

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/181

TITLE: Richmond Dairies Pty Ltd Casino Site Enterprise Agreement 2004-2007

I.R.C. NO: IRC5/2654

DATE APPROVED/COMMENCEMENT: 6 June 2005 / 29 July 2004

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 12 August 2005

DATE TERMINATED:

NUMBER OF PAGES: 30

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Richmond Dairies Pty Ltd, located at the Casino Site in the State of New South Wales, who fall within the coverage of the Norce Co-operative Consent Enterprise Award.

PARTIES: Richmond Dairies Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch

RICHMOND DAIRIES ENTERPRISE AGREEMENT 2004 - 2007

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MONETARY RATES

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PART A

2. Title

The Agreement shall be known as the "Richmond Dairies Enterprise Agreement 2004 - 2007", otherwise referred to herein as the "Agreement".

3. Parties Bound

The Parties to this Agreement are Richmond Dairies Pty. Ltd. (the Company), the Australasian Meat Industry Employee Union, Newcastle and Northern Branch, the Automotive, Food, Metals and Engineering Union, New South Wales Branch, the Electrical Trades Union, New South Wales (the Unions).

4. Relationship to Parent Award

This Agreement will regulate the terms and conditions of the employees for the life of the Agreement. To the extent of any inconsistency between this Agreement and the Norco Co-operative Ltd, Consent Enterprise Award 1996 - 1998, the terms of this Agreement will override the award.

It shall apply to employees of Richmond Dairies Pty. Ltd. employed at Casino in the state of New South Wales, in the classifications specified herein.

5. Date and Period of Operation

This Agreement shall operate from the first pay period commencing 29th July 2004 and shall remain in force until 30th June 2007.

The parties agree to the process of collective bargaining and agree that negotiations on the renewal of this Agreement shall commence no later than (3) three months prior to the expiry of this Agreement.

The parties are committed to the maintenance of the existing collective process of negotiations of all employment conditions. This company undertakes not to implement individual contracts or Australian Workplace Agreements during the life of this Agreement.

6. Preamble

The parties agree the objectives of this Agreement are to facilitate the:

- 6.1 efficiency and productivity of the Company's business for the benefit of its employees, customers, shareholders and community at large;
- 6.2 profitable manufacture of the highest quality products at the lowest cost;
- 6.3 development and maintenance of a harmonious and mature consultative relationship.
- 6.4 The parties recognize that important in achieving these objectives is:
 - 6.4.1 A consultative environment in which all employees, care about their jobs and each other, have the opportunity to achieve their full potential, take pride in themselves and their work and benefit from the success of their efforts;
 - 6.4.2 the need for flexibility of jobs and duties within and between work areas, subject only to limitations imposed by individual skill levels.

- 6.5 The parties to this Agreement therefore agree:
- 6.5.1 to accept respective responsibilities for health and safety in the workplace under Occupational Health and Safety legislation.
 - 6.5.2 that the parties will work cooperatively towards the objectives of the Agreement for all Company employees;
 - 6.5.3 that employees will carry out all duties as are within the limits of their skill, competence and training;
 - 6.5.4 that the parties will take all steps necessary to avoid any action which disrupts continuity of production by resolving concerns effectively and speedily through use of the consultative mechanism and an agreed dispute settlement procedure;
 - 6.5.5 That employees will cooperate in the implementation of quality assurance, production efficiency and productivity measurement techniques;
 - 6.5.6 That employees will participate positively in a full audit of the workforce's skills;
 - 6.5.7 All unions are to form and act as a single bargaining unit;
 - 6.5.8 That employees will assist with training other employees in accordance with guidelines developed by the parties;
 - 6.5.9 The practice that occurs at Casino site which allows employees to transfer between sections or departments will continue;
 - 6.5.10 The Company shall take steps to ensure that the enterprise has the benefit of a stable and committed workforce;
 - 6.5.10.1 Measures to protect the employees' accrued entitlements.
 - 6.5.10.2 Measures to increase the security of employees' employment. The parties recognize that the Company's commitment does not amount to a guarantee of no redundancies during the life of the Agreement.
 - 6.5.10.3 Where commercially sensible, increase its investment in the productive capacity of the enterprise.
 - 6.5.10.4 Measures aimed at ensuring that employees are appropriately trained in all aspects of work including occupational health and safety.
- 6.6 The Company is an equal opportunity employer and confirms its intention to continue to treat all employees, current and potential, fairly in respect of:
- Gender
 - Sex (including pregnancy)
 - Marital Status
 - Race, colour or religious background, descent or nationality
 - Disability
 - Sexuality - actual or presumed
 - Age
 - Political Opinion

The Company does not and will not tolerate direct or indirect discrimination of any kind.

The Company will maintain the direct employer/employee relationship with its workforce, unless otherwise specified elsewhere in this Agreement.

- 6.7 The parties are committed to promoting the Australian Manufacturing Industry and will endeavour to ensure that where practicable Australian Goods and products will be used.

7. Contract of Employment

The Company and the employee shall comply with the conditions contained in this Agreement and Company Policies and Procedures.

- 7.1 An employee shall be engaged either full time, part time or casual. With the exception of casuals each employee shall be notified in writing before commencing work of the nature of their employment with the Company.
- 7.2 Permanent Full-time. Shall mean a weekly employee directly employed by the Company for 38 hours each week. Appointment is subject to a three (3) month probationary period.
- 7.3 Permanent Part -Time. A Part Time employee is a person, paid weekly, with a contract of employment based on less than 38 hours per week. The Company will provide a minimum of 20 hours per week, with work done on any day that exceeds 8 hours to be paid at the appropriate penalty rates. Hours of work should be notified the previous day and to be based on a weekly schedule. Part-time employees working less than eight hours on any day may be offered additional hours of work, up to a total of eight for the shift, prior to completion of that rostered shift. These additional hours will be paid at ordinary rates. The total number of ordinary hours will not exceed thirty eight in any week. A part time employee shall receive all the benefits of a weekly employee in proportion to the hours they work. Appointment is subject to 3 month probationary period.
- 7.4 Numbers of Part-time employees will form part of the three monthly manning level reviews. If a Part-time employee has worked an average of thirty eight hours during a six month period that employee's employment will be formally reviewed by management and the appropriate union representative.
- 7.5 For all employees, (other than casuals,) employment shall be terminated with a week's notice by employee and the statutory notice period by the Company, or the forfeiture of a week's pay in lieu of notice as the case may be. Casuals can be terminated after working their guaranteed four (4) hours.
- 7.6 Casual Employee shall mean an employee engaged by the hour.
- 7.6.1 For all ordinary time worked on any one day, a casual employee as defined shall be paid at an hourly rate ascertained by dividing the weekly rate prescribed for an employee of the level at which he/she works by 38, plus 25%. This ordinary hourly rate shall be in lieu of entitlements to paid Sick Leave, Annual Leave (1/12th annual leave component), Annual Leave Loading, Holidays or other forms of paid leave (excluding Long Service Leave and other forms of unpaid leave) for all hours worked other than overtime.
- 7.6.2 Any penalty rates or loading, excluding overtime, that are provided by this Agreement shall be paid in addition to, and calculated separately from, the base casual loading of 25%.
- 7.6.3 Casual employees shall be guaranteed four (4) hours pay at the casual rate for each start.
- 7.7 The parties to this Agreement will work towards minimising the use of casuals and labour hire, as far as is practicable.
- 7.7.1 Casual employees may be employed by the Company for purpose of carrying out unplanned work requirements and covering absenteeism, peak workloads and project work. If a casual employee has worked continuously for a maximum of six months, management will formally review that employee's employment.
- 7.7.2 The formal review will determine whether the job is required on an ongoing basis. If the job is required on an ongoing basis the employee will be made permanent.

If the Company believes that there may not be ongoing permanent employment, the 6 month period may be extended.

7.7.4 Permanent manning levels will be reviewed on a 3 monthly basis

7.7.5 A break in an employee's continuity of service will not occur simply to avoid provisions of this clause.

7.8 To meet production requirements from time to time the Company may require a pool of casual labour employed by a labour hire Company.

7.9 Labour hire staff will only be employed to cover absenteeism, unplanned work requirements, peak workloads (not including seasonal sustained peaks) and special projects.

A labour hire Company will employ staff on the following terms:

7.9.1 The wages, term and conditions paid to employees of the labour hire Company shall be those contained in this Agreement. The wage rate increase for labour hire workers is effective from the date of employee approval of the Agreement.

The Company shall directly employ maintenance employees to carry out the routine maintenance work associated with the efficient running of the Company's production operations. Contractor/labour hire shall be hired for absenteeism, long service leave, special projects and peak workloads at conditions no less advantageous than apply to the Company employees.

7.9.2 This clause shall not affect the right of the Company to:

Not pay for any day the employee cannot be usefully employed because of any strike or through a breakdown in machinery or any stoppage of work for which the Company cannot reasonably be held responsible, after consultation with the employees. Provided that such standing down shall not be deemed a break in the continuity of the employment of the employee for the purpose of any rights under this Agreement.

7.10 Stand down an employee and deduct payment for any day or portion thereof during which an employee is stood down by the Company as a result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct, including theft, physical or verbal provocation of another person, use of alcohol or drugs, on the part of the employee;

7.11 Dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty, or misconduct and in such cases wages shall be payable up to the time of dismissal only.

7.12 Abandonment of employment. The absence of an employee from work for a continuous period of three days without notification to the Company will be deemed abandonment of employment and the employment contract ceases and wages shall be paid up to the last time of work. The Company shall make all reasonable effort to contact the employee during this period:

7.12.1 In the first instance a phone call shall be made to the employees;

7.12.2 A letter shall be sent by registered mail to the employees address.

8. Working Conditions

Hours of work.

8.1 The span of ordinary hours of a day worker shall be between the hours of 6am and 6pm, Monday to Friday inclusive.

The employer shall fix the daily starting and finishing times.

Employees shall be given advice of their start and finishing times. This shall not be altered except by one week's notice or by mutual Agreement of the majority of the employees impacted by the change in the section in the section.

Ordinary hours other than a normal eight hour shift shall be formalised in a written Agreement following consultation between management, employees and their on site representatives. A copy shall be forwarded to each union office.

8.2 Shift worker shall mean an employee, other than a day worker, working on a one, two or three shift system.

8.3 Employees who are shift workers shall in addition to their ordinary rate of pay for each shift be paid an allowance of:

early morning shift	15%
afternoon shift	15%
night shift	30%
fixed night shift	\$1.00 extra/shift

8.4 Maintenance employees who are shift workers shall be entitled to the following:

8.4.1 For work in a period of less than five consecutive afternoon or night shifts shall be paid 50% in addition to the ordinary rate of pay for the first three hours and then 100% in addition to the ordinary rate of pay thereafter.

8.4.2 Maintenance employees on night shift that does not rotate with another shift or day shift so as to give him or her at least one third of working time of night shift in each shift cycle shall be paid 30% in addition to the ordinary rate of pay.

8.5 For the purpose of this Clause:

8.5.1 Early morning shift shall mean a shift finishing after 9.00am and before 2.00pm and for the purposes of preparing mix may commence at 4am.

8.5.2 Afternoon shift shall mean a shift finishing after 6.00pm and at or before midnight.

8.5.3 Night shift shall mean a shift finishing subsequent to midnight and at or before 9.00am.

9. Meal Breaks

9.1 Day workers shall be allowed not less than thirty minutes nor more than one hour for an unpaid meal break between the 3rd and 5th hour of work on each working day for the purpose of taking a meal. Such meal breaks may be staggered within each particular work area in order that full production may be maintained wherever possible.

9.1.1 Shift workers, shall be allowed an interval of twenty minutes each shift for crib at a time agreed upon by the Company and the union, such interval to be counted as time worked and paid for as such.

9.1.2 An employee who is called upon to work for more than one hour after or before his/her normal ceasing time shall be allowed not less than 30 minutes for a meal break (or twenty minutes for a crib in the case of shift workers) which shall be taken immediately after the normal ceasing time.

9.1.3 An employee who is required to work overtime before or after his/her ordinary hours for more than one hour without being notified on the previous day that he/she will be so required to work shall be paid the applicable meal allowance.

- 9.2 If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he/she shall be paid as above prescribed for meals which he/she has provided but which are surplus.

In the case of a position that requires continual monitoring and allows the employee to complete their meal at their workstation, the employee shall be paid at a rate of double time for the meal period.

When an employee is requested by the Company to interrupt, or work through, their meal period on a case by case basis e.g. breakdowns, change of production schedule, the employee shall be paid at a rate of double time until they are released to complete their meal period.

9.3.1 Not more than five hours shall be worked without a break for a meal or interval for crib.

9.3.2 Any payment for a meal under this clause shall be in addition to any overtime payment.

10. Rest Pauses

- 10.1 A rest pause of fifteen minutes during the first part of the shift and a rest pause of fifteen minutes during the second part of the shift shall be allowed each employee. Following consultation this may be in any configuration not exceeding thirty minutes.
- 10.2 Rest pauses shall be taken at such times as may be mutually arranged between the Company and the employees concerned, and may be staggered to suit the particular work requirements of each section so that full production levels may be maintained.
- 10.3 Rest pauses shall be counted as time worked and shall be paid for as such.

11. Wages

- 11.1 The minimum wage rates shall increase by 5% effective from 29th July 2004, with a further increase of 4% effective from 1st July 2005 and 4% effective from 1st July 2006. Full details are set out in Part B Appendix 1.
- 11.2 Adults

The minimum rate of wages for adult weekly employees during the life of this Agreement, including the basic wage in the undermentioned gradings, are set out in Part B Appendix 1 as follows:

Production Employee 1	Item 1
Production Employee 2	Item 2
Production Employee 3	Item 3
Production Employee 4	Item 4
Foreperson	Item 5
Employees Grading and Taking Delivery of Milk at Farms	Item 6
Maintenance Employee 1	Item 7
Maintenance Employee 2	Item 8
Maintenance Employee 3	Item 9
Maintenance Employee 4	Item 10

- 11.3 Juniors

Junior employees may be employed in any work area, which is agreed between the parties. A junior employee shall be paid according to age, a percentage of the adult rate of the relevant skill level as follows:

Under 16 years of age 51%
Under 17 years of age 58%
Under 18 years of age 67%
18 years and over Adult rate

Annualised Salaries

Annualised salaries may be introduced for employees in parts of the operation during the life of this Agreement. The terms upon which the annualised salaries will be introduced will be determined by Agreement between the Company, the employee and their representative if required.

12. Allowances

Applicable from 29th July 2004.

12.1 Leading Hands - Production Employees

Dairy production employees engaged as leading hands shall in addition to the appropriate rate of pay prescribed by this Agreement be paid the amounts set out below:

Production Leading Hand 3 - 10 Employees - \$16.79 per week

In charge of more than ten employees \$27.98 per week

12.2 Leading Hands - Maintenance Employees

Maintenance employees engaged as leading hands shall in addition to the appropriate rate of pay prescribed by this Agreement be paid the amounts set out below:

In charge of three and up to ten employees \$20.82 per week

In charge of eleven and up to twenty employees \$31.15 per week

In charge of more than twenty employees \$39.51 per week

Provided that this sub clause shall not apply to an employee as a head packer (unless such employee is in charge of other than packers); Production Team Coordinator; Store person in charge.

12.3 A driver of scammell, articulated, semi-articulated vehicle or a driver of a vehicle with a trailer attached shall in addition to his/hers ordinary classified rate of pay be paid (per week) at the rate of:

12.3.1 Where the semi-trailer has a single axle - \$21.04 per week

12.3.2 Where the semi-trailer has more than one axle - \$25.63 per week

12.4 Employees employed clearing or cleaning drying boxes shall be paid a rate of \$0.38 per hour for each wet clean and shall be paid a rate of \$0.38 per hour for each dry clean

12.5 Employees operating more than two condenser or evaporating pans or ovens shall be paid a rate of \$2.77 per week per pan or oven extra

12.6 Employees washing condenser pans, condenser or vacuum holding vats or evaporators shall be paid a rate of \$0.12 per hour for each flying clean and shall be paid a rate of \$0.43 per hour for each full cleaning.

12.7 Junior employees operating the majonnier test shall be paid \$4.80 per week.

12.8 Junior employees working in a laboratory, other than one employed as a cleaner or a bottle washer shall be paid \$2.90 per week.

12.9 An employee operating a pedestrian stacker under conditions specified in Clause 12.15 shall be paid an additional amount of \$7.58 per week.

12.10 An employee operating a pedestrian stacker shall be paid an additional amount of \$5.60 per week.

- 12.11 An employee operating a pedestrian forklift shall be paid an additional amount of \$4.14 per week.
- 12.12 First Aid Allowance. An employee who has been trained to render First-Aid, who is the current holder of an appropriate first aid qualification (such as a certificate from St John Ambulance or similar body) and has been appointed by the Company (such as a certificate from St John Ambulance or similar body) shall be paid the rate of \$9.50 per week.
- 12.13 Laundry Allowance. The Company may launder employees' Company-issued protective clothing or uniform clothing or provide washing facilities for the use of employees in working time to wash clothing. If the Company decides not to provide the facilities or launder employee's clothing, then each employee shall be paid a rate of \$4.47 per week.

12.14 Meal Allowance

An employee who is required to work overtime before or after his/her ordinary hours for more than one hour without being notified on the previous day that he/she will be so provided to work shall be paid a meal allowance of \$9.40 per meal.

12.15 Cold Room

An employee working in an area at an artificially reduced temperature of less than minus two degrees Celsius shall be paid an allowance of \$0.15 per hour. An employee working in an area at an artificially reduced temperature of less than minus one degree Celsius shall be paid an allowance of \$0.26 per hour.

All allowances to increase by the same percentage as wage increases paid on 1st July 2005 and 1st July 2006.

13. Hours of Work

13.1 Day Workers:

13.1.1 The ordinary working hours of a day worker, shall be thirty eight hours per week to be worked continuously except for meal breaks, Monday to Friday inclusive, between the hours of 6am and 6pm.

13.1.2 Following discussions and Agreement between the parties to this Agreement, a majority of the employees concerned and the Company may mutually agree upon starting and ceasing times between the prescribed hours. Ordinary working hours other than 8 per day shall be formalised and set down in a written Agreement by the parties.

13.1.3 Shift Workers

13.1.3.1 The ordinary working hours of shift workers shall not exceed an average of:

13.1.3.2 thirty eight per week; or

13.1.3.3 seventy six in fourteen consecutive days; or

13.1.3.4 one hundred and fourteen in twenty - one consecutive days; or

13.1.3.4 one hundred and fifty two in twenty - eight consecutive days.

13.1.4 Notwithstanding the spread of hours prescribed for day workers by sub clause 13.1.1 of this clause, the Company and the unions, parties to this Agreement, may implement mutually agreeable shift work provisions in any work unit to meet the circumstances of that work unit.

- 13.1.5 Notwithstanding anything elsewhere contained in this clause the start time of shift workers may be varied by the Company with seven days notice, or otherwise with the Agreement of the majority of employees in the work unit for the purposes of meeting the Company's needs.
- 13.1.6 All Employees
- 13.1.6.1 Notwithstanding other provisions of this clause the Company may implement a thirty eight hour week, based on the needs of the business, in any one of the following ways:
- 13.1.6.2 One day off after 19 days (when the provisions of Clause 14 - Thirty Eight Hour Week, of this award shall apply), or
- 13.1.6.3 Any other agreed method of implementation.
- 13.1.7 The Company shall advise the secretary of the respective Union, if requested, details of the hours of work from time to time effective, for day workers and shift workers.

14. Thirty Eight Hour Week

Subject to Clause 13 - Hours of Work, the Company may implement the hours provision in one of the following ways:

14.1 One day off after 19 days:

- 14.1.1 The Company may require employees to work up to 8 ordinary hours per day with the additional time in excess of 7 hours 36 minutes being aggregated for accrued leisure time which shall fall due after 19 ordinary week days, Monday to Friday, including paid public holidays, paid sick days, paid bereavement leave, and paid jury service, subject to the following conditions and limitations;
- 14.1.2 The day off shall be on a fixed roster basis, unless otherwise agreed between the Company and the employees in the work unit concerned. Payment for the day off will be the basis of 0.4 hours for each day worked. For payment purposes "a day worked" shall include paid sick leave, paid public holidays, paid jury service, paid bereavement leave and leisure days, but shall not include annual leave, an extended period of absence on workers' compensation, long service leave, unpaid sick leave or unpaid leave.
- 14.1.3 The Company shall prepare a roster of days to be taken off as leisure time which will always remain as a notice of advise.
- 14.1.4 The Company, with the Agreement of employees concerned, may substitute the day employee(s) are to take off for another day.
- 14.1.4.1 An employee on planned leisure time off which coincides with a stand down or strike day, shall be paid for the credit of leisure time which was rostered off.
- 14.1.4.2 In the event of sickness occurring on pre-arranged leisure time, no sick leave deductions will be made, however the employee shall be paid the leisure payment for that day.
- 14.1.4.3 For the purposes of leisure time all allowances (except shift work allowances) shall be paid as actually worked.
- 14.1.4.4 All accrued credits as a result of the 0.4 hours credit towards leisure time will be paid out on the termination of each employee's employment.

14.1.4.5 Payment for a public holiday which falls on a rostered day off or a short day will be for the ordinary hours the employee would have received had he/she been at work on that day. The rostered day off or short day may be rescheduled by Agreement between the Company and the majority of employees in the work unit.

14.1.4.6 Where the Company and the employee agree, rostered days off, which occur as a result of employees working in accordance with the provisions of this sub clause, may accumulate to a maximum of 5 days. These accumulated days may be taken at any time mutually agreed between the Company and employee and shall be taken within 6 months of accrual.

14.2 Other Agreed Methods of Implementation

14.2.1 The Company and the union may agree upon a different method of implementation which may apply to various groups of employees or all employees in a department or section which is consistent with these principles including averaging of hours over an agreed roster period.

15. Uniforms

15.1 The Company shall supply, free of cost, three sets of uniforms and head covers to each employee; provided that if an employee can show to the Company's satisfaction that his/her clothing is subject to excessive wear and tear because of duties entailed in the position the Company shall supply to the employee such additional clothing as is reasonably necessary.

15.2 Where the duties of an employee require the use of gloves they shall be supplied free of cost by the Company.

15.3 Subject to other conditions of this sub clause, an employee whose work is performed under wet conditions or who works in all weathers shall be supplied, free of cost, according to the nature of his/her work, with waterproof aprons, gum-boots or oilskins. Wet conditions mean conditions in which clothing or boots of an employee would in the absence of protective clothing, become saturated with moisture in the course of his/her work.

Where the employee and the Company agree that the Company will supply, free of cost to an employee leather boots because of the wetness associated with the employee's work and the Company so supplies such leather boots, the Company shall not be required to supply to the employee gum-boots.

Upon termination of employment an employee shall be required to return to the Company the articles last issued to he/she in pursuance of this Clause and in the event of his/her failure to do so without reasonable cause or excuse, the Company shall be entitled to deduct from any monies due by he/she to the employee a fair and reasonable sum for the value of such articles as at the time of the termination of employment.

16. Overtime

16.1 All time worked outside the ordinary rostered working hours shall be overtime, and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter; provided that a shift worker called upon to work on a rostered day off, other than Sunday, or a day worker on a five-day week, Monday to Friday inclusive, called upon to work on Saturday shall be paid time and one-half for the first two hours and double time thereafter for work on such rostered day off or Saturday respectively.

16.2 Employees are required to work reasonable overtime.

16.3 An employee who is directed and does attend to work overtime at the hours required by the Company on Saturday, Sunday, his/her rostered day off, 25 December or Good Friday shall be paid a minimum of four hours at the appropriate rates of pay.

- 16.4 Where overtime commences on one calendar day and extends into the following calendar day, the whole period of overtime shall be deemed to have been worked on the former day for the purposes of calculation of overtime.
- 16.5 An employee who is called back to work overtime after leaving the Company's premises (whether notified before or after leaving the premises), shall be paid a minimum of four hours at double time.
- 16.6 Rest Period After Overtime
- When overtime is necessary, it shall wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty (or ordinary shift length) between the work of successive days. An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours (or ordinary shift length) off duty between those times shall, subject to this sub clause, be released after completion of such overtime until he/she has had ten consecutive hours (or ordinary shift length) off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Company such as employee resumes or continues work without had such ten consecutive hours (or ordinary shift length) off duty, shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until he/she has had ten consecutive hours (or ordinary shift length) off duty without loss of pay for ordinary working time occurring during such absence.
- 16.7 The requirement to have a ten consecutive hour rest period after overtime may be varied by mutual agreement between the employee and the Company.

17. Mixed Functions

An employee if employed on a higher class of work shall be paid at the higher rate for all time worked at the higher duty, provided that if the employee is so employed for more than two hours on any day he/she shall receive the wages for the higher class of work for the whole of the day and if he/she is so employed for ten hours or more in any pay week the employee shall be paid the higher rate for the whole of that pay week. If an employee is called upon to work on a class of work carrying a lower rate of pay he/she shall suffer no reduction.

18. Saturday and Sunday Work

- 18.1 All time worked on Saturday which is not overtime, shall be paid for at the rate of time and one-half.
- 18.2 All time worked on Saturday, which is overtime, shall be paid for in accordance with Clause 16 - Overtime, of this Agreement.
- 18.3 All time worked on Sunday which is not overtime, shall be paid for at the rate of time and one-half.
- 18.4 All time worked on Sunday which is overtime, shall be paid for at the rate of double time.
- 18.5 Any employee who is directed and does attend for duty on Sunday at the hours required by the Company and which is not included in his/her ordinary rostered hours of the week, shall be paid a minimum of four hours at the appropriate rate of pay.

19. Holidays

- 19.1 Employees shall be entitled to the following public holidays without loss of pay:

New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labor Day, Christmas Day, Boxing Day, the Picnic day of the union and any day proclaimed and observed as a public holiday in NSW.

- 19.2 The union Picnic Day, generally observed on the first Monday in November each year will be taken at a date mutually agreed between the employee and the Company.

- 19.3 Payment for working on a Public Holiday will be at the rate of double time and a half except for Christmas Day, Good Friday and Anzac Day which will be paid at the rate of triple time.
- 19.4 Any employee, other than a casual employee, who is directed and does attend for duty on a holiday, at the hours required by the Company, and which is not included in his/her ordinary rostered hours for the week shall be paid a minimum of four hours at the appropriate rate of pay for each holiday worked.
- 19.5 An employee absent without leave or reasonable excuse on the working day before a holiday prescribed herein, or the working day after such holiday shall forfeit wages for the days of absence and for the holiday.

20. Annual Leave

20.1 Annual Leave

20.1.1 As per the (NSW) *Annual Holidays Act 1944*.

20.1.2 Entitlement: 4 weeks/152 hours of leave for each completed year of service.

20.1.3 An annual leave loading of 17.5% shall be paid when leave is taken.

Leave loading shall only be paid on annual leave that is accrued and taken.

20.1.4 Employees, who worked on night shift, shall receive a 30% annual leave loading pro rata to the period they have spent on shift.

Seasonal workers annual leave and annual leave loading will be accrued on pro-rata basis on ordinary hours worked and shall be paid at the termination of their employment period.

On termination of employment, accrued annual leave and annual leave loading will be paid.

The Company may temporarily close down their business once annually and instruct employees to take any leave due for that period. A month's notice of the close down must be given to affected employees. Any employee not having a full year's leave entitlement must take leave without pay for the balance of the close down period. The Act provides a pro rata payment in these circumstances.

Leave in advance of entitlement will not be approved.

20.1.5 Permanent part-time Employees shall receive 4 weeks/152 hours of annual leave for each completed year of service calculated and paid on a pro-rata basis based on actual days worked.

21. Long Service Leave

Long Service Leave entitlements shall be as per the NSW *Long Service Leave Act 1955*. Calculations for permanent part-time shall be calculated on a pro-rata basis based on actual days worked.

22. Sick Leave

22.1 An employee, in continuous service with the Company, who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary rate of pay for the time of such non attendance subject to the following:

22.2 An employee shall not be entitled to paid leave of absence for any period in respect of which is entitled to workers' compensation, provided however, that the Company shall pay to such an employee, if the employee so requests, and who has sick leave entitlement under this clause, the difference between the

amount received as workers' compensation and full pay. If the Company pays such difference the employee's sick leave entitlement under this clause shall, for each week during which such difference is paid be reduced by that proportion of thirty eight hours which the difference paid, bears to full pay.

- 22.3 Entitlement for full time employees shall be five days in the first year of employment and 10 days in the second and subsequent years.
- 22.4 Permanent, part time and seasonal employees who are absent from their work on account of personal illness, or on account of injury by accident, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations.
 - 22.4.1 An employee shall, as soon as is reasonably possible and preferably no later than 1 hour prior to the commencement of the employees shift shall notify their immediate supervisor of such absence and state the nature of the illness or incapacity, so as to allow the Company to make alternative arrangements.
 - 22.4.2 The employee shall prove to the satisfaction of the Company that they were unable, due to illness or injury, to attend for duty, for the period for which sick leave is claimed. This may require a certificate from a duly qualified medical practitioner or statutory declaration and will require a certificate after two days absence.
 - 22.4.3 The rights under this clause shall accumulate from year to year so long as the employment continues with the Company so that any part of leave pursuant to paragraph 24.4 hereof, 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.
- 22.5 For the purpose of this Clause, continuous service shall be deemed not to have been broken by:
 - 22.5.1 any absence from work on leave granted by the Company; or
 - 22.5.2 any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee).

23. Payment of Wages

- 23.1 All wages employees shall be paid fortnightly in the companies time, no later than Friday of each fortnight provided, however, that the pay period specified herein may be varied at any time by Agreement between the Union and the Company, but at no time will the Company hold more than four days in hand.
- 23.2 The Company may elect to pay the employee by cheque, direct deposit to personal account by electronic funds transfer or cash.

24. Accommodation

- 24.1 The Company shall provide for the use of employees:
 - 24.1.1 a changing room containing hot and cold showers;
 - 24.1.2 adequate lockers fitted with lock and key;
 - 24.1.3 where females are employed a rest room with suitable resting facilities for their use;
 - 24.1.4 An area where breast-feeding mothers can express milk if required.
 - 24.1.5 facilities for boiling water for meals and at rest pauses (unless boiling water is supplied by the Company);

24.1.6 where so requested by ten or more employees, who regularly use bicycles for transport to and from their employment, a suitable structure for storing bicycles with protection from sun and rain.

24.1.6.1 The Company, with the cooperation of the employees, shall cause all accommodation to be kept in a clean and sanitary condition.

24.1.6.2 The change room, washing and toilet areas for females shall be separate from that of males.

25. Bereavement Leave

25.1 An employee upon the death of a near relative shall be granted leave without loss of pay, as required by the employee on any one occasion in the case of a near relative not exceeding five days and in the case of other relatives not exceeding two days. This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

25.2 For the purpose of the clause, "near relative" means a parent or step-parent, spouse (including de facto), child (including step-child), brother, sister, mother-in-law or father-in-law, grandchildren,

25.3 "Other relative" means a son-in-law, daughter-in-law, other-in-law, sister-in-law, grandfather, grandmother, and grandparent in law, Uncle or Aunt.

25.4 Application for the extension of bereavement leave must be made to the relevant supervisor and will require approval from the General Manager.

26. Family Leave

26.1 Use of Sick Leave

26.1.1 An employee with responsibilities in relation to a person set out in shall be entitled to use, any sick leave entitlement for, absences to provide care and support for such person when they are ill, to attend to matters relating to the education of a child or to attend to legal business.

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

26.1.3 The entitlement to use sick leave in accordance with this sub clause is subject to 26.1.4 and 26.1.5.

26.1.4 the employee being responsible for the care and support of the person concerned; and

26.1.5 the person concerned being;

26.1.5.1 a spouse of the employee; or

26.1.5.2 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

26.1.5.3 a child or an adult (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

26.1.5.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

26.1.5.5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph;

26.1.5.5.1 "relative" means a person related by blood, marriage or affinity;

26.1.5.5.2 "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

26.1.5.5.3 "household" means a family group living in the same domestic dwelling.

26.2 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and 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 employer by telephone of such absence at the first opportunity on the day of absence.

26.3 Unpaid Leave for Family Purposes

26.3.1 An employee may elect, with the consent of the employer, to take unpaid leave, for a reasonable period of time, for the purpose of providing care and support to a class of person set out in 26.1.5 above who is ill.

26.3.2 An employee may elect, with the consent of the employer, to work make up time, for a reasonable period of time, for the purpose of providing care and support to a class of person set out in 26.1.5 above.

26.4 Annual Leave for Family Purposes

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

26.4.2 Access to annual leave, as prescribed in the above paragraph shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

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

27. Parental Leave

27.1 Shall apply to all permanent employees who have greater than 12 months continuous service with the Company.

This clause does not apply to casual employees

27.2 Entitlement

Shall be a total of 52 weeks unpaid parental leave in connection with the birth or adoption of a child. Entitlement is due to employees with at least 12 months service.

Parental Leave is:

27.2.1 Parental Leave

For the purposes of this Part, parental leave is maternity leave, paternity leave or adoption leave.

27.2.2 Maternity Leave

Maternity leave is leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity leave consists of an unbroken period of leave.

27.2.3 Paternity Leave

Paternity leave is taken by a male employee in connection with the birth of a child of the employee or of the employee's spouse. Paternity leave consists of:

27.2.3.1 an unbroken period of up to one week at the time of the birth of the child or other termination of the pregnancy (short paternity leave), and

27.2.3.2 a further unbroken period in order to be the primary care-giver of the child (extended paternity leave).

27.3 Adoption Leave

Adoption Leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of 5 years (other than a child who has previously lived continuously with the employee for a period of at least 6 months or who is a child or step-child of the employee or of the employee's spouse). Adoption leave consists of:

27.3.1 an unbroken period of up to 3 weeks at the time of the placement of the child with the employee (short adoption leave), and

27.3.2 a further unbroken period in order to be the primary care-giver of the child (extended adoption leave).

27.4 Notice Period

27.4.1 The employee should give at least ten (10) weeks' written notice of the intention to take the leave.

27.4.2 Ten (10) weeks' before proceeding on leave, give written notice of the dates on which he/she proposes to start and end the period of leave.

27.4.3 The employee must, give sufficient documentation to support the claim.

27.4.3.1 All other circumstances refer to the *Industrial Relations Act 1996*.

28. Community Service and Disaster Leave

28.1 The Company shall allow a Red Cross donor bus to visit the site on a designated day or allow employees to attend, without loss of pay, by appointment at a designated Casino Red Cross location for the purpose of donating blood.

28.2 The Company shall, during times of necessity, allow employees belonging to volunteer organisations to take community service leave. For the purposes of this clause, this may include but not limited to fire fighters, SES volunteers and CMR volunteers. This leave shall be without loss of pay not otherwise provided by the relevant organisation. Access to this leave shall be subject the approval of the employees' supervisor and written evidence shall be provided by the employee to the Company for each period of absence.

28.3 An employee, in continuous permanent employment with the Company, who is unable to attend for duty during his/her ordinary hours, by reason of flood, fire or natural disaster cutting off access to the workplace shall be paid up to three days ordinary pay during his/her period of absence. This clause shall not apply to casual and labour hire staff.

29. Unpaid Leave

- 29.1 Full time employees may apply for unpaid leave for any purpose provided that they may not seek or be engaged in employment during an unpaid leave period.
- 29.2 Unpaid leave will be granted in situations where the employee is required to take extended time off work to cope with a personal or family matter. The Company may require evidence of the reason for the leave.
- 29.3 Employees proceeding on unpaid leave may elect to have their leave accruals frozen until their return to work; or they may elect to have annual or long service leave accruals paid out on the commencement of the unpaid leave.

Application for unpaid leave must be made to the relevant supervisor and will require approval from the General Manager.

30. Trade Union Training Leave & Union Recognition

30.1 Trade Union Recognition and Training

30.1.1 During the life of the Agreement, the Company will:

- 30.1.1.1 Continue to recognise duly accredited union delegates at the enterprise upon notification by the Union to which the employee belongs to.
- 30.1.1.2 Allow union delegates paid time during work hours to attend to any matters affecting the employees they represent.
- 30.1.1.3 Provide an adequate and private meeting place and access to office facilities including phones, fax and copy machines.
- 30.1.1.4 Provide a designated notice board for the display of union material.

30.1.2 Union representatives shall be allowed paid time for the purposes of:

- 30.1.2.1 attending hearings at Industrial Tribunals
- 30.1.2.2 attending meetings to perform elected roles as specified under the Rules of the relevant union (e.g.) State Council, Regional Council or Committee of Management meetings with prior consultation and approval of the Company.

30.2 Trade Union Training Leave

Duly accredited representatives of the union shall upon written application to the employer be granted up to six days per annum, non cumulative, of accredited paid leave to attend courses conducted by the union. Wherever possible taking of such leave shall be arranged to minimise any adverse affect on the Company.

30.2.1 Applications for leave must be given to the employer at least four weeks in advance or a shorter period by agreement of the date of commencement of the course. The application shall contain the following:

Name of employee and relevant unions;

Period of time for which leave is sought;

Title, general description and structure of course;

Location

- 30.2.2 The employer shall advise the union within two weeks of receiving the application whether or not the leave has been approved. Leave shall not be unreasonably withheld.
- 30.2.3 The employer shall not be liable for incurring any additional expenses associated with the employee's attendance at such training.
- 30.2.4 For the purpose of this clause, paid leave earnings are defined as the relevant Agreement classification rate including supplementary payments, shift loadings and any other over Agreement payment.
- 30.2.5 Should the employer request proof of attendance at such courses, employees shall provide such proof within fourteen days.
- 30.2.6 Should any employee not attend a course due to illness, the employee shall receive payments in accordance with sick leave provisions provided under this Agreement.
- 30.2.7 For the purpose of this clause, all leave shall be counted as service.
- 30.2.8 Any dispute as to the operation of this clause shall be dealt with via the Disputes Settlement Procedure.

30.3 Right of Entry

The Company agrees that duly accredited officers of the parties to this Agreement shall have the right to enter the premises for the purpose of legitimate union business, including investigating suspected breaches of this Agreement or the *Workplace Relations Act 1996*. Officials shall report to the office on arrival and sign the visitor's book.

Wherever possible notice will be given of visits.

The Company agrees to site Union meetings without loss of pay to employees provided that meetings do not disrupt the general running of the site and length of time for the meetings to be agreed prior to commencement.

- 30.5 The Company shall continue the practice of providing employees with a payroll deduction option for payment of Union fees.

31. Superannuation

- 31.1 The Company shall, for each employee, contribute the appropriate percentage of the employee's ordinary weekly earnings as required by the Superannuation Guarantee (Administration) Act 1992 to one of the following superannuation funds, nominated by the employee:

- a) The Company Employees Superannuation Fund
- b) Meat Industries Employees Superannuation Fund
- c) Food Industry Superannuation Trust

The percentage of contributions is as per statutory requirements.

31.2 Definition - Ordinary Earning

"Employee's ordinary weekly earnings" means the Agreement classification rate including any over-award, supplementary payment and shift premium components.

- 31.3 Employees shall have the option to make additional re-tax contributions to the employee nominated superannuation fund through a salary sacrifice arrangement.

32. Jury Service

Employees attending for jury duty will be paid for ordinary hours foregone.

Employees in receipt of court reimbursement shall forward such monies to the Company.

Employees must notify their supervisor as soon as they are called to attend jury service and provide a copy of the notification from the Sheriff's Office to Human resources.

Travelling expenses paid whilst attending for jury duty can be retained by the employee.

33. Dispute Settlement Procedure

A procedure for the avoidance of industrial disputes shall apply in establishments covered by this Agreement.

The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.

- 33.1 A group of employees, or an individual employee, with any problem, complaint, query, misunderstanding or grievance, shall first raise the matter with the Supervisor of the work area. The Supervisor will make every effort to respond within 24 hours.
- 33.2 In the event that the matter remains unresolved, the employees shall then refer the matter to the Union Delegate who will attempt to resolve the matter with the Manager of the work area. The Manager will make every effort to respond within 24 hours.
- 33.3 In the event of failure to resolve the matter at job level, discussions will take place between a Union Organiser and a Senior Manager on the site.
- 33.4 If the matter is still unresolved, the Union Secretary or his/her representative will confer with Senior Management of the Company.
- 33.5 In the event of no Agreement still being reached, the dispute will be referred to the Industrial Registrar of New South Wales for resolution.
- 33.6 During the discussions, the "status quo" shall remain and work shall proceed normally in accordance with the Award and without stoppage or the imposition of any ban, limitation or restriction. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- 33.7 It is noted that the Parties would expect genuine safety issues to be resolved as a matter of urgency and that unsafe work obviously would not proceed.

34. Disciplinary Procedure

34.1 General Policy

Disciplinary procedures are directed towards ensuring all employees comply with Company policies and expectations. They are designed to correct and/or improve employee behaviour to achieve a high quality, safe and efficient work environment. This process will not apply to casual employees.

Employees may be disciplined through the following methods:

- 1. Informal Counselling
- 2. Formal Counselling
- 3. Formal Warning

4. Final Written Warning

5. Termination

The individual circumstances of each case will determine the level of discipline required.

Warnings will be considered to have lapsed after one year unless agreed otherwise by the industrial parties.

34.2 Application

The disciplinary procedures should be applied:

Promptly - with a minimum of delay

Consistently - regardless of who is involved

Objectively - focusing on the behaviour, not the employee.

34.3 Procedural Fairness

At any stage beyond informal counselling during the disciplinary process, the employee will be entitled to have a support person present if so requested.

34.4 Administration

The responsibility for the administration of the disciplinary procedure belongs with an employee's immediate manager. This requires managers to clearly understand Company rules and requirements and to inform their employees of these rules and requirements.

Diary notes will be made of any informal counselling where practicable. All written disciplinary records (copies of diary notes) will be forwarded to the Human Resources department for filing on employee personnel files. Employees may, on request, be given access to these files.

34.5 Disciplinary Process

34.5.1 Informal Counselling

This step should be most frequently used to outline relevant Company rules and requirements and identify training needs to assist to correct employees' misinterpretation or unacceptable behaviour. The same or similar conduct by the employee could progress to formal counselling.

34.5.2 Formal Counselling

This step requires a detailed discussion of an employee's inappropriate conduct and how the conduct is contrary to the relevant Company rules and requirements, any underlying reasons for the conduct and a participant's commitment to correct and/or improve the area of concern.

34.5.3 Formal Written Warning

Where any employee continues with inappropriate conduct after the formal counselling level, or engages in misconduct of a minor nature, the manager responsible should investigate the matter through the proper process and establish the reason, issue a formal warning and advise the employee that it will be recorded on to their file.

The above steps will be documented and contain the following:

What is required of the employee.

Where and how the employees conduct does not comply with the relevant Company rules or policy.

What is to be done by the employee to meet Company rules and policy and appropriate steps, which may assist the employee.

The likely results of failure to meet Company Rules or requirements.

A date to review the employee's conduct. All counselling/warnings to be reviewed at 1, 6 and 11 months. The outcome of the review will be documented and provided to the employee.

The duration of the warning will remain effective (12 months). At the 12 month review, the Company will outline in writing to the expectation required of the employee to ensure that there is not confusion in the future.

A copy of the counselling/warning should be given to the employee and the delegate, if appropriate.

34.6 Final Written Warning

Where any employee fails to meet Company rules and requirements after normal warning or engages in misconduct of a more serious nature the manager responsible should issue a final warning following an investigation through the agreed process.

Final written warning is the last step before termination of employment and should contain the following information:

A statement that the letter is written advice of a final warning.

Definition of the inappropriate conduct by the employee with reference to relevant Company rules and requirements.

A detailed chronological summary of relevant disciplinary procedure to date.

Specific change required in the employee's conduct a statement that failure to achieve the required change could lead to dismissal.

Dates for review of the employees' conduct. The outcome of the review will be documented and provided to employee.

The duration for which this warning will remain effective (12 months).

At the 12 month review, the Company will outline in writing the expectation required of the employee to ensure that there is no confusion in the future.

34.7 Termination

Where an employee fails to meet the requirements clearly stated in the written advice of the final warning or engages in serious misconduct the employee may be terminated. Prior to the termination a full investigation will be conducted through the agreed process.

Upon termination, an employee will be given written advice of the reason for dismissal, the nature of the dismissal as either summary or with due notice.

34.8 Investigation Process

- 34.8.1 The union delegate will be present unless specifically requested otherwise by the employee. The delegate and the individual will be advised of the facts of the matter being investigated.
- 34.8.2 The union delegate and the individual will be allowed time to discuss the issue prior to further discussion with management.
- 34.8.3 Any record of the meeting must be agreed by the delegate, the individual and Site Senior Management. Any disagreed matter should be recorded separately.
- 34.8.4 If a result of the initial investigation an employee is to be suspended or terminated, a letter outlining the reason for suspension or termination will be given to the employee and a copy sent to the Union, if appropriate.
- 34.8.5 If applicable the Union will respond within 48 hours (where possible) to set a meeting date to review the matter.
- 34.8.6 If the matter is still in dispute following the review it is open to either of the parties to notify NSWIRC. In accordance with the Disputes Procedure the "status quo" will remain during this process and termination will not take place. This does not affect the Company's right to suspend the employee during this period.

34.9 Process for discussions with Witnesses:

- 34.9.1 The union delegate will be present if requested by the employee. The delegate and the individual will be advised of the facts of the matter being investigated.
- 34.9.2 The union delegate and the individual will be allowed time to advise the employee of their rights and answer any questions they may have prior to further discussions with management.
- 34.9.3 Any record of the meeting must be agreed by the delegate, if appropriate, the individual and Site Senior Management. Any disagreed matters should be recorded separately.

35. Consultative Mechanism

The Casino Site shall establish a consultative mechanism and procedures appropriate to its size, structure and needs for consultation and negotiation on matters affecting its efficiency and productivity.

36. Redundancy

- 36.1 When the Company has made a decision that it no longer requires a position then the Company will hold discussions with the affected employee and their representative as soon as practicable. The Company agrees to supply in writing and explain, reasons for the terminations, measures taken to avoid or minimise terminations and measures undertaken to support affected employees, including the expected termination date. Provided that the Company will not be required to disclose confidential information, the disclosure of which would be detrimental to the Company's interest.
- 36.2 Parties agree that there is a positive obligation for an employee not to reasonably refuse to accept an offer of alternative employment, transfer, relocation, reclassification, or retraining in the interests of continued employment within the Company. An employee who fails to accept a reasonable offer of alternative employment, transfer, relocation, reclassification, or retraining, will not be entitled to any form of redundancy payment under this clause or otherwise.
- 36.3 The redundant employee will receive the benefits of the Redundancy Agreement if they remain employed until the date of termination advised by the Company and if their employment does not terminate on or prior to the advised termination date due to misconduct, abandonment of employment,

prolonged absenteeism, neglect or refusal of duty or voluntary resignation by the employee for any reason.

- 36.4 A "weeks pay" in the redundancy Agreement means the ordinary time rate of pay for the employee concerned. A "weeks pay" excludes overtime, all allowances and any other payments.
- 36.5 In the event of redundancies, employees will be chosen according to their skill level and production requirements with consideration given to the employee's length of continuous service with the Company.
- 36.6 The redundancy Agreement provides benefits to those employees with 12 months continuous service as follows;
1. Four (4) weeks' notice or payment in lieu of notice if notice is not given or part notice is given e.g. three (3) weeks notice and one (1) weeks payment in lieu of notice.
 2. A severance payment based on three (3) weeks pay for each completed year of service with part years that exceed (6) months considered as whole years. This severance payment will be paid to a maximum of the equivalent of 56 weeks pay.
 3. When an employee has advised a retirement date and their position becomes redundant, the severance payment will not exceed the ordinary pay which the employee would have earned if employment with Richmond had proceeded until the employee's advised retirement date on the existing rate of pay.
 4. Payment of unused sick leave entitlements.
 5. Long service leave payments in accordance with the provisions of NSW Long Service Leave legislation.
 6. Payment of any accrued RDO's.
- 36.7 The provisions in this clause remain in force for the life of the Agreement after which time it continues until renegotiated between Richmond, the majority of employees and their representatives

37. No Extra Claims

The employer and the unions agree that they will not, for the duration of this Agreement, pursue any extra claims for changes in relation to the matters dealt with by this Agreement.

38. Renegotiation

- 38.1 The employer and the unions agree to commence negotiations for a replacement Agreement no later than 3 months prior to the expiry of this Agreement.
- 38.2 Subject to this Agreement, the employer and the unions agree that they shall bargain collectively in relation to any matter, whether arising from this Agreement or not, and in relation to the renewal, extension, variation or renegotiation of this Agreement.

PART B

APPENDIX 1

MONETARY RATES

Table 1 - Wage Rates (weekly) for the site Group - MONETARY RATES

Item	Clause	Description	Previous Rate	Rate 29th July 2004 5% increase	Rate 1st July 2005 4% increase	Rate 1st July 2006 4% increase
1	11	Production Employee 1	562.85	590.99	614.63	639.22
2	11	Production Employee 2	581.78	610.87	635.30	660.72
3	11	Production Employee 3	594.40	624.12	649.08	675.05
4	11	Production Employee 4	613.05	643.70	669.45	696.23
5	11	Foreperson	629.48	660.95	687.39	714.88
6	11	Employees Grading / Taking delivery of Milk at Farms	640.95	672.99	699.90	727.90

Table 2 - Wage Rates (weekly) for Maintenance Group

Item	Clause	Description	Previous Rate	Rate 29th July 2004 5% increase	Rate 1st July 2005 4% increase	Rate 1st July 2006 4% increase
7	11	Maintenance Employee 1	612.78	643.42	669.16	695.92
8	11	Maintenance Employee 2	661.52	694.60	722.38	751.28
9	11	Maintenance Employee 3	692.38	727.00	756.08	786.32
10	11	Maintenance Employee 4	725.48	761.75	792.22	823.90

Note:

Tool allowance of \$11.08 where applicable for trades people and electricians license allowance of \$26.75 to be added to these rates for electricians for all purposes.

These allowances to increase by the same percentage as wage increases paid on 1st July 2005 and 1st July 2006.

APPENDIX 2

DAIRY GROUP CLASSIFICATION STRUCTURE

The Parties undertake to review all classification structures within the Dairy Group and Maintenance Group during the first twelve months of the introduction of this Agreement.

Remove Descriptions

- i. Production Employee 1 is an employee appointed by the Company to this grade who shall be required to perform any one or more of the functions within this grade.
 - a. General Hand

- b. General Hand - Laboratory
- c. Packer
- d. Machine Operator
- e. Gardener
- f. Employee responsible for cleanliness of plant and factory.

Packer means an employee cutting product by wire for bulk packing, feeding product into packing machine, weighing, wrapping in bulk, boxing in bulk, ramming, handling finished production into storeroom and stacking and unstacking in storeroom.

General Hand (Laboratory) means an employee engaged in a laboratory washing bottles, labelling containers for samples and performing general cleaning duties.

- ii. Production Employee 2 is an employee appointed by the Company to this grade who shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained under Production Employee 1.
 - a. Tally, Record and Dispatch Hand (Plants & Depots)
 - b. Evaporator Operator (Single Effect)
 - c. Ice Cream Mix Maker or Machine Operator
 - d. Syrup Maker
 - e. Head Packer
 - f. Special by-product machine operator
 - g. Milk drier operator(Roller)
 - h. Milk & Cream tester
 - i. Pasteuriser and/or cooler and/or tanker flowmeter operator
 - j. Spray milk drier operator's assistant
 - k. Operator carton or bottling machine
 - l. Cultured product maker
 - m. Forklift operator
 - n. Storeperson
 - o. Freezing room employee

Milk and/or Cream Tester means an employee determining by ant test the purity and fat content of milk and/or cream.

Cultured Product Maker means an employee who mixes and cultures product, measures P.H and controls hot and cold water and is in direct control of the process.

- iii. Production Employee 3 is an employee appointed by the Company to this grade who shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained under Production Employee 1 and 2/
- a. Storeperson in charge
 - b. Milk Drier Operator (Spray)
 - c. Assistant Cheesemaker
 - d. Milk & Cream Grader
 - e. Laboratory Assistant
 - f. Multi-function pasteuriser Operator 1

Milk and/or Cream Grader means an employee determining by sight, scent, taste, or other means the quality or grade of milk and/or cream.

Storeperson in Charge means an employee who is responsible for store and records and/or purchasing replacements and/or in charge of other employees in the store.

Multi-function Pasteuriser Operator 1 means an employee directly responsible for the receipt and preparation of milk ready for further product processing and is responsible for some basic analytical testing as is required by recognised Industry Standards.

- iv. Production Employee 4 is an employee appointed by the Company to this grade who shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained under Production Employee 1, 2 and 3.
- a. Cheesemaker
 - b. Evaporator Operator (Multiple Effect)
 - c. Butter or Butter oil maker
 - d. Laboratory Person in Charge
 - e. Ice Cream Control Room Operator
 - f. Multi-function Pasteuriser Operator 2

Buttermaker means an employee directly controlling the processes of manufacture of butter and who performs and/or directly supervises the actual process of manufacture after buttermilk has been drained from the churn.

Cheesemaker means an employee directly controlling the processes of the manufacture of cheese and who performs and/or directly supervises the addition of ingredients to milk, setting and cutting and making of tests.

Ice Cream Control Room Operator means an employee directly controlling the processes of the manufacture of ice cream and who knows formulas, weighs off, formulates and directly supervises the process of manufacture.

Multi-function Pasteuriser Operator 2 means an employee directly responsible for the receipt and preparation of milk ready for further product processing and is responsible for the full range of chemical analysis of product as is required by recognised Industry Standards.

APPENDIX 2

MAINTENANCE GROUP CLASSIFICATION STRUCTURE

- i. Maintenance Employee 1 is an employee who has completed an engineering certificate II or equivalent training so as to enable them to perform work within the scope of this level. An employee at this level performs work above and beyond the skills of an employee at Production Employee 3 and to the level of their training:
 - a. Works from complex instructions and procedures;
 - b. Assists in the provision of on-the-job training to a limited degree;
 - c. Coordinates work in a team environment or works individually under general supervision;
 - d. Is responsible for assuring the quality of their own work.

Indicative of the tasks which an employee at this level may perform are the following:

- boiler attendant;
- Uses precision measuring instruments;
- Machine setting, loading and operation;
- Rigging (certified);
- Inventory and store control including
- Licences for the operation of all appropriate materials handling equipment;
- Use of tools and equipment within the scope (basic non-trades) maintenance;
- Computer operation at a level higher than that of a Production Employee 3;
- Intermediate keyboard skills;
- Basic engineering and fault finding skills;
- Performs basic quality checks on the work of others;
- Licensed and certified for forklift, engine driving and crane driving operations to a level higher than Production employee 3;
- Has a knowledge of the employers operation as it relates to the production process;
- Lubrication or production machinery equipment;
- Assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

- ii. Maintenance Employee 2 is an employee who holds a Trade Certificate or tradespersons rights certificate as a Mechanical, Fabrication or Electrical Tradesperson and is able to exercise the skills and knowledge of that trade.

A maintenance employee 2 works above and beyond a Maintenance Employee 1 at and to the level of their training;

Understands and applies of quality control techniques;

Exercises good interpersonal and communication skills;

Exercise keyboard skills at a higher level than Maintenance Employee 1;

Exercises discretion within the scope of this grade;

Performs work under limited supervision either individually or in a team environment;

Operate non-trade tasks incidental to their work;

Performs non-trade tasks incidental to their work;

Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

Able to inspect products and/or materials for conformity with established operational standards.

- iii. Maintenance Employee 3 is a Mechanical, Fabrication or Electrical Tradesperson who has completed the following training requirements:

4 x Forty hour modules towards an appropriate Post Trades Certificates.

A Maintenance Employee 3 works above and beyond a Maintenance Employee 2 and to the level of their training;

Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by the implementation manual.

Exercises discretion within the scope of this grade.

Works under general supervision either individually or in a team environment.

Understands and implements quality control techniques.

Provide the trade guidance and assistance as part of a work team.

Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Maintenance Employee 1 and 2.

Tasks which employees at this level may perform are subject to the employees having the appropriate Trade and Post Trade training to enable them to perform particular tasks.

- iv. Maintenance Employee 4 is a Special Class Mechanical, Fabrication or Electrical tradesperson who has completed the following training requirement:

8 x Forty hour modules towards an appropriate Post Trade Certificate.

A Maintenance employee 4 works above and beyond a Maintenance Employee 3 and to the level of their training;

Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by the Implementation Manual.

Provides trade guidance and assistance as part of a work team.

Assists in the provision of training in conjunction with supervisors and trainers.

Understands and implements quality control techniques.

Work under limited supervision either individually or in a team environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post trade Training to enable the employee to perform the particular indicative tasks.

Exercise high precision trade skills using various materials and/or specialised techniques.

Performs operations on a CAD/CAM terminals in the performance of routine modification to NC/CNC programs.

Installs, repairs and maintains, test, modifies, commissions and or fault finds on complex machinery and equipment which utilises hydraulic and or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems.