particular skill level, and being directed by the Company to perform work at this skill level.

**(b) Temporary Levels**

Whilst an employee is performing duties to the required standard of the job, whether training or not, (unless under direct training supervision) they shall be paid at the rate appropriate to the level classified for that job, where the time so spent is greater than 2 hours on any day. Off the job training is paid at the employee's current classification rate, where payment is to be made.

- (c) Any job can be performed by an employee who has the skills and is competent to perform it safely.

## 17. TRAINING

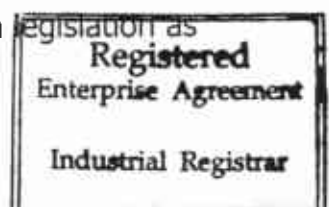
- (a) The parties to this Agreement recognise that in order to increase the safety, efficiency, productivity and competitiveness of the Company, as well as job satisfaction for employees, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- Developing a more highly skilled and flexible workforce;
  - Establishing a Resource Room for employees' use, with the facilities to enable employees to improve their skills for mutual benefit;
  - Providing employees with career opportunities through the classification structure, in line with Company needs; and
  - On the job training.
- (b) Employees covered by this Agreement shall work in any part of the business depending upon operational needs and the knowledge and skills of the individual employee. This will ensure the efficient utilisation of all manufacturing employees. Employees will, at the time of the request for movement, have explained to them the reason for the move.
- The Company will encourage employees to acquire relevant new skills, both on the job and through external providers to ensure we move towards world competitive skill and flexibility levels.
- (c) If a person can no longer perform a job they have been endorsed on, as and when required by the Company, they will be re-assessed. Two weeks' notice will be given to the employee that a re-assessment is to take place. If the re-assessment fails to re-endorse the employee, this may in turn affect the employee's classification level.

## 18. EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

The Company, the Union and the employees are committed to complying with all applicable anti-discrimination and equal employment opportunity legislation as amended from time to time.

## 19. WORKERS' COMPENSATION

- (a) The Company, the Union and the employees are committed to complying with all applicable workers' compensation legislation as amended from time to time.



(b) Rehabilitation

Pillsbury has an active rehabilitation program, which commences immediately following an injury at work. The purpose of rehabilitation or return to work programs is to assist an injured employee in an early and safe return to work.

It is an employee's responsibility to co-operate in a rehabilitation/return to work program which may include alternative or modified duties. Employee co-operation is also required to assist a fellow employee on a rehabilitation/return to work program.

**20. OCCUPATIONAL HEALTH AND SAFETY**

The Company, the Union and the employees are committed to complying with the *Occupational Health and Safety Act 1983* (NSW) as amended from time to time.

**21. DISCIPLINARY PROCEDURE**

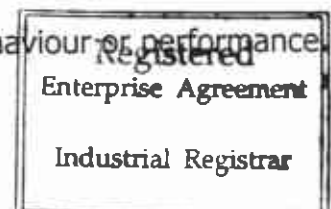
(a) The Company requires all employees to:

- (i) maintain a fair and reasonable output of work;
- (ii) protect Company property;
- (iii) co-operate willingly with the Company;
- (iv) act in a fair and reasonable manner towards fellow employees; and
- (v) to comply with all reasonable instructions from a supervisor/manager.

(b) Procedural Steps:

When an employee's performance in any area is of a standard unacceptable to the Company, disciplinary procedures will follow. Disciplinary procedures should be corrective in nature.

- (i) Firstly, a verbal warning shall be given.
- (ii) On a second disciplinary occurrence, a first written warning shall be given.
- (iii) On a third disciplinary occurrence, a final written warning shall be given.
- (iv) Further instances of unsatisfactory behaviour or performance may lead to the employee's dismissal.





(c) Procedural Requirements:

- (i) All warnings should be forwarded to the HR Manager by the Team Leader/Manager for inclusion in the employee's file. A verbal warning shall remain valid for a period of 6 months, and a written warning shall remain valid for a period of 12 months.
- (ii) Warnings shall be issued in formal surroundings by the Team Leader/Manager (after discussion with the HR Manager) with the employee having the opportunity to have a delegate present if the employee so wishes.
- (iii) Written warnings shall outline the nature of the unsatisfactory behaviour or performance. Written warnings shall only be issued by management with the HR Manager present.
- (iv) Warnings issued consecutively under this disciplinary procedure need not be for a repetition of the same offence, but may be for offences of a dissimilar nature.
- (v) The Company may in appropriate circumstances dismiss an employee or provide an employee with a final warning without taking the steps set out in clause 21 (b) above.

(d) The Company disciplinary procedures shall not apply in cases of misconduct which warrant summary dismissal.

(e) Grievance process:

In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with the Disputes Avoidance Procedure provisions of this Agreement.

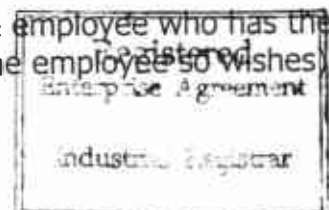
## 22. DISPUTES AVOIDANCE PROCEDURE

22.1 The following procedure for the settlement of grievances and disputes shall apply to any matter in dispute between the Company, employees and the Union:

Stage 1 - The employee who has the grievance and his/her immediate supervisor/team leader should confer. The supervisor/team leader will record the details of the matter or dispute in writing and make a genuine effort to resolve the matter.

Stage 2 - Should the matter not be resolved, the employee who has the grievance, the union delegate (if the employee so wishes) and the immediate supervisor/team leader shall confer, where all efforts shall be made to resolve the matter at this level.

Stage 3 - Should the matter not be resolved, the employee who has the grievance and the union delegate (if the employee so wishes), shall



raise the matter with the appropriate manager, in the presence of the Human Resources Manager.

Stage 4 - Should the matter not be resolved, the employee who has the grievance, the union delegate and/or the local union organiser/official (if the employee so wishes), shall confer with the Human Resources Manager with a senior Manager or, an authorised representative of management who can constructively contribute to resolve the dispute.

Stage 5 - Should the matter not be resolved, the union delegate, union organiser and union branch secretary shall confer with the authorised Company officers.

Stage 6 - If the matter cannot be resolved by the parties it may then be referred to the ~~Australian~~ Industrial Relation Commission for arbitration. <sup>New South Wales</sup>

*Handwritten initials*

**22.2** Whilst the above procedures are being followed:

- (a) Work shall continue normally in accordance with the Agreement; and
- (b) The situation existing immediately prior to the dispute or matter giving rise to the dispute, shall remain.

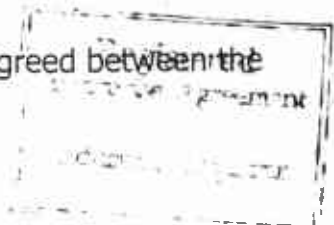
## **23. RIGHT OF ENTRY**

### **23.1 Right of Entry of Union Officials**

Duly authorised union officials will have the rights of entry as provided under the *Industrial Relations Act 1996* (NSW), and *Workplace Relations Act 1996* (Cwth).

### **23.2 Shop Stewards (Union Delegates)**

- (a) Where an employee is elected by the employees as union delegate and that employee's name is forwarded, in writing, by the Union to the Company, the union delegate shall be allowed, by the Company, such time as is necessary to interview the Company's representatives, or to have delegate meetings, on the matters affecting the members the delegate represents, provided that authorisation is first sought from the relevant supervisor by the Union delegate where any interference with work commitments may be involved.
- (b) The Company shall recognise one delegate only on each shift. A co-delegate will only be recognised in the absence of the delegate.
- (c) Notwithstanding subclause (b) of this clause, the Company shall recognise both delegate and co-delegate in the event of a serious matter being raised.
- (d) The duties and rights of delegates shall be as agreed between the Company and the union delegates.




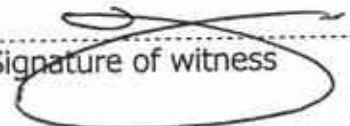
- (e) Accredited union representatives (maximum of 2) may be allowed reasonable time off with pay to attend approved trade union educational programs, by seeking the prior approval of the Company.

**24. NO EXTRA CLAIMS**

The parties agree that the wage increases and other improvements in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Union or employees, and that no further claims will be made during the currency of this Agreement.

**SIGNED** for and on behalf of  
**NATIONAL UNION OF WORKERS**  
**NEW SOUTH WALES BRANCH** in the  
presence of

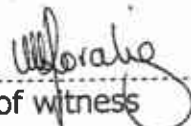
)   
)  
) Signature of officer

Signature of witness  
  
Name of witness (print)  
FRANK BELAND, J.P.

FRANK BELAND  
Name of officer (print)  
STATE SECRETARY  
Office held

**SIGNED** for **PILLSBURY AUSTRALIA**  
**PTY LIMITED** by an authorised officer  
in the presence of

)   
)  
) Signature of officer

Signature of witness  
  
Name of witness (print)  
MARIA KORALIS

STEPHEN LOH-  
Name of officer (print)  
PLANT MANAGER  
Office held

16 May 2001.

