

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/60**

**TITLE: Unilever Australasia Ltd (Spreads & Bakery - Marrickville)  
Enterprise Agreement**

**I.R.C. NO:** 2000/5792

**DATE APPROVED/COMMENCEMENT:** 18 December 2000/11 November 2000

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA99/161

**GAZETTAL REFERENCE:** 30 March 2001

**DATE TERMINATED:**

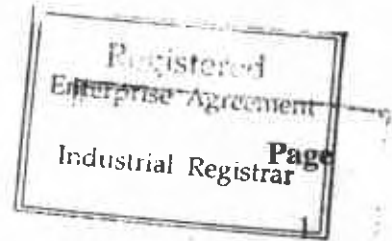
**NUMBER OF PAGES:** 51

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees at Unilever Foods, Spreads and Bakery, Marrickville site in the finishing hall, refinery, warehouse and factory services

**PARTIES:** Unilever Australasia Ltd (Spreads & Bakery) -&- Construction, Forestry, Mining and Energy Union (New South Wales Branch) The Australian Workers' Union, New South Wales, Transport Workers' Union of Australia, New South Wales Branch.

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Appendix A : Classification and Wage Structure/Job Descriptions

Appendix B : Redundancy Program

Appendix C : Workplace Communication, Consultation & Negotiation Structure

Appendix D : Shift Patterns

Appendix E : List of Tools for Finishing Hall OM2 / Refinery OM2 (Fitter) &  
Refinery OM2 (Electrician)

Signatories



**1. TITLE**

This Agreement shall be known as the UNILEVER AUSTRALASIA LTD (Spreads & Bakery - Marrickville) Enterprise Agreement 2000.

**2. SCOPE, APPLICATION & PARTIES BOUND**

2.1 This Agreement provides for the employment arrangements for those employees of Unilever Australasia – Spreads & Bakery at Marrickville who are detailed in Appendix A and shall, in accordance with Section 41 of the Industrial Relations Act 1996 NSW, prevail over all awards and former industrial agreements.

2.2 In accordance with Section 40 of the Industrial Relations Act 1996, NSW this Agreement shall be binding upon each person employed from time to time by Unilever Australasia – Spreads & Bakery at Marrickville in the occupations defined in Appendix A.

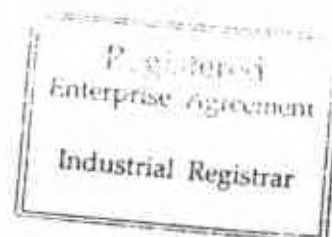
2.3 This Agreement was not entered into under duress by any party. All parties who negotiated this Agreement did so freely and of their own will.

2.4 This Enterprise Agreement shall be binding on Unilever Australasia Ltd (Spreads & Bakery) at Marrickville (known as the Company or the Employer) and the undermentioned Unions:

- Australian Workers' Union (New South Wales Branch)
- Construction, Forestry, Mining and Energy Union - Construction Division (New South Wales Branch)
- Transport Workers' Union (New South Wales Branch)

The term "the Union" is used throughout this agreement to mean those unions listed above.

2.5 All parties to this Agreement acknowledge for themselves, their members and or employees, that they will not pursue any extra claim unless in accordance with Section 43 of the Industrial Relations Act, NSW 1996.





### 3. PRINCIPLES OF AGREEMENT

The parties recognise that in the implementation of change at the Marrickville site, differences of opinion in relation to interpretation and implementation may arise. Where such differences arise, the parties agree that they will be discussed and resolved through the normal Disputes Procedure. However, whenever the interpretation or implementation of any aspect of this Agreement or the detailed Agreement to follow is in question, it is agreed that the Principles of Agreement document (as defined below this clause) will be the reference document, and in particular, the objectives incorporated in Paragraph 3.1.

#### **Unilever Australasia Marrickville Site : Principles of Agreement**

The following major issues have been previously agreed in principle and are again reaffirmed:

#### 3.1 POSITION OF THE COMPANY AND NEED FOR CHANGE

- 3.1.1 That the Company is committed to retaining the manufacturing plant, in which it has invested heavily over recent years and is continuing to invest.
- 3.1.2 That the long term security of employment at the site depends entirely on achieving competitive and continuously improving efficiencies and better quality products and customer service.
- 3.1.3 No forced redundancies within the life of this agreement – Clause 25.
- 3.1.4 That the Company has recognised that cost competitiveness is best achieved through high efficiency/productivity and new capabilities, rather than low pay and it therefore has opted for above Award levels of pay and conditions. Marrickville's aim is to be at least equal to the lowest cost competitor in Australasia, and to imported products e.g. from Malaysia.
- 3.1.5 To support the changes in roles, a new skills career path has been implemented. Individuals have been assigned to the skill level matching their current capabilities and are able to progress up the skills ladder by training, with no restriction other than capability.
- 3.1.6 That to achieve the necessary higher efficiencies and capabilities, continuing good working relationships between all on site should continue.
- 3.1.7 Day to day operations will be carried out by our full time employees. Specialist plant maintenance will be provided by contractors. Short-term contractors may also be needed in line engineering tasks but it is the agreed intention to transfer that work to OM1/OM2 as skills are developed.
- 3.1.8 Developing team-working skills throughout the site will be progressed during the life of this Agreement. In time these teams may further develop to be self-managing.

3.1.9 The parties are committed to a continuous process of modernizing the workplace to ensure a high level of safety, customer satisfaction, quality, more flexible working arrangements, enhanced skills and job satisfaction.

3.1.10 The parties commit themselves to the following:

- (a) Acceptance that the work of individuals will be more broadly based, incorporating the ability for an employee to perform a wider range of duties.
- (b) Employees will have the opportunity to undertake training for the wider range of duties and access career paths and higher pay. Training will be competency based and linked to national standards. This training will be delivered by an appropriate education/training provider, internal and/or external.



### 3.2 CAREER PATHS CLASSIFICATIONS

3.2.1 The classifications structure is defined in Appendix A.

3.2.2 This Agreement provides for the development of career paths and classification structures which will provide for multi-skilling, training, introduction of changed work practices linked to career paths, classification structures and increased rates of pay.

3.2.3 The skills structure determines career path and options for employees to have access to better paid and more fulfilling jobs.

### 3.3 DETAILED IMPLEMENTATION - THE CHANGES

Increased efficiency requires ongoing changes in methods of working and new skills, consistent with the new career path structure, so that higher output can be achieved with fewer people at every level of the organization. In particular, the following work style and practices have been agreed and will be continued.

3.3.1 The furtherance of a culture of trust, mutual respect and co-operation in a common cause.

3.3.2 Continuous running of plant through breaks and shift handovers.

3.3.3 7-Day continuous shift running of all manufacturing and warehousing operations on a common shift roster.

3.3.4 More efficient running of the equipment, to be achieved by equipping skilled operators with mechanical skills and operator/maintainers with mechanical and electrical skills.

3.3.5 Team working, building multi-skilled teams in the Refinery, Finishing Hall, Warehouse and Services, supported by a specialist maintenance group.

The parties agree:

- (a) The company will endeavour at all times to use the on duty shift OM1/OM2s for maintenance and line changeover tasks subject to continuous production and at no additional costs to the business. (This excludes training)
- (b) Shift contractors will be used for the above tasks where skills on the shift are not available or cannot be made available due to running a line depending on operational/production needs.
- (c) OM1/OM2 plus contractors could be working together.
- (d) Consultation will take place between the line operator, delegate and the supervisor to achieve the above points.

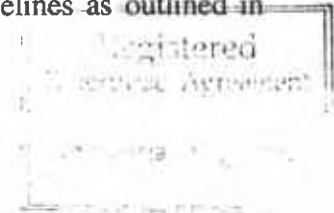
3.3.6 Within teams, all employees will be required to maximize their skills capability, and use them without restrictions or constraints. Employees engaged prior to May 1995 who elected not to be trained into the OM1/OM2 path may remain in the Skilled Operative role, but will be required to accept training to extend their production skills. This shall include simple maintenance tasks, e.g. line adjustments, assisting in changeovers.

All new employees will be required to train into the Mechanical stream to OM-1 level. Employees will be encouraged to train on to Mechanical OM-2 level, governed only by capability and the training guidelines as outlined in Section 22.

3.3.7 Immediate

Common Site Activities:

- All necessary department documentation to be fully completed and signed.
- Standards to be agreed for handover status of plants/lines.
- Greater utilisation of the electrical OM2s skills.
- Full cooperation in the implementation of BPCS.
- Full cooperation in the introduction of ISO14000.
- Full participation towards Total Preventative Maintenance (TPM).
- A joint sub-committee to explore options for Canteen / Leisure activities.
- A review of the mechanical trades contractor's position in both the Refinery and the Finishing Hall.
- Sick Leave details to be recorded on pay slip.
- Superannuation contribution to apply at the same rate when on Annual Leave.



- A trial period of nine (9) weeks towards the assessment of an acceptance of a new position.
- EFT Tax advice for all employees.

Refinery:

- Full cooperation from Refinery Personnel with the placement of Boiler House personnel wishing to transfer.

Warehouse:

- Warehouse group accepting a Team Leader to coordinate activities in the Warehouse and Stores.
- Warehouse personnel committed to nominated areas of responsibility and fully support Team Leader.
- Warehouse day personnel to trial alternative arrangements for work commitments and Refinery day personnel to discuss same arrangements.

Services:

- Full cooperation from Boiler House personnel with the commissioning of the new Boiler House.

#### **4. DATE AND PERIOD OF DURATION**

This Agreement shall be in force for two (2) years. The parties agree that negotiations for a new Agreement will commence in early August 2002.

This Agreement starts on the 11<sup>th</sup> November, 2000.

#### **5. EQUAL OPPORTUNITY AND ANTI DISCRIMINATION COMMITMENT**

The parties are committed to the principle of equal opportunity in the workplace. This means that no employee is subjected to discrimination or harassment in the workplace. The parties recognise that discrimination and harassment are unlawful when they are based on an attribute that is irrelevant to the employee's ability to perform the job. Such attributes are specified in federal and State equal opportunity laws and include a person's sex, race, disability, age, pregnancy, marital status, sexual preference, transgender, religious beliefs, political beliefs, irrelevant criminal record and trade union activities.

Discrimination takes place when a person is treated less favourably in an employment decision, or is subjected to an employment detriment because of an irrelevant attribute. Harassment takes place when a person is subjected to unwanted attention or abuse because of an attribute they possess.

The parties all recognise that they have both a legal and ethical duty to ensure that this agreement and its content and performance promote equal opportunities for all employees and discourage discrimination and harassment.



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## **6. CODE OF CONDUCT**

The parties are committed to a day-to-day code of conduct in accordance with Unilever Policy. This means that no employee is subjected to abusive language, physical intimidation, abusive gestures or mental intimidation.

The parties recognise that they must work in a spirit of mutual respect, goodwill, trust and co-operation free at all times of the above abuses.

## **7. AGREEMENT TO BE DISPLAYED**

This Agreement will be displayed on notice boards and copies made available to employees covered by this Agreement.

## **8. WORKPLACE COMMUNICATION, CONSULTATION AND NEGOTIATION STRUCTURE**

### **Single Bargaining Unit (SBU)**

For the purpose of negotiating an Enterprise Agreement in accordance with Part 2 of the Act, a single bargaining unit has been established with a negotiating committee consisting of management representatives, relevant Union organiser and employee representatives for each union.

8.1 The parties agree that continued good communication and consultation are a prerequisite to building better relationships on the Marrickville site. The parties recognise that there are distinct processes which need to be established, each with its own clear purpose and scope (Refer Appendix C). They are:-

(a) Process 1 : Negotiation & Consultation Process - Through the Single Bargaining unit (SBU), this process involves the following:

- Consultation on business direction and manufacturing performance
- Negotiation of all terms and conditions of site employees
- Monitoring, implementing and interpretation of the enterprise agreement

Delegates, either alone or with their organiser, can meet to form a common position before meeting with management in the SBU. Such meetings of delegates, etc., will be agreed in advance with management to minimize disruption to the business.

(b) Process 2 : Continuous Improvement Process - Teams will be established to help achieve continuous improvement in performance and to reduce the costs of manufacturing (conversion cost). These will be either:

- i. Departmentally focused on specific improvements  
or
  - ii. Site wide teams to focus on particular issues such as safety, environment, quality, training, etc.
- 8.2 In the performance of their roles in the implementation of the change process, all Committees will use the Principles of Agreement document as their reference document, in particular the objectives incorporated in paragraph 3.1.
- 8.3 Where any issue, dispute or difference arises it will be dealt with through the normal dispute resolution procedures with the relevant union or unions.

Should an issue be site wide or involves the application or interpretation of the Site Agreement, the SBU will be involved.

See Appendix C for details on Workplace Communication and Negotiation.

## **9. QUALITY ASSURANCE - INTERNATIONAL STANDARD**

To support local and export customer demands for quality accreditation and improved quality performance, all parties to this Agreement are committed to involvement in improved activities such as ISO9001, HACCP, ISO14000, TPM, BPCS, Line Performance Improvement etc, as part of their normal work duties.



**TERMS AND CONDITIONS**



**10. DEFINITIONS**

"The Act" shall mean the Industrial Relations Act of NSW 1996 as amended.

"The Employees" shall mean any person employed under Unilever Australasia Ltd (Spreads & Bakery) at Marrickville.

"Casual" shall mean a person employed by an agency or hiring body who is not an employee of Unilever Australasia (Spreads & Bakery) and is engaged in accordance with the relevant provisions of Clause 11 'Contract of Employment'.

"Contractors" shall mean persons who are employed by an agency or hiring body and are not employees of Unilever Australasia Ltd (Spreads & Bakery) at Marrickville. They are not covered by clause 11.

"Continuous shift" shall mean work carried on with consecutive shifts of workers throughout the 24 hours of each of seven consecutive days.

"Average Pay" is calculated on the basis of total taxable income (inclusive of Base + Penalties + paid Roster Public Holidays) received over a standard eight (8) week cycle.

"Public Holidays" for the purposes of this Agreement shall be deemed to be the 24-hour period commencing at 6.00am on the day gazetted.

**11. CONTRACT OF EMPLOYMENT**

11.1 Except as stated in paragraph 11.2 hereof, employment shall be by the week. Any employee not engaged as a casual or part-time employee shall be deemed to be employed by the week.

11.2 An employee may also be engaged as casual or part-time. Casual employees will generally be engaged where insufficient numbers of full time (permanent) employees are available. Where insufficient numbers are not available on the rostered "on" shift, operators from rostered "off" shifts will be given the opportunity to make up the numbers. In the event that the numbers cannot be made up from operators from the rostered off shift, casuals will be called in.

In the Finishing Hall, casuals can be used to perform tasks which do not require a line skill.

On the Mezzanine Floor casuals can be used for tub and lid feeding. However there has to be at least one trained, full time employee rostered for this operation.

- 11.3 Casuals may be used without restriction to cover employees on long service leave or workers compensation and for promotional or export development work where additional labour is required over and above line crew numbers. Casuals may be used to cover annual leave on any shift for the period that more than one employee is rostered on leave for that shift. Casuals may also be used for a period of 8 weeks to cover the absence of an employee following termination of employment.

It is not the intention of this Agreement to utilize casual employees to perform the duties of skilled employees.

- 11.4 Where casuals are employed, it will be for a minimum of eight (8) hours or twelve (12) hours as appropriate to the shift. For the first shift, a casual will perform a shift from the time of arrival with a minimum of 4 hours.
- 11.5 A casual employee's period of engagement may be terminated by one hour's notice by the employer or employee or by payment or forfeiture of one hour's pay on either side as the case may be.
- 11.6 If the Company determines casual employees are required, consultation will be held with the appropriate work group.
- 11.7 Where casuals are employed, they shall be paid per hour an additional 20% loading on the Trainee Operator (entry level) rate for the Finishing Hall/ Refinery and Skilled Operator rate for the Warehouse.
- 11.8 A person who is employed as a casual on a continuous full time basis, for a period of over 12 months, will be offered full time employment after this period.

## **12. PAYMENT OF WAGES**

- 12.1 The pay week will be from 6.00am Monday to 6.00am the following Monday, and pay day will be Wednesday. In order that money held in hand by the employer be minimized, an average day's pay will be credited to each employee, at the appropriate Appendix A rate on the day of operation of this clause, or for future employees on commencement of employment. This amount will be paid on the first pay day after the commencement of a new employee, and monies payable on termination will be adjusted accordingly.
- 12.2 Should an employee have difficulty in obtaining their monies via a Bank/ Building Society, then the HR Manager, Factory Manager and/or Commercial Manager should be contacted immediately.
- 12.3 On the pay day the Company will supply each employee with a statement showing the amount of wages to which he/she is entitled, the amount of deductions made therefrom and the net amount of wages due to the employee.



**13. HOURS OF WORK**

**13.1 DAYSHIFT ROSTERED EMPLOYEES**

- 13.1.1 The ordinary hours of work (other than seven day continuous shift workers) shall be an average of 38 hours per week (Monday to Friday between 6.00am to 6.00pm) and shall not exceed eight hours in any day.
- 13.1.2 It is necessary for Dayshift Rostered Employees to work, as part of their normal cycle, an additional six (6) hours per week. These six (6) hours are to be worked as per the agreed departmental Dayshift Rostered Employee cycle and shall be paid in accordance with clause 13.1.3.
- 13.1.3 All work done outside ordinary rostered hours, shall be paid at double time on base rate. The payment of one (1) hour for incidental expenses does not apply (with the exception of clause 14).

**13.2 SEVEN DAY CONTINUOUS SHIFT WORKERS**

- 13.2.1 For seven day continuous shift workers see the 12 hours roster pattern which is attached as Appendix (D).
- 13.2.2 The starting and finishing time and the shift patterns shall be fixed by mutual agreement. The time of commencing and finishing shifts once they have been determined may be varied by agreement between the employer and the accredited delegate or in the absence of the agreement by seven days notice by the employer to the employee.
- 13.2.3 The Single Bargaining Unit will ensure such twelve (12) hour shift rosters take into account the recommendations contained in the ACTU Code of Conduct on Twelve Hour Shifts.

**14. CALL IN (Additional Hours)**

When a rostered off employee agrees to complete a shift (or part thereof) for absenteeism coverage, the employee will be paid average pay from the time of reporting for work. In addition, an extra one (1) hour's pay (at average rate for Seven Day Continuous Shift Workers and double time for Dayshift Rostered Employees) will be paid to cover incidental expenses.

There will be a minimum of four (4) hours applied to this clause.



## 15. OVERTIME

All work done outside the nominated rostered hours (with the exception of clause 14), shall be paid double time on base rate. Where a person is required to work overtime on a public holiday (other than the four nominated public holidays) they shall be paid at triple time on base rate. In addition, an extra one (1) hour's pay will be paid to the employee, at the appropriate penalty rate, to cover incidental expenses.

## 16. SHUTDOWNS

16.1 All parties recognise that the conditions that follow are specifically for the two (2) shutdown periods. This is to foster flexibility of working arrangements during this specific period.

Prior to commencement of the shutdown, the employer will nominate the dates employees can work. Volunteers will be called for to work this period.

The employer reserves the right to restrict the numbers of volunteers.

16.2 The shift pattern during this period will normally be day work and volunteers will be paid their normal average pay or accrue annual leave.

16.3 It is the intention to work day shift hours during this shutdown, however employees may be asked to revert to their roster night shift if circumstances arise. Volunteers would first be called to handle such a situation.

16.4 Outside rostered hours, payment will be made at overtime rates as per Clause 15.

## 17. DAYLIGHT SAVING HOURS

The parties recognise that in New South Wales, there are two periods that time will be changed - March and October. During these periods, payment of wages at average rates of pay will apply for the actual hours worked.

## 18. PENALTY RATES

### Continuous Shift Workers - Roster (12 Hours)

18.1 Monday to Friday

Hours between 6am and 2pm – no penalty

For hours worked between 2pm to 10pm - 17.5% on base rate

For hours worked between 10pm to 6am - 25% on base rate

18.2 12-Midnight Friday to 12-Midnight Sunday

All shifts - double time on base rate



**19. PUBLIC HOLIDAYS**

- 19.1 The days upon which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queens Birthday, Christmas Day, and Boxing Day are observed plus a common Union Picnic Day, together with any day gazetted or proclaimed by the government as a public holiday, shall be treated as public holidays.
- 19.2 The public holiday shall be deemed to be the 24-hour period commencing at 6.00am on the day gazetted.
- 19.3 It is agreed the factory will operate on Australia Day, Anzac Day, Labour Day and Queens Birthday. The effect of this working has been built into average pay.

For all Public Holidays that fall within the two shutdown periods (i.e. Easter and Christmas), average pay will apply. Hence if the Public Holiday falls on an employee's rostered day off, the employee may elect to take payment or accrue Annual Leave.

The penalty for working Australia Day, Anzac Day, Queen's Birthday and Labour Day public holidays has been calculated on this basis and included as part of the average weekly rate.

Where a person is required to work overtime on a Public Holiday (other than these four nominated Public Holidays) they shall be paid at triple time on base rate.

**19.4 PICNIC DAY**

For continuous shift operators, the Picnic Day will fall in the Easter Shutdown on Sunday between Easter Saturday and Easter Monday.

The Picnic Day for the day shift operators will remain as Tuesday, immediately following Easter Monday. The day shift operators will work 6 hours of their Picnic Day in lieu of the 6 hours owed from the preceding Saturday (Easter Saturday) which will be an "off day" to match the new arrangements for shift operators.

**20. ALLOWANCES**

**20.1 TRAINING ALLOWANCE**

A training allowance of \$6.00 (8 hours) in year 1 and \$6.25 (8 hours) in year 2; \$9.00 (12 hours) in year 1 and \$9.37 (12 hours) in year 2 will be maintained and reviewed by the expiry date of this Agreement.

**20.2 ACTING SUPERVISOR ALLOWANCE (FINISHING HALL)**

An Acting Supervisor rate of \$21.84 per shift for year 1 and \$22.71 per shift for year 2 to be paid as a flat allowance.



**20.3 SHIFT TEAM LEADER ALLOWANCE**

Team Leaders will be paid an allowance of \$97.60 per week in year 1 and \$101.55 per week in year 2 of this Agreement on their base rate. Team Leaders will also be paid 30 minutes per shift hand over time.

**20.4 ACTING TEAM LEADER ALLOWANCE**

An Acting Team Leader rate of \$46.92 per shift for the first year and \$48.80 per shift for the second year to be paid as a flat allowance.

**20.5 TOOL ALLOWANCE**

20.5.1 An allowance of \$10.50 per week will be paid to all OM-2s in year 1, and \$10.92 in year 2, as a flat amount.

20.5.2 The allowance is also payable to OM-1s who are attending TAFE and training on to OM-2. The allowance will cease if the operator drops out of the TAFE programme.

20.5.3 The operator must have the full set of tools as described in Appendix E to receive the allowance and the tools must be available to them at the workplace. The operator will be totally responsible for the loss of any of their tools. Any losses need to be replaced immediately. The company reserves the right to carry out random checks on a shift by shift basis, to ensure each operator has the full compliment of tools.

20.5.4 The company will provide a toolbox for the storage of the tools. The operator is required to fit the toolbox to the toolbox location, securing it to the facility provided. If a toolbox, once secured in the toolbox station, has all the tools stolen, then the company will replace the tools, provided the employee owning the tools pays the first \$150 of any such claim.

20.5.5 Tools required by the operator may be purchased by the company and paid off by the operator in weekly amounts, equal to the amount of withheld tool allowance.

**21. MEAL BREAKS**

A period of fifty (50) minutes (for continuous shift) and thirty five (35) minutes (for day shift) will be allowed on each shift as a meal break, which shall be counted as time worked, the observance of which will vary according to the departmental requirements and taken in such a way as to not interfere with work being carried out. Where conditions in a department allow, such meal break may be taken at a set time each day. During the meal break employees must remain available for work if called upon.

Employees shall not be required to work for more than five (5) hours without a break.



## 22. LEAVE ENTITLEMENTS

### 22.1 ANNUAL LEAVE

The terms and conditions of the Annual Holidays Act 1944, as amended, will prevail.

#### 22.1.1 Day Work

Employees are entitled to Annual Leave of 152 hours per annum.

#### Continuous Shift Work

22.1.2 Employees are entitled to Annual Leave of 204 hours per annum.

22.1.3 Annual leave taken as a continuing part of employment with the Company or pro-rata on retirement from the Company, will be paid on the basis of average pay or on base rate with a loading of 17.5%, whichever is the greater.

22.1.4 Employees who retire or are retrenched from the Company, shall be paid annual leave on the basis of average pay, on a pro-rata basis if applicable.

### 22.2 SICK LEAVE

22.2.1 An employee who will be absent because of illness shall notify the Company as soon as possible before the start of their shift.

22.2.2 The employee shall prove to the satisfaction of the employer that he/she was unable to attend work for the day or days absent before he/she is entitled to payment. For the purposes of payment of sick leave, a properly completed Statutory Declaration will suffice to cover absences of two (2) days. For absences of three (3) days or more, a Doctor's Certificate must be submitted if payment is to be made.

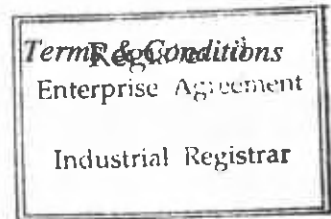
#### 22.2.3 Day Work

All employees shall be entitled to thirty eight (38) hours sick leave after three (3) months in the first year of service and eighty (80) hours in the second and subsequent years.

#### 22.2.4 Continuous Shift Work

All employees shall be entitled to forty two (42) hours sick leave after three (3) months in the first year of service and ninety six (96) hours in the second and subsequent years.

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### 22.3 PERSONAL/CARERS LEAVE

An employee shall be entitled to use any current or accrued sick leave entitlement for absences to provide care for the following persons when they are ill:

- spouse, de facto spouse, child, stepchild, parent (including a foster parent or legal guardian), grandparent, grandchild or a relative of the employee who is a member of the same household. For the purpose of this paragraph "relative" means a person related by blood, marriage or affinity; "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and "household" means a family group living in the same domestic dwelling.
- The employees shall establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

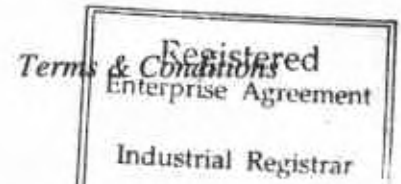
### 22.4 UNPAID LEAVE

An employee whose ordinary hours are arranged in accordance with this Agreement, and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) shall, for each day or part of a day he/she is so absent, lose pay for that day or part of day calculated by multiplying the number of working hours lost that day by the average hourly rate.

### 22.5 LONG SERVICE LEAVE

The provisions of the Long Service Leave Act (1955), as amended, will prevail with the following additional benefits.

- 22.5.1 An employee who has completed with an employer at least 5 years' service as an adult and whose services are terminated by the employer for any reason (other than the employee's serious and willful misconduct) or by the employee on account of illness, incapacity or domestic or other pressing necessity or by reason of the death of the employee (where the adult service is between 5 and 10 years), is entitled to be paid a proportionate amount for long service leave on the basis of 13 weeks for 20 years of service before April 1, 1963 and 13 weeks for 15 years subsequent service.
- 22.5.2 Where an employee for any reason leaves the employer's service or is dismissed with more than 10 but less than 15 years service, he or she is entitled to a proportionate amount of long service leave on the basis of 13 weeks for 20 years for service before April 1, 1963 and 13 weeks for 15 years for service after that date.



- 22.5.3 Long service leave will be granted by mutual consent between the Company and the employee in advance of the entitlement date of 10 years continuous service, but not earlier than 5 years service with the Company. Leave granted thus will not be in excess of pro rata entitlement as at 10 years service, and will not be of less than one month's duration.
- 22.5.4 Long service leave taken as a continuing part of employment with the Company will be paid for at average pay.
- 22.5.5 Where public holidays occur during an employee's period of long service leave, such leave will be extended by one day for each public holiday.
- 22.5.6 Employees who retire or are retrenched from the Company will be paid their pro rata long service leave at average pay rates.
- 22.5.7 Where a person leaves the Company and there is an entitlement to pro rata long service leave such leave will be paid at average rate.

## 22.6 PARENTAL LEAVE

All employees shall be entitled to Parental Leave as provided in Part 4 of the Act, as amended.

## 22.7 BEREAVEMENT LEAVE

An employee shall be entitled to the following leave without loss of pay on each occasion with the production of satisfactory evidence upon the death of the following:

- \* Wife, husband, son, daughter, brother, sister, mother, father, stepchild, mother-in-law, father-in-law, grandparents, grandchild, brother-in-law, sister-in-law or parents-in-law: 3 days
- \* Where an employee attends a funeral outside Australia for father, mother, husband, wife, child or stepchild : 4 days

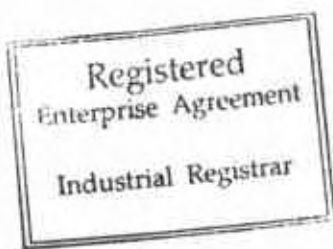
For the purpose of this clause, the words "wife" and "husband" shall include de-facto wife or husband, and the words "father" and "mother" shall include foster father or mother.

Application for extended leave should be directed to the line manager and/or HR Manager.

## 22.8 JURY SERVICE LEAVE

The following provisions will apply to employees called for jury service.

- 22.8.1 An employee shall notify the Company as soon as possible of the date upon which he/she is required to attend for Jury Service. Further, the employee



shall give the Company proof of his/her attendance, the duration of such attendance, and the amount received in respect of Jury Service.

22.8.2 An employee required to attend for Jury Service shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of the attendance for such Jury Service and his/her average pay.

22.8.3 An employee who is rostered on night shift will be relieved from duty on the day that the court involvement starts and concludes, without loss of pay.

## 22.9 EMERGENCY SERVICES LEAVE

An employee who is a volunteer in the State Emergency Service or a bushfire fighting unit, will be allowed up to five days paid leave per year when called to an emergency. If possible the employee should advise the company in advance of when he or she is required. The company may require the employee to substantiate the emergency for which he or she seeks leave.

Where an individual has a principal place of residence which is affected by natural disasters (eg. flood, storm or bushfire) the employee will be given paid leave to resolve the emergency. The department should be notified as early as possible of the emergency. The individual should notify the HR Manager so that leave can be approved.

## 22.10 BLOOD DONOR LEAVE

Subject to the Company being able to make the necessary arrangements, employees will be permitted to attend an on-site mobile Blood Bank to donate blood four times per year without loss of wages.

Prior notice of the visits will be given so that employees can rearrange their normal blood giving times at the normal three monthly intervals.

If the Company cannot arrange three monthly visits of the mobile Blood Bank to the factory, employees will be permitted to make supplementary visits to the Blood Bank to a total of four donations per year. These visits will be without loss of pay for up to four hours per visit. In such cases employees will obtain permission from the Supervisor for such a visit and will submit proof of the date and times blood was given. In addition, those employees with rare blood group who are especially requested by the Blood Bank to donate blood may do so. These employees will be paid for such absences with a maximum of four hours average payment for each visit.

## 22.11 UNION TRAINING LEAVE

A maximum of ten (10) days' study leave will be granted with average pay to each Union, once each year for a recommended trade Union course, at the discretion of the Company having regard to production requirements.

Leave without pay may be granted to delegates for Union duties on request from the State Secretary of the appropriate Union and at the discretion of the Company having regard to production requirements.

## 23. TRAINING AND DEVELOPMENT

The parties to this agreement support training, organisational development programs and initiatives that will enhance the long-term sustainability and profitability of the enterprise while simultaneously improving the skill levels and careers of its employees.

### 23.1 TRAINING COMMITTEE

Training Committees will be established as part of the consultative process. A site Training Committee will be formed to deal with common training issues to all departments. Separate Departmental Training Committees will be formed to deal with their specific training issues.

### 23.2 LINE, PLANT OR OPERATIONAL SKILLS TRAINING

#### 23.2.1 Entry Level Operators-Finishing Hall And Refinery

Once recruited, new employees are classified as "Entry Level Operators". They enter a training program to learn their first manufacturing skills. The training takes place within their probation period of three months. Within this probation period once they have been assessed or deemed to be competent in their first manufacturing skill(s) they are then allocated to a team or shift and are classified as Skilled Operator, Operator Maintainer 1 or Operator Maintainer 2 but still have probationary status.

#### 23.2.2 Probationary Status to Permanent Status

In some areas of the manufacturing plant a prerequisite for employment is the possession of a current licence to operate machinery or equipment i.e. a forklift licence in the warehouse, a boiler ticket in the services area. These new operators are classified as Skilled Operators but on probationary status.

At the end of their 3-month probationary period new employees are given a formal appraisal of their performance to date by the Supervisor / Manager. A satisfactory appraisal of their performance will lead to their probationary status being upgraded to permanent status.

The outcome from an unsatisfactory appraisal of their performance is subject to the discretion of the manager. This may lead to an extension of the probationary period or to termination of employment. At the end of any extension to the probationary period the employee's performance will be subject to another formal appraisal with a recommendation to either become



permanent or to terminate employment.

### 23.2.3 Classifications of Operators

Operators who possess a fitting, machining/turning trade or an electrical trade qualification are classified as Operator Maintainer 2.

Operators who have achieved competence in the nationally recognised modules "Hand Tools", "Power Tools" and "Operational Maintenance (Mechanical)" are classified as Operator Maintainer 1.

Operators who do not possess the above levels of skills are classified as Skilled Operators.

### 23.2.4 Recognition of Prior Learning

Where an employee's skills are still current and can contribute towards their manufacturing skills or a course of study, their skills may be recognised by the company. This process will include an evaluation by the manager. Any necessary supporting evidence may also be required from, but is not limited to, professional associations, recognised training providers or persons with sufficient expertise and skill to make such evaluations.

## 23.3 FINISHING HALL GUIDELINES FOR BUDDY TRAINING

23.3.1 Training will be carried out on all shifts. i.e. Dayshift & Nightshift.

23.3.2 Selection of the trainee and the line to be trained on should be done by the shift in conjunction with the shift Supervisor and must meet the needs of the business.

23.3.3 Selection of the Trainer should be done by the shift. The Trainer must have a good understanding of the line as well as good communication skills.

23.3.4 Assessment will be every fifth day. This will be done with the aid of a competency module. Ongoing assessment will be done by the Trainer, In-Team Assessor or the Training Development Officer. Final assessment will be done by the Training Development Officer. There will be a post-training consolidation period of 10 weeks minimum.

23.3.5 It is envisaged that after four days of training and depending on competency, the Trainee will have sufficient knowledge to be left alone on the line for short periods, thus giving the Trainee the opportunity to develop confidence. Subject to the discretion of the Training Development Officer and/or the Trainer, the Trainee after this 4-day period will be able to:



- Relieve the line during breaks allowing the line to become self-relieving. The Trainer can be called upon to address any problems that may occur.
- Displace the second operator when training on Line 8, reverting to crewing of a Trainer and Trainee.

23.3.6 The Trainer will be paid as per clause 19.

23.3.7 If the line on which the buddy training is occurring is stopped to relieve another line, both the Trainer and the Trainee can be used as relief operators.

23.3.8 Once CIP is set up and running, the Trainee can be left alone to monitor the CIP and conduct line cleaning activities etc. The Trainer can be used as per the Supervisor's discretion and can be called upon by the Trainee to address any problems that may develop during CIP.

#### 23.4 MAINTENANCE AND ENGINEERING TRAINING

Progression and career development are facilitated through the acquisition of mechanical skills competencies. Operations Managers, Supervisors and the Skills Training/ISO9001 Manager will monitor the progress of all operators attending TAFE.

##### 23.4.1 Company Support Program for Training

Company support for the operator will include; payment of wages at the "additional hours rate", all TAFE fees, payment for textbooks and module workbooks and specialised equipment for successful completion of the modules.

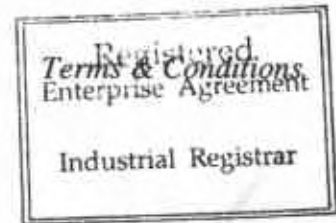
##### 23.4.2 Learning by Flexible Delivery

This means that the training is at the pace controlled by the operator. A teacher is always in the classroom to help but they will not give the operator a formal lesson. Operators have access to many learning materials that they can use to find out how to perform the work required such as learner's guides, books and videos.

##### 23.4.3 Attendance at TAFE

12-hour continuous shift operators can attend TAFE during term when the classroom is open on their rostered days off subject to the following conditions.

- An operator cannot attend TAFE; just before they start a night shift, after they have completed a night shift (unless they have observed a 10-hour break) or in the 24-hour period in the changeover between day and night



shift of their 4-day roster.

- The minimum time that training is attended at TAFE is four (4) hours. The company will not reimburse the operator for attendance at TAFE of less than 4 hours.

#### 23.4.4 Manager/Supervisor to be Notified of Attendance at TAFE

Once an Operator has attended a class on their rostered day off they must report back to their Manager/Supervisor. This is to let them know on what day and how many hours they attended TAFE. TAFE issue operators with an attendance card that will be signed by the teacher. On the first rostered day on work after attending TAFE, operators should communicate with their Manager/Supervisor so that the pay adjustment can be entered.

#### 23.5 SKILLED OPERATOR TO OPERATOR MAINTAINER 1 PRINCIPLES

New Skilled Operators (employed after May 1995) must train to the level of Operator Maintainer 1. The nationally recognised modules "Hand Tools", "Power Tools" and "Operational Maintenance" must be successfully completed to achieve this. These are currently provided by TAFE but may be provided for by another external training provider.

Operators on 12-hour shifts are allocated 90 attendance hours over 9 weeks to complete 2 (x 36 hour or equivalent) modules on their rostered days off.

Day shift operators are allocated 90 attendance hours during their day shift to complete 2 (x 36 hour or equivalent) modules.

Payment for attendance will be at the "additional hours rate". This may be substituted for equal time off in lieu.

#### 23.6 OPERATOR MAINTAINER 1 TO OPERATOR MAINTAINER 2 PRINCIPLES

23.6.1 Operator Maintainer 1s in the Factory Services, Finishing Hall and Refinery have the option of pursuing the nationally recognised TAFE course "Certificate in Mechanical Engineering (III)" which will develop further their careers and lead to an Operator Maintainer 2 classification.

23.6.2 Operators are normally expected to complete 4 x 36 hours modules per two TAFE terms. Each Operator has been allocated 180 hours attendance time over the two (2) terms in which to complete these modules on their rostered days off.

23.6.3 Under certain circumstances the operator may believe they will not be able to complete 4 x 36-hour modules per two (2) TAFE terms (e.g. due to severe illness, annual leave during the term). They then have the option of



nominating a lower number of modules they believe they will be capable of achieving over the two terms. For each module nominated they will be allocated 45-hours attendance time at TAFE. This option cannot be exercised if they have already exceeded the 45-hours per module requirement.

They must inform their Operations Managers, Supervisors and the Skills Training/ISO9001 Manager of their decision for it to become effective.

- 23.6.4 The minimum module progress rate is cumulative, e.g. an operator has achieved 4x36-hour modules over terms 1 & 2. They then nominate to complete 3x36-hour modules over terms 3 & 4. They will then be expected to achieve a minimum of 7x36-hour modules over the four (4) terms.

If an operator falls behind the minimum module progress rate, all company support will be withdrawn.

23.6.5 Regaining Company Support

To regain company support the operator must attend TAFE during the immediate next term in their own time and at their own cost until they meet the minimum module progress rate. They will then have to present satisfactory evidence of these completed modules to the Skills Training / ISO9001 Manager. Company support can then recommence.

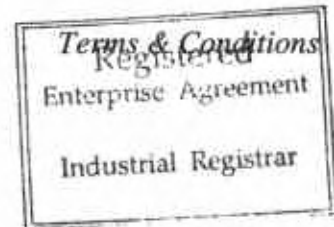
- 23.6.6 Payment for attendance will be at the "additional hours rate". Time off in lieu may be taken but only under the following conditions

- Time off in lieu must be taken as whole shifts.
- The maximum amount of time-off in lieu is 2x12-hour shifts per TAFE term. These cannot be accumulated from one term to the next and can only be taken during the TAFE term.
- The operator must have attended TAFE during the term and have sufficient hours to provide for the time off in lieu.
- A minimum of one (1) week's notice must be given to the Manager / Supervisor, nominating the shift requested.
- The operator taking the time off in lieu must organise a replacement to take their place on the shift and inform their Manager / Supervisor of the operator replacing them.
- Only one operator can have time off in lieu on the same shift.

23.7 ON THE JOB EXPERIENCE IN MAINTENANCE AND ENGINEERING

23.7.1 Reason for the Program

All parties agree to participate in the on the job experience program to relate the TAFE training to the specific maintenance needs of the business.

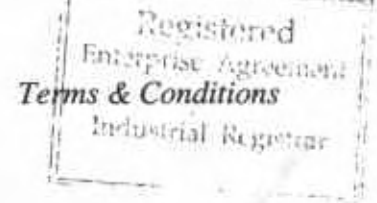


### 23.7.2 Program Details

- Trainee OM1s will be assigned projects during this time to consolidate their TAFE training into practical skills and applications.
- One trainee OM1 from each combined Refinery/Factory Services team and one trainee OM1 from each Finishing Hall team will be assigned to this program at any one time. There will be only one trainee OM1 assigned to work with the fitter(s) on any given day.
- Trainee OM1s will retain their current shift roster patterns but will come in on 4 consecutive day shifts instead of their 2 day shift and 2 night shift pattern. The first day of training will begin when the first day shift of their roster is a Monday day shift.
- The trainee OM1 will continue to work through 3 x 4-day cycles of the roster pattern. That is equivalent to 3 x 4 x 12 hours in their own area. A fourth cycle of 4 x 12 hours will also be planned where the trainee OM1 will be seconded to work out of their normal work area. Finishing Hall OM1 trainees will go to work with the Refinery fitters and Refinery/Factory Services OM1 trainees will go to work with the Finishing Hall fitters. In total the trainee OM1 will undertake 192 hours of dedicated maintenance tasks.
- Trainee OM1s will be supervised in the Finishing Hall and the Refinery/Factory Services area by the respective Maintenance Coordinators.
- The trainee OM1s will work for the entire shift with the fitters who will provide guidance and practical instruction. The trainee OM1s will not be called upon to undertake operator duties during this period of maintenance experience.
- In order to gain the full benefit of this program trainee OM1s should maintain a logbook of their programmed activities. The company will also perform an assessment of the trainee OM1 to evaluate the effectiveness of the program and to check on the knowledge and skills they have acquired. A final written report will be submitted by the Maintenance Coordinators to the Operations Managers.

### 23.8 OPERATOR MAINTAINER 2 (OM-2) FURTHER EDUCATION SCHEME

Operator Maintainer 2s will have similar opportunities as staff for further training and development. The further education scheme supports employees who wish to study for courses or qualifications, which are directly related to their work. Out of hours classes, correspondence courses and distance learning are all approved modes of study.



Before enrolling in any course, Operator Maintainer 2s need to consult their Manager and the Human Resources Department. The company will reimburse for tuition and examination fees upon successful completion and passing of all examinations and requirements for the course. If an employee is studying an approved degree, diploma or certificate, they may apply for time off to attend examinations.

In the event that an employee is rostered on night shift when their examination is scheduled they will be relieved from duty on the day that the examination starts and concludes without loss of pay.

#### 23.9 OTHER TRAINING PROGRAMS ON ROSTERED OFF DAYS

Due to the nature and duration of some training it may have to be provided for on the employee's rostered off days. Training hours that takes place on rostered off days will be paid for at average pay or equal time off in lieu. Equal time here means the number of hours attending the training plus the one (1) hour to cover incidental expenses for each day of training e.g. Where the training session lasted for eight (8) hours on one (1) day then the time off in lieu would be nine (9) hours.

Should the option of equal time off in lieu be exercised, the parties agree that this time will be within the immediate four (4) week period after the training has taken place at a mutually agreed time between the trainee and the manager / supervisor.

#### 23.10 ADDITIONAL EXPENSES INCURRED

Additional expenses incurred under the company's training initiatives will be fully reimbursed as the expense is incurred.

### 24. UNION DELEGATES

24.1 The employer endorses the right of its employees to have proper representation in their dealings with Management. The accredited delegate and/or co-delegate shall be allowed the necessary time during working hours to discuss with the employer or his representative any matter affecting the employee whom he/she represents. Such discussions should be arranged for times which are convenient to both parties. Before a delegate/co-delegate moves away from his/her own area or commences to work on Union business, he/she must first obtain the permission of his/her Line Manager. Similarly, when he/she wishes to see the HR Manager, he/she should make the appointment through the Supervisor.

#### 24.2 ATTENDANCE AT MEETINGS

The Company recognises that the Union members have a need for proper representation at various meetings whether they be with Management or before an Industrial Tribunal as a follow-on of a dispute within the plant and accordingly the following practices will prevail in relation to the payment of delegates for attendance at the meetings:



Types of Meetings:

- (a) Called by Company.
- (b) Meeting held at Company request or with Company approval to pass on information etc.

All above meetings: no deduction of pay for attendance to those who are on duty and payment at average pay (+1 hour) or time in lieu for those delegates off duty, providing discussion is only on the specific subject matter as directed by the Company.

24.2.1 Rostered on night shift before the meeting – Delegate is released 10 hours prior to the scheduled start time of the meeting

24.2.2 Rostered on night shift on the day of the meeting:

- a) Meeting scheduled to commence before 2pm and finishes at or before 2pm, delegate to return to work on night shift after 10 hours break
- b) Meeting commences 2pm or later, delegate to go on duty at the end of the meeting. Delegate to be on duty for a maximum of 16 hours from the scheduled start time of the meeting.
- c) Meeting commences before 2pm and finishes after 2pm, delegate to be on duty for a maximum of 16 hours from the scheduled start time of the meeting.

Delegates will be required to record attendances as specified by the Departmental Manager in order to receive the payment.

24.3 MEETING BEFORE A COMMISSIONER

When one (or more) Unions is party to the dispute and that Union is not involved in a stoppage of work, the delegate and co-delegate of the Union will be permitted to attend without loss of pay if on duty. If off duty, payment will be made at average rates for time of hearing only. Those on duty will be permitted to leave work at a time to allow sufficient travelling time and will be expected to return to work at the conclusion of the hearing. Involved delegates or co-delegates on night shift will be permitted to cease work ten hours prior to the time of the hearing without loss of pay for their ordinary shift time. If relieved of six hours or more of night shift duty no payment for day attendance will be made. No extra payment will be made for delegates not having the requisite rest time between meetings and the next shift start. The delegates will be permitted to leave the meeting at any time they wish so that they may have their prescribed rest period. Delegates must advise their Manager/Supervisor before leaving their place of work for any meeting. No payment will be made to a delegate or co-delegate whose Union is involved in a stoppage of work.

#### 24.4 ATTENDANCE AT A NON-POLITICAL MEETING

Lost time will be reimbursed for up to 12 hours per calendar year for one representative from each Union attending Union called non-political meetings at a place nominated. This will not be cumulative from year to year, and evidence, preferably in the form of a letter from the Union Secretary must be presented in advance to the HR Manager stating that such a meeting is to be held and specifying the reason.

#### 25. REDUNDANCY

For any redundancies occurring during the period of this agreement, the parties agree to abide by the procedures which are contained in Appendix B.

Absolute security of employment cannot be guaranteed, but it is recognised that job security is an important issue for all employees and it is therefore the company's objective to provide continuing employment.

The parties agree that external factors (such as technological change, market force, etc.) will have an influence on the direction and viability of the business.

In accordance with the Redundancy Agreement (see Appendix B) and the Principle of Agreement clause (clause 3), the parties agree that the following steps should occur when redundancies are to take place:

- Full consultation with all parties should occur in accordance with Clause 8.
- All parties agree that work being undertaken by casuals, contractors (where the skills can be absorbed quickly) and fixed term contracts should be examined. In the event of a need to restructure operations, the company shall attempt to minimize the impact on permanent employees through the appropriate utilization of contractors and casuals.
- All parties agree that where the employee(s) have the relevant skills base, then the employee(s) could be transferred into another area without the loss of conditions or entitlements and without being offered redundancy.
- That volunteers should be called as a first option and the relevant redundancy clause will apply. The criteria to apply will be:
  - (a) Redundancy will be offered to the incumbent in the position
  - (b) Secondly, offered within the section
  - (c) Thirdly, within the department
  - (d) Finally, offered within the company.

No forced redundancy within the life of this agreement.

## 26. ACCIDENT MAKE UP PAY

The Company acknowledges the provision of the Workers' Compensation Act 1987 NSW whereby a worker is entitled to be paid his/her average weekly rate in respect of absences totaling not more than 26 weeks in respect of any one injury and agrees that it shall make up an employee's pay to the average weekly rate for an additional 13 weeks (ie. a total of 39 weeks at average rate of pay).

The provisions of this clause are subject to the following conditions:

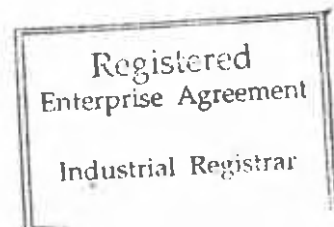
- a. The injury must be accepted as compensable under the terms of the Workers' Compensation Legislation.
- b. All absences must be covered by appropriate medical certification.
- c. During the supplementary period of 13 weeks, the employee shall not be entitled to make-up pay in respect of any periods of annual leave, long service leave or public holiday.
- d. The Company will be entitled to a refund of any amounts paid under this clause when an employee is successful in a common law claim in relation to the injury.
- e. After 39 weeks absence relating to any one injury payment will revert to the Workers' Compensation rate applicable at the time as provided for in the legislation.
- f. The Company reserves the right to modify the scheme at any time after consultation with the Unions.

## 27. COUNSELLING AND DISCIPLINE PROCEDURES

AIM: Counselling and disciplinary procedures are designed to assist employees to meet the conditions of employment or to improve an area of performance.

Examples of such instances are:

- \* Poor time keeping
- \* Excessive absenteeism
- \* Job performance
- \* Smoking within the building parameters



**Steps for the procedures are as follows:**

The person(s) being counselled should be advised that they are entitled to have a delegate or a witness present.

### Step 1    Initial Verbal Counselling

This is to be carried out by the Supervisor or Manager and will be noted and documented. Should the same problem reoccur within one (1) month of this counselling then Step 2 will take place.



Step 2      Second Verbal Counselling

This is to be carried out by the Supervisor or Manager and will be noted and documented. Should the problem reoccur within two (2) months, then Step 3 will take place. The shift delegate should be informed that this counselling process has taken place

Step 3      First Written Warning

This is to be carried out by the Supervisor or Manager. The specific details should be clearly explained and documented. The employee may wish to have their Union delegate present. The meeting should be documented and copies given to the employee and sent to the HR Department.

Should the problem recur within three (3) months, then Step 4 will take place.

Step 4      Final Written Warning

This is to be carried out by the Supervisor or Manager. The specific details should be documented and explained. The employee may wish to have their Union organiser present and a delegate. Copies of documentation should be given to the employee and HR Department. A period of four (4) months probation will start for the behaviour/action to be removed. Should this behaviour/action not change during this four (4) month period, then the employee will be dismissed.

Following satisfactory performance, the above steps will be set aside. However persistent offenders, particularly where a consistent pattern of behaviour exists, cannot expect to repeat the full steps of the above process.

Issues arising such as theft, insubordination, fighting, harassment, refusal of duty and gross neglect of duty (eg. a clear breach of the safety policy) will result in a full and proper investigation by the Operational Manager, HR Manager and union delegate. All parties concerned will be spoken to and a written report will be issued. The person (or persons) will be stood down (on full pay) until the investigation is completed.

Reporting of this investigation will be given to all parties concerned (management, organiser, delegate and the accused) as soon as this investigation is completed. All parties must be aware that as a result of this investigation, the employment of the accused may be terminated.

**28.      TERMINATION OF EMPLOYMENT**

28.1      Subject to any need to comply with the provisions of the Industrial Relations Act 1996, employment except in the case of a casual employee shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be.

28.2      Where an employee has given notice, they shall continue in their employment until the expiry of the notice. Should the employee be absent for any period of that notice, then

evidence will need to be shown for that absent period. If proof is not shown for this absent period then the employee forfeits the payment of the notice.

- 28.3 The absence of an employee from work for a continuous period exceeding four (4) working days without the consent of the Employer and without notification to the Employer shall be prima facie evidence that the employee has abandoned their employment.
- 28.4 Provided that if within a period of fourteen days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of their employer that they were absent for a reasonable cause, they shall be deemed to have abandoned their employment.
- 28.5 Termination of employment by abandonment in accordance with this sub-clause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

## 29. DISPUTES PROCEDURES

The primary objectives of this clause must be recognised by all parties as:

- (a) That normal work continues throughout the steps in the process (except for bona fide safety issues) and that the status quo at the point at which the grievance is lodged prevails until the process is completed.
- (b) That genuine efforts be made to settle the dispute as close as possible to its source and that graduated steps be provided for resolution.
- (c) That the steps be performed within reasonable time limits.
- (d) That while the "assistance" of members of the tribunal can be sought at any stage, the formal processes of the Commission should not be available to either party while the procedures are being followed.

The following steps will apply:

- Step 1 Should a dispute arise, then the worker and the delegate shall confer with the Line Supervisor or Manager. This must be accomplished within the working shift.
- Step 2 In the event of failure to resolve the dispute the matter will be referred to the appropriate Departmental Manager. The delegate and/or co-delegate shall confer with the Departmental Manager and any other relevant manager. This action will take place within one working day from the time that the original discussions took place.
- Step 3 In the event of failure to resolve the dispute, the delegate and/or co-delegate together



with their Union Organiser shall confer with the Departmental Manager or any other relevant manager and attempt to reach a settlement.

Step 4 In the event of failure to resolve the dispute, the appropriate Industrial Tribunal shall be requested to arrange a Conciliation Conference. The parties will then attempt to reach settlement.

Step 5 Should a settlement not be reached by Conciliation, the dispute will proceed to Arbitration in the normal matter and both parties agree to abide by the decision of the Industrial Tribunal.

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**CLASSIFICATION AND WAGE STRUCTURE**

CLASSIFICATIONS	WAGES \$ PER WEEK	
	11/11/00 YEAR 1 ↑ 4.5%	11/11/01 YEAR 2 ↑ 4%
1. Trainee Operator (Entry Level)	669.86	696.66
2. Skilled Operator	758.34	788.67
3. Operator Maintainer I	796.26	828.11
4. Operator Maintainer II	846.82	880.70

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 Machinery Agreement  
 10/1/00 to 10/1/01  
 10/1/01 to 10/1/02

## **JOB DESCRIPTION**

### **ENTRY LEVEL OPERATOR**

#### **Duties:**

1. Participate in continuous improvement programs and undertake appropriate training for skills development.
2. Run production lines and plant for which the operator has been trained.
3. Assist Maintenance Specialists and Operator Maintainers where necessary
4. Swap positions with Operator Maintainers, eg. to allow them to repair any line that is broken down.
5. Complete all administrative procedures

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## JOB DESCRIPTION

### SKILLED OPERATOR



#### **Duties:**

1. Responsible for training other employees.
2. Participate in continuous improvement programs and undertake appropriate training for skills development.
3. Run all production lines / plants for which trained
4. Assist in carrying out changeovers, adjustments and maintenance to the level of training and skills
5. Assist when necessary on any other job or duty to the level of skills and training
6. Swap positions with Operator Maintainers, eg. to allow them to repair of any line that is broken down
7. Assist Maintenance Specialist, Operator Maintainers or external skilled resource in repairs, preventative maintenance or upgrades of plant
8. Complete all administrative procedures

## JOB DESCRIPTION

### OPERATOR MAINTAINER 1 (OM1)

#### **Duties:**

1. Responsible for training other employees
2. Participate in continuous improvement programs and undertake appropriate training for skills development.
3. Run all production lines / plant for which trained.
4. Carry out mechanical adjustments, changeovers and maintenance on all lines / plant to the level of skills and training.
5. Assist when necessary on any other job or duty to the level of skills and training.
6. Responsible for repairs, preventative maintenance and upgrades of plant, assisted by specialists where needed.
7. Complete all administrative procedures.

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## **JOB DESCRIPTION**

### **SERVICES OPERATOR**

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#### **Duties:**

1. Responsible for training other employees
2. Participate in continuous improvement programs and undertake appropriate training for skills development.
3. Operate Steam Raising Plant and Refrigeration Plant
4. Assist when necessary on any other job or duty to the level of skills and training
5. Responsible for repairs, preventative maintenance and upgrades of plant, assisted by Specialists where necessary
6. Carry out maintenance to plant
7. Complete all administrative procedures

## JOB DESCRIPTION

### WAREHOUSE OPERATOR



#### **Duties:**

1. Responsible for training other employees
2. Participate in continuous improvement programs and undertake appropriate training for skills development.
3. Carry out all duties relevant to the movement and storage of goods onto, within and off the site
4. Assist when necessary on any other job or duty to the level of skills and training
5. Carry out minor maintenance to forklift trucks and plant
6. Clear blockages in automatic Racking and crane system within skills and legal requirements
7. Responsible for repairs, preventative maintenance and upgrades of plant, assisted by Specialists where necessary

## **Redundancy Program**

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Where an employee or employees are to be made redundant, the following terms and conditions will apply subject to the relevant provisions of the Principles of Agreement (Clause 3 of Part A).

This offer for consideration for dismissal is made without prejudice and is conditional upon the following:

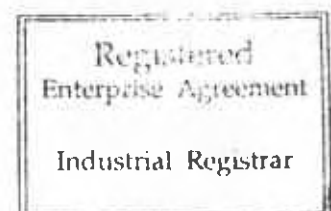
- that applications to be considered for dismissal, will be subject to acceptance of all such applications by the Company.
- that the offer is accepted by all Unions.
- that the Company's rights and responsibilities for employee selection are accepted.
- that planned numbers and skills levels are achieved.
- that any Agreement arising from this offer is dependant upon and subject to the registration of the Agreement in the office of the Registrar of the Industrial Relations Commission of New South Wales.

### **1. APPLICATION FOR CONSIDERATION OF DISMISSAL**

#### **Period of Notice**

- 1.1** Applications for consideration for dismissal shall be lodged with the Company within the period of time designated.
- 1.2** After expiry of the period of lodgment referred to, the Company shall consider each of the applications lodged and shall decide which applications it shall accept. The Company shall then advise each applicant in writing of the outcome of his/her application. The written advice referred to in this paragraph 1.2 shall not constitute the notice contemplated in paragraph 1.3.
- 1.3** Actual notice of dismissal in respect of the successful applications will be given by the Company when the positions concerned are actually redundant.
- 1.4** Each employee shall thereupon elect to work for the period of notice or terminate his/her employment and receive, in lieu of such notice, four (4) weeks payment at average rate of pay. If during the currency of this Agreement an award applicable to any of the Unions party hereto is varied to provide for a period of notice applicable to technological change, the relevant Union shall thereupon obtain exemption therefrom.

This provision only applies to those employees with twelve (12) months continuous Company service.





### 1.5 Severance Payment

On acceptance of application the Company will give each employee agreed for dismissal, 4 weeks payment at average rate of pay. This provision applies only to those employees with twelve (12) months continuous Company service.

1.6 In addition to the benefits described in paragraphs 1.1 and 1.2 above payment shall be made in accordance with the following formula:

- a) three (3) weeks payment for the first year of service greater than three (3) months; and
- b) three (3) weeks payment per year of service for each subsequent completed year of service, or part thereof.

Basis of calculation - for a) and b) above will be at average rate of pay.

### 1.7 Summary Table

	Notice	Severance	Formula	Total (Weeks)
- More than 3 months' service Less than 1 year's service	-	-	3 =	3
- More than 1 year's service Less than 2 years' service	4	4	6 =	14
- More than 2 years' service Less than 3 years' service	4	4	9 =	17
- More than 3 years' service Less than 4 years' service	4	4	12 =	20
	Notice	Severance	Formula	Total (Weeks)
- More than 10 years' service Less than 11 years' service	4	4	33 =	41
- More than 15 years' service Less than 16 years' service	4	4	48 =	56
- More than 20 years' service Less than 21 years' service	4	4	63 =	71

The base of calculation is at average rate of pay.



## **2. INSUFFICIENT APPLICATIONS FOR CONSIDERATION OF DISMISSAL AND CONSEQUENT TOTAL COMPANY SELECTED DISMISSAL**

Where suitable applications for dismissal and subsequent acceptance by the Company have not resulted in the reduction of numbers required, then the parties agree that the following benefits will apply to those employees who did not wish to be dismissed and who consequently were dismissed as a result of solely Company selection.

### **2.1 Period of Notice**

The Company will give each employee to be dismissed under Clause 2 of this Appendix, four (4) weeks notice of the appropriate effective date.

Each employee shall thereupon elect to work for the period of notice or terminate his/her employment and receive, in lieu of such notice, four (4) weeks payment at average rate of pay. If during the currency of this Agreement an award applicable to any of the Unions party hereto is varied to provide for a period of notice applicable to technological change, the relevant Union shall thereupon obtain exemption therefrom.

This provision only applies to those employees with twelve (12) months continuous Company service.

### **2.2 Severance Payment**

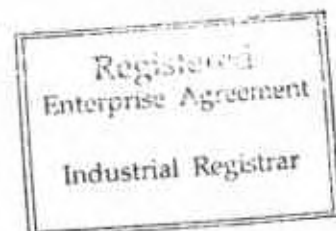
Each employee to be dismissed under Clause 2 of this Appendix, shall receive four (4) weeks payment at average rate of pay.

### **2.3 Dismissal Formula**

Dismissal payment shall be made in accordance with the following formula:

- a) four (4) weeks payment for the first year of service greater than 3 months; and
- b) four (4) weeks payment for each subsequent completed year of service or part thereof.

The base of calculation is at average rate of pay.



## 2.4 Summary Table

	Notice	Severance	Formula	Total (Weeks)
- More than 3 months' service Less than 1 year's service	-	-	4 =	4
- More than 1 year's service Less than 2 years' service	4	4	8 =	16
- More than 2 years' service Less than 3 years' service	4	4	12 =	20
- More than 3 years' service Less than 4 years' service	4	4	16 =	24
	Notice	Severance	Formula	Total (Weeks)
- More than 10 years' service Less than 11 years' service	4	4	44 =	52
- More than 15 years' service Less than 16 years' service	4	4	64 =	75
	Notice	Severance	Formula	Total (Weeks)
- More than 20 years' service Less than 21 years' service	4	4	84 =	92

The base of calculation is at average rate of pay.



**GENERAL ISSUES**

3. Each employee being dismissed in accordance with this Agreement shall be given, during his/her period of notice, unlimited time off without loss of pay to attend job interviews, provided it is established to the satisfaction of the Company that the application for time off is genuine, that prior notice is given and time is mutually agreed.
4. Where the work skills necessary for any new position or operation are different to those currently required, the Company will ensure that all necessary steps are taken to provide the appropriate type and level of training for those involved. Should genuine cases of difficulty arise during this retraining period the matter will be subject to consultation with the Site Training Committee, recognising that ultimate responsibility for employee skills development remains with the Company.
- 5A. If the paid rate of an employee's new position is at a lower rate (being not less than 90%) of pay than that which he/she enjoys in his/her redundant job he/she shall maintain his/her previous rate until the rate of pay for the new position equals the employee's previous rate, subject to his/her new position not being as a result of:
  - (i) Disciplinary reasons
  - (ii) Inability to satisfactorily perform the tasks
  - (iii) Employee's request for a change
  - (iv) Reversions after acting in a temporary capacity.

Application of this clause is subject to prior discussion with the Unions of the employees affected.
- 5B. If an employee is offered employment outside the Marrickville site the employee may apply for consideration of dismissal and if the Company agrees shall thereupon receive redundancy benefits as described in section 2 above.
- 5C. If an employee is employed in a position requiring certified skills and the job offered to him/her is outside the area of such skills, i.e. at a lower classification, he/she may apply for consideration of dismissal and if the Company agrees shall thereupon receive redundancy benefits as described in section 2 above.
- 5D. If in any circumstance an employee's new position is at a rate of pay less than 90% of his/her at average rate of pay, he/she may apply for consideration of dismissal and if the Company agrees shall be entitled to receive redundancy benefits as described in section 2 above.
6. An employee who is dismissed in award terms or who leaves the Company's employment of his/her own accord, other than in an instance described in Clause 5A hereof is not eligible for a redundancy payment.

7. If during the period of notice an employee dies, then the benefits to which he/she would have been entitled upon termination, as described herein, will be payable to his/her estate.
8. The Company agrees to pay the costs associated with bringing certified and professional tax and investment advisers to site to conduct group sessions for employees interested in these subjects. However, if an individual wishes to engage these advisers for personal counselling then any costs associated therewith will be to their own account.
9. The Company agrees to provide dismissed redundant employees with Company products equivalent to 13 weeks issue, which may be taken in any combination of Company product on offer.
10. The Company agrees to facilitate on site access to the Commonwealth Employment Service in order to assist those people not retained in finding alternative employment.
11. For purposes of any employee dismissed occasioned by his/her position becoming redundant, in accordance with Clause 1 and 2 herein, accrued and pro-rate annual leave loading, will be paid on the basis of 17.5% or average pay, whichever is the greater.



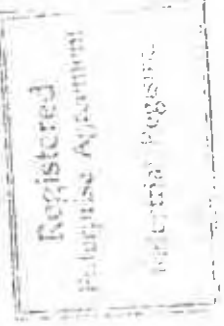
## Workplace Communication, Consultation & Negotiation Structure

SBU

Preamble: The Single Bargaining Unit (SBU) is a body represented by management and all site unions. This unit addresses the changes and direction of the business along with the terms and conditions of the Enterprise Agreement.

<b>Negotiation &amp; Consultation</b>	
<b>Single Bargaining Unit SBU</b>	
<b>WHAT</b>	<ul style="list-style-type: none"><li>- Business direction and performance</li><li>- All Terms and Conditions</li><li>- Monitoring, implementation and interpretation of agreement</li></ul>
<b>WHY</b>	<ul style="list-style-type: none"><li>- Major stakeholders dependant on the future success of the business</li><li>- Representation, settling and safeguarding the terms and conditions of employees</li></ul>
<b>WHO</b>	<ul style="list-style-type: none"><li>- Union organisers / Delegates / Management</li></ul>
<b>WHEN</b>	<ul style="list-style-type: none"><li>- Quarterly or as required</li></ul>

**Note:** Delegates, either alone or with their organiser, can meet to form a common position before meeting with management in the SBU. Such meetings of delegates, etc. will be agreed in advance with management to minimise disruption to the business.



## Continuous Improvement Process

CIP

**Preamble:** This process is established to achieve continuous improvements in performance and to reduce the running costs of manufacturing within each Team or Department areas.

<b>Site Teams Communication and Consultation</b>	
<b>Continuous Improvement Teams CIT</b>	
<b>WHAT</b>	<ul style="list-style-type: none"> <li>- Step changes in performance</li> <li>- Align manufacturing dimensions                             <ul style="list-style-type: none"> <li>· People</li> <li>· Assets</li> <li>· Capabilities</li> </ul> </li> <li>- Conversion cost reduction set by target</li> </ul>
<b>WHY</b>	<ul style="list-style-type: none"> <li>- Continuous improvement is necessary to secure the future</li> <li>- Opportunity for all employees to participate</li> </ul>
<b>WHO</b>	<ul style="list-style-type: none"> <li>- Departmental employees</li> <li>- Staff</li> <li>- Management</li> <li>- Consultants (as required)</li> </ul>
<b>WHEN</b>	<ul style="list-style-type: none"> <li>- Continuous and ongoing</li> </ul>

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**FINISHING HALL OM1 AND OM2 TOOL LIST**

<b>Part Number ( per "Blackwoods")</b>	<b>Description (One item of each unless stated otherwise)</b>	<b>Price \$</b>
07676301	TOOL BOX OM1	89.71
04341962	SPANNER SET 14 PIECE COMB METRIC JBS OM1	119.00
03766608	WRENCH ADJUSTABLE BLACK 8" OM1	22.38
03766909	WRENCH ADJUSTABLE BLACK 12" OM1	37.93
00718811	GRIP PLIERS OM1	21.90
05271462	L/N PLIERS OM1	22.85
07931415	MULTIGRIPS OM1	41.87
00534174	SCREWDRIVER OM1	4.80
00534208	SCREWDRIVER OM1	9.52
00534310	PHILLIPS DRIVER OM1	7.00
06911902	HAMMER BALL PEIN HICKORY HANDLE 350G JBS	13.75
03808607	PUNCH SET OM1	113.17
04336766	RULER OM1	12.54
01155888	TAPE MEASURE OM1	26.32
0372 8955	TORCH OM1	15.94
02583318	ALLAN KEYS OM1	35.40
03396155	SOCKET SET 24 PIECE METRIC ½" SQ DR JBS	262.12
04389556	SOCKET SET 46 PIECE AF/METRIC ¼" DR JBS	157.63
01600458	SCREWDRIVER KIT 13 PIECE CRESCENT CS13	43.99
07571008	HAMMER PLASTIC THOR NO 412 38MM	28.01
00872855	FRAME HACKSAW (BOX FRAME) JBS	19.90
03021140	PLIER LONG SNIPE NOSE PLN NO. 30-21 140MM	22.85
01300615	PLIER COMB INSUL KNIPEX 02-02 225MM	34.71
00575688	PLIER MULTIGRIP KNIPEX 88.01 300MM	41.87



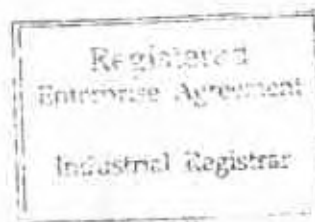
**FINISHING HALL OM1 AND OM2 TOOL LIST(cont)**

<b>Part Number ( per "Blackwoods")</b>	<b>Description (One item of each unless stated otherwise)</b>	<b>Price \$</b>
07482401	VICE GRIP CURVED JAW WITHOUT CUTTER 10CR	21.90
06999403	RULE STEEL 2 SIDE RABONE 49R 300MM	12.54
04466657	TAPE MEASURE FLUORO 8M/26FT X 19MM	26.32
03808607	PUNCH PIN SET LONG SERS STARRETT S248PC	113.17
01304718	PLIER DIAG CUT PLAIN KNIPEX 74-01 200MM	29.00
07366608	WRENCH ADJUSTABLE BLACK 150MM JBS	19.39
07366705	WRENCH ADJUSTABLE BLACK 200MM JBS	22.38
07366909	WRENCH ADJUSTABLE BLACK 300MM JBS	37.93
03653713	BAR PODGER 375 X 16MM	14.78
07631003	SPANNER COMBINATION RING/OE METRIC 30MM	26.50
07556706	SPANNER COMBINATION RING/OE METRIC 21MM	13.75
07630800	SPANNER COMBINATION RING/OE METRIC 24MM	16.90
07630703	SPANNER COMBINATION RING/OE METRIC 27MM	23.40
03782901	CALIPER VERNIER 150MM MITUTOYO 522-600	119.38

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**REFINERY OM2 (ELECTRICIAN) TOOL LIST**

<b>Part Number ( per "Blackwoods")</b>	<b>Description (One item of each unless stated otherwise)</b>	<b>Price \$</b>
07663709	SOCKET SET 24 PIECE METRIC & A/F ½" SQ DR (JBS)	256.45
02534962	RATCHET CABLE CUTTERS (Knipex)	229.00
07663903	WHITWORTH RING/SPANNER (Sidchrome)	130.00
01804555	RATCHET CRIMPING TOOL (Toledo)	122.78
04341962	SPANNER SET 14 PIECE COMB METRIC (JBS)	119.00
07066607	350MM ALUMINIUM PIPE WRENCH (Ridgid)	93.45
04454855	CURRENT TRACER (Wattmaster)	69.28
00078370	MULTIGRIPS 356MM (Crescent)	47.47
01600458	SCREWDRIVER KIT 13 PIECE CS13 (Crescent)	43.99
07366909	WRENCH ADJUSTABLE BLACK 300MM (JBS)	37.93
01301614	LONG NOSE PLIERS 160MM Knipex)	33.37
04393856	INSULATED PHILLIPS SCREWDRIVER 155MM (Knipex)	29.11
03830704	SIDE CUTTERS 200MM (Crescent)	27.50
04466657	TAPE MEASURE FLUORO 8M/26FT X 19MM (Stanley)	26.32
07208203	PLIERS 200MM (Crescent)	25.95
00702355	IMPERIAL ALLEN KEY SET (Bondhus)	24.82
02583318	METRIC ALLEN KEY SET (Bondhus)	20.75
04393652	INSULATED PHILLIPS SCREWDRIVER 85MM (Knipex)	20.20
00872855	FRAME HACKSAW (BOX FRAME) (JBS)	19.90
04393157	INSULATED STANDARD SCREWDRIVER 130MM (Knipex)	18.00
07367306	WRENCH ADJUSTABLE BLACK 100MM (JBS)	15.71
04392857	INSULATED STANDARD SCREWDRIVER 80MM (Knipex)	12.80
06999403	RULE STEEL 2 SIDE 49R 300MM (Rabone)	12.54
07079607	HALF ROUND FILE-2 <sup>ND</sup> CUT 250MM (Nicholson)	12.32
02080653	PLASTIC TOOL BOX (Willow)	8.95
07092406	EXTRA SLIM TAPER FILE 200mm ( Nicholson)	7.89
07195109	RETRACTABLE BLADE KNIFE (Stanley)	5.95



**REFINERY OM1 AND OM2 (FITTER) TOOL LIST**

<b>Part Number ( per "Blackwoods")</b>	<b>Description (One item of each unless stated otherwise)</b>	<b>Price \$</b>
07663903	WHITWORTH RING/SPANNER (Sidchrome) OM11	130.00
04341962	SPANNER SET 14 PIECE COMB METRIC (JBS) OM11	119.00
01600458	SCREWDRIVER KIT 13 PIECE CS13 (Crescent) OM11	43.99
07366909	WRENCH ADJUSTABLE BLACK 300MM (JBS) OM11	37.93
01300615	PLIER COMB INSUL 02-02 225MM Knipex) OM11	34.71
00702355	IMPERIAL ALLEN KEY SET (Bondhus) OM11	24.82
07366705	WRENCH ADJUSTABLE BLACK 200MM (JBS) OM11	22.38
07482401	CURVED JAW VISE-GRIP (Vise-Grip) OM11	21.90
02583318	METRIC ALLEN KEY SET (Bondhus) OM11	20.75
03653713	BAR PODGER 375 X 16MM (Evro) OM11	14.78
06911902	HAMMER BALL PEIN HICKORY HANDLE 350G (JBS) OM11	13.75
07663709	SOCKET SET 24 PIECE METRIC & A/F 1/2" SQ DR (JBS)	256.45
03782901	CALIPER VERNIER 150mm 522-600 (Mitutoyo)	119.38
03808607	PUNCH PIN SET LONG SERS S248PC (Starrett)	113.17
07066607	350MM ALUMINIUM PIPE WRENCH (Ridgid)	93.45
01304718	PLIER DIAG CUT PLAIN 74-01 200MM (Knipex)	29.00
07571008	HAMMER PLASTIC NO 412 38MM (Thor)	28.01
04466657	TAPE MEASURE FLUORO 8M/26FT X 19MM (Stanley)	26.32
03021140	PLIER LONG SNIPE NOSE PLN NO 30-21 140MM (Knipex)	22.85
00872855	FRAME HACKSAW (BOX FRAME) (JBS)	19.90
06999403	RULE STEEL 2 SIDE 49R 300MM (Rabone)	12.54
02080653	PLASTIC TOOL BOX (Willow)	8.95

