

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/257

**TITLE:** Vinidex Pty Limited Smithfield Site Enterprise Agreement 2002

**I.R.C. NO:** IRC02/4296

**DATE APPROVED/COMMENCEMENT:** 5 August 2002/1 March 2002

**TERM:** 1 March 2004

**NEW AGREEMENT OR VARIATION:** Replaces EA00/304 and EA01/238

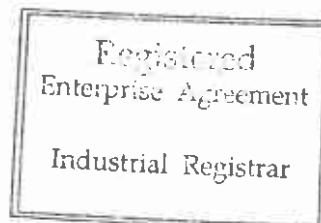
**GAZETTAL REFERENCE:** 6 September 2002

**DATE TERMINATED:**

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**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees of Vinidex Pty Limited, Smithfield site, who are not employed as salaried staff and who fall within the coverage of the Rubber Workers (State) Award and Metal, Engineering and Associated Industries (State) Award.

**PARTIES:** Vinidex Pty Limited -&- Electrical Trades Union of Australia, New South Wales Branch, National Union of Workers, New South Wales Branch, The Australian Workers' Union, New South Wales



FILED  
25 JUL 2002  
OFFICE OF THE INDUSTRIAL  
REGISTRAR

**VINIDEX PTY LIMITED**  
**SMITHFIELD ENTERPRISE AGREEMENT 2002**

Registered  
Enterprise Agreement  
Industrial Registrar

*Approved as  
per application  
W. H. J.  
5/11/02*

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## PART 1: GENERAL AGREEMENT CONDITIONS

### Agreement Objectives

This Agreement seeks to promote a more pro-active approach to Industrial Relations by having reached a set of wages and conditions of employment in a form which identifies with productivity, efficiency, mutual respect and understanding of each of the parties.

In summary, the Primary Objectives of this Agreement are:

- to establish and maintain the safest and healthiest work place possible;
- to achieve the best efficient and productive production results possible without compromising health and safety of the Employees;
- to provide proper training and career opportunities for Employees;
- satisfy the owners and customers to achieve long term investment in the site;
- be capable of adapting the organisation and work practices more quickly than our competitors;
- to meet the stated goals and targets of this Agreement;
- achieve greater motivation and personal pride amongst employees working in a co-operative atmosphere that leads to fair decisions and good results;
- to establish a genuine Unions-Company Partnership;
- to continue the intention of EBA 2000 of aligning all working conditions at the Smithfield site.

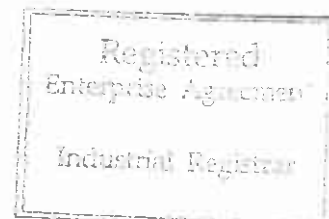
#### 1.1. Title

This Agreement shall be known as the Vinidex Pty. Limited Smithfield Site Enterprise Agreement 2002.

#### 1.2. Parties Bound

This Agreement will bind the following parties:

- (a) The National Union of Workers (NSW Branch) and its members
- (b) The Australian Workers Union (AWU) and its members
- (c) The Electrical Trades Union of Australia (NSW Branch) and its members.
- (d) Vinidex Pty Limited for the employment of the members of the above unions who are employed:
  - within the operations of the Company, or
  - in connection with the operations of the Company.



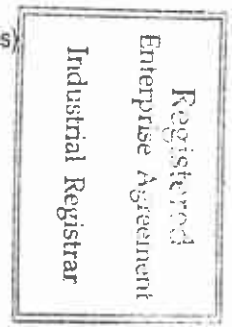
#### 1.3. Application

This Agreement applies to all employees of Vinidex Pty. Limited, Smithfield Site who are not employed as salaried staff.

#### 1.4. Relationship to Parent Award and Other Legislation

This State Enterprise Agreement is the sole document governing employment conditions for the Vinidex Pty Ltd, Smithfield Site. Where the Agreement is silent on any matter the Parties will refer to the following documents in the following sequence:

- Local Industrial Register;
- Rubber Workers (State) Award (Production and Distribution employees);
- Metal and Engineering Industries (State). Award (Trades Employees)
- prevailing State Legislation, or
- in the absence of State Legislation, the Federal Legislation will apply.



**1.5. Date and Period of Operation**

This Agreement will operate from the beginning of the first pay period to commence on or after 1 March 2002 and will remain in force until 1 March 2004.

**1.6. No Disadvantage to Employees (Standard Conditions)**

This Agreement will not cause any employee to suffer a net reduction in aggregate entitlements under the award or any reduction in Commission standards of hours of work, annual leave with pay or long service leave with pay.

**1.7. No Extra Claims**

There will be no further claims in relation to wages or conditions for the life of this Agreement except when consistent with this agreement or State Wage Case decisions.

**1.8. Public Interest**

This Agreement will benefit the employees of Vinidex, Smithfield Site, the Company's owners, the Unions party to the Agreement, customers, suppliers, local industry and the general Australian community, thus demonstrating Public Interest.

**1.9. Vinidex Local Agreements Register**

- 1.9.1 The Parties will maintain a Vinidex Smithfield Site Local Agreements Register. This Register will contain all local agreements on matters such as flexible working arrangements. If any local agreement is not contained in the local agreements register it will not be recognised on the site.
- 1.9.2 The Company is prepared to hear claims in relation to previous local agreements and if approved by current management will be included in the Vinidex Local Agreements Register.
- 1.9.3 In addition the employees are prepared to hear claims by the Company in relation to previous agreements and if approved by both parties these conditions will be included in the Local Agreements Register.
- 1.9.4 Copies of relevant Awards and Legislation will be maintained in the Vinidex, Smithfield Site Local Agreements Register.

**1.10. Implementation and Renewal of Agreement**

The Single Bargaining Unit will meet quarterly from the commencement of this Enterprise Agreement to implement this Agreement. Prior to the expiry of the Agreement and no later than October 2003 the Parties will review the Agreement and commence negotiations for the renewal of the Agreement.

**1.11. Unintended Consequences**

The Parties have developed this Agreement in good faith. The information on which decisions were made was information shared by all Parties. In the event that there are any unforeseen or unintended outcomes of significant proportions the Single Bargaining Unit will meet to resolve the matter. If there has been an omission from this Agreement that was contained in past registered agreements/awards or the 2000 Enterprise Agreement both parties will consider the issue and vary this Agreement accordingly.

### 1.12. Agreement Distribution

The Single Bargaining Unit is committed to providing all current employees with access to the Agreement and new starters with a copy of this Agreement. The Agreement will also be stored electronically for Plant access.



## PART 2: THE COMMITMENTS OF VINIDEX AND ITS EMPLOYEES

### 2.1. Joint Unions/Company Partnership

2.1.1 Our Strategic Plan aims to prolong the life of our plant through the attraction of further investment at the site to expand capacity. To create the environment for such large scale investments, we must continuously strive to improve the quality and consistency of our operations, eliminating all sources of wastage or rework and to generally seek all avenues to achieve the 6 key targets laid down in our Strategic Plan. The success of these endeavours will be heavily dependent on our most important asset - our Employees. We recognise that both the Company and the Unions have common objectives and that how we all work together to achieve these common objectives is an increasingly important source of competitive advantage.

2.1.2 Our common objectives are that our best results will be obtained by creating long term employment security, safe and superior working conditions and a high standard of living for all of our employees and their families. To achieve this we must:

- Satisfy our owners and customers to achieve long term investment in the site.
- Be able to adapt our organisation and work practices more quickly than our competitors are able to do, as and when the changing external forces demand it. Ensure injury prevention through a safe working environment and expand production in harmony with the outside environment.
- Achieve greater motivation and personal pride amongst our employees and hence better team and business results when all of our employees are involved in decisions that affect their work. Have the right Employees for the right jobs working on the right issues with accurate supporting data and skills in a co-operative atmosphere that leads to good, fair decisions and results.

2.1.3 The most preferred way forward is to continually strengthen the relationship between the Company and the Unions representing our employees heading into a full Partnership. We further believe that such a Partnership will lead to greater business success than alternative labour arrangements can. The most important aspect of the Partnership is that it is owned, driven and genuinely committed to by employees on the shopfloor as well as at other levels of the organisation.

2.1.4 We share a common view that a genuine Partnership:

- is not only based on shared objectives, trust, open communication but most importantly on the commitment of all parties to meeting their reciprocal obligations.
- involves not only the sharing of information but also sharing the plant's Strategic Goals and the responsibility for decision making on all issues directly affecting the work of our employees.
- involves all Partners making an equal and tangible contribution to the success of the overall plant for the well being of all of our employees.
- requires all Partners to be ready to defend the integrity of the Partnership to achieve the best results for the organisation and the majority of our employees.

2.1.5 It is recognised that adherence to these principles will be an overriding obligation for all parties during the life of this Agreement.

2.1.6 In order to ensure that the Partnership is established effectively with the full commitment of all Parties at Vinidex, this Agreement intends to establish the mechanisms and processes which will allow for the principles of a Union-Company Partnership to be more fully developed and established at all levels of the organisation throughout the life of this Enterprise Agreement. It is intended that the development of a genuine Union-Company Partnership can only be achieved effectively through the involvement of all Employees and Union delegates, particularly Union delegates at the shopfloor





level. For example there are many opportunities in the Plant's decision-making processes to take advantage of this Union/Company Partnership.

## 2.2. Consultative Principles

- 2.2.1 It is agreed that consultation means that Employees together with Management will be given the opportunity to contribute views on proposed improvements.
- 2.2.2 It is also recognised that the involvement of all Employees in decisions which will affect them will lead to better decisions and a greater commitment to implementation of the decisions. The use of consultation as the general way of doing business will mean that all Employees have the right to contribute ideas and to expect that their ideas will be considered in reaching a final decision.
- 2.2.3 It is considered that all Departments would have consultative mechanisms to best suit the size and nature of their own operation. These arrangements will comply with our previous definition of consultation and be aimed at discussing business performance, departmental work group performance, improvement plans for each department or working group, and to consider matters which potentially impact on each group. Changes to consultative mechanisms should be discussed and resolved within the Department. Training needs to assist these consultative mechanisms will be a matter for agreement within each department.
- 2.2.4 Where the Company is proposing significant changes in work practices or manning, consultation will occur with all areas affected to allow reasonable opportunities for employees to meet and consider proposals. Failing agreement, the issue/s will be addressed through the **Disputes Settlement Procedure (Part 8)**.

## 2.3 Consultative Committee

- 2.3.1 A Consultative Committee (five Union [4 NUW and 1 Maintenance, Representatives] and three Management representatives) has been formed, and among other things, its role is to overview the implementation and ongoing progress of the Enterprise Agreement.
- 2.3.2 The Consultative Committee should assess the effectiveness of consultative mechanisms and identify improvements and extensions. The Consultative Committee should also develop an annual plan detailing the objectives of the Consultative Committee.
- 2.3.3 Adequate resources will be made available to the Consultative Committee.

## 2.4. Union Delegates

- 2.4.1 An employee will be recognised as an accredited representative of a Union if:
- he or she is appointed as a Union delegate in the Department in which he or she is employed; and
  - the Company has been notified of this fact by the Union concerned.
- 2.4.2 A delegate will be allowed the necessary time during working hours to interview appropriate Company personnel on matters affecting employees that the delegate represents. Where the Company requires a Union representatives involvement on a day that the Employee is not rostered to work the Employee will receive single time payment or time off in lieu for such work unless the Company has indicated that the Employee concerned may miss a designated shift to be in attendance.
- 2.4.3 Union delegates meetings will be held on the last Friday of each month up to one and one half hours in duration. One delegate from Moulded Products, one from Extruded Products and one from the Distribution as well as one delegate each from the AWU and ETU, are also permitted to attend the state delegate meetings on a quarterly basis on Company time (no loss of ordinary earnings).
- 2.4.4 In addition the Company is willing to support the development of Union delegates via accredited courses on a case by case basis.

## 2.5. Right of Entry of Union Official

- 2.5.1 The Company requires the Union Official to notify of the intent to visit the site and to sign the visitor's book when he or she arrives on site. It would also be requested that where possible such visits to not interfere with the work of Vinidex employees. The Company reserves the right to return to the Right of Entry provisions of the NSW Industrial Relations Act if this Agreement between the Parties is violated.
- 2.5.2 Vinidex remains committed to supporting the NUW as the major site Union covering manufacturing and distribution and as such will provide the service of fee deduction from the payroll system at the request of union members. Vinidex further recognises the coverage of the AWU and ETU trade unions in respect of trade coverage and will provide the same fee deduction service at the request of union members.

## 2.6. Notice Board and Filing Cabinet

- 2.6.1 The Company will provide a notice board of reasonable dimensions under the following conditions:
- (a) An accredited union representative will be permitted to use this notice board to post formal union notices, which are signed or countersigned by the representative posting them;
  - (b) The Company or an accredited union representative may remove any notice posted on this board which is not signed or countersigned by the representative posting the notice;
  - (c) This notice board will be placed in a prominent position on site
- 2.6.2 In addition a suitable filing cabinet will be obtained for the storage and retrieval of industrial documents important to Site Delegates.

## 2.7 Team Based Work Organisation

Vinidex recognises the need to further enhance teamwork at the Smithfield site. The Company gives a commitment to this process over the life of the Agreement in line with the Principles detailed in **Appendix 1**.

## 2.8 Vinidex Disciplinary Procedure

- 2.8.1 At all times, the Parties to this Agreement are committed to supporting people through the appropriate approach to people management. Issues of discipline will be viewed from the perspective of helping an employee improve and remain with the organisation.
- 2.8.2 At all times, the Parties are committed to following the Vinidex Disciplinary Procedure contained in **Appendix 2**.

## 2.9 The Use of Staff Labour

The Company gives an undertaking to not fully man a production area with staff labour unless special circumstances prevail. Such circumstances would include, in order to maintain production during a official union stop work meeting, in order to prevent damage to plant and equipment, to train employees and for the purpose of experimentation or trialing of a new product.



## PART 3: TERMS & CONDITIONS OF EMPLOYMENT

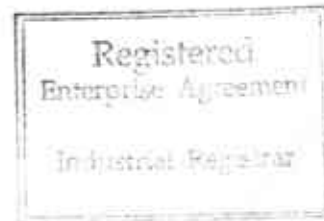
### 3.1 Contract of Employment

#### 3.1.1. Period of Contract

Employees of the Company will be employed on a fortnightly basis

#### 3.1.2. Duties Performed

An Employee will perform any work which the Company may reasonably require within their skills and competencies. This clause is not to be used to de-skill the work force and employees can only be asked to perform duties that are aligned with their positions.



### 3.2. Employment Categories

#### 3.2.1 Apprentices

3.2.1.1 In addition to the provisions contained in this Agreement, the conditions associated with Apprenticeships shall be bound by the *Apprenticeship and Traineeship Act, 2001 (NSW)* and the Parent Award, where appropriate.

3.2.1.2 Apprenticeship wage rates are contained in **Clause 3.3.2**

3.2.1.3 Where possible, the Company will attempt to retain an Apprentice following the completion of the Apprenticeship. However, the Company retains the right to terminate the Apprentice if the business needs so dictate. In such cases, a minimum of three months notice will be provided to assist the Apprentice in securing future employment.

3.2.1.4 This 3-month notice will be provided to the Apprentice 3 months prior to the completion of the Apprenticeship.

#### 3.2.2. Probationary Employment

3.2.2.1 All full-time employees will serve a three-month probationary period. This three-month period will provide an opportunity for Vinidex to determine suitability for ongoing employment. New employees will be informed in advance about this situation.

3.2.2.2 The probationary employment will form part of the employee's period of continuous service for all purposes of this Agreement unless otherwise specified.

3.2.2.3 In the case of the permanent appointment of a casual employee who has been with the organisation greater than three months, no probationary period will need to be served.

#### 3.2.3. Full-time Employment

Any employee not specifically engaged as being a casual employee, is for all purposes of this Agreement, a full-time employee unless otherwise specified.

#### 3.2.4. Casual Employment

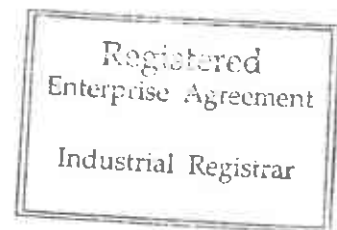
3.2.4.1 "*Casual Employees*" refers to both "*Casual Employees employed by Vinidex*" and "*Supplementary Labour*".

3.2.4.2 The term "*Supplementary Labour*" refers to Casual Employees who perform work for Vinidex but are employed by an Employment Agency in accordance with the agreement Vinidex has with its primary and secondary supplier

- 3.2.4.3 This provision shall apply to both Casual Employees as well as Supplementary Labour.
- 3.2.4.4 Vinidex Pty. Limited operates in a market that is subject to cyclic fluctuations. For this reason Vinidex will continue to utilise Casual Employees to cope with periods of peak demand. This helps Vinidex to preserve the full-time employment of current Vinidex employees.
- 3.2.4.5 A Casual Employee is to be employed by the hour and will be paid the hourly rate for the appropriate grade prescribed in this Agreement plus the casual loading as contained in the relevant Parent Award. This loading compensates the Casual Employee for non-receipt of such employee benefits as Annual Leave, Sick Leave, payment for Public Holidays not worked, Bereavement Leave and Carers' Leave.
- 3.2.4.6 Casual Employees are not entitled to claims for payment for Parental Leave and Jury Service.
- 3.2.4.7 Casual Employees will be paid in accordance with the terms and conditions of this Agreement.
- 3.2.4.8 Casual Employees will be paid at the Site Agreement rates for the grade of work they perform in addition to the Casual loading as per the relevant Award.
- 3.2.4.9 A Casual Employee may be employed for not less than four hours each start. Ordinary Hours and Overtime Rates will be applied in accordance with this Agreement.
- 3.2.4.10 Casual Employees shall be paid in accordance with the provisions of this Agreement with respect to Shift Allowances, Weekend Allowances and Public Holidays as worked in addition to the relevant Award Casual Loading.
- 3.2.4.11 The Company is committed to full-time employment and will only employ Casuals for limited and specific purposes. Any position occupied by a Casual or Supplementary Labour Employee for 6 months or more will be reviewed by the Company and the shop stewards with a view to making the position permanent.

### 3.2.5. Termination of Employment

- 3.2.5.1 Either party in accordance with the notice provisions of the NSW Industrial Relations Act may terminate employment. This can be accessed from the Payroll Department or the relevant Union.
- 3.2.5.2 The Company without notice may terminate employment for (also refer **Appendix 2**):
- malingering;
  - inefficiency;
  - neglect of duty; or
  - misconduct
- 3.2.5.3 The Company may deduct payment for any days the Employee cannot be usefully employed because of:
- strike;
  - breakdown in production or machinery; or
  - any stoppage of work by any cause for which the Company cannot be reasonably held responsible;



- where an Employee would have been entitled to payment for a Public Holiday during a period of stand down this payment will be made.

### 3.2.6 Notice of Termination of Employment

In order to terminate the employment of a Full Time employee, except in the case of dismissal without notice (3.2.5), the Company shall give to the Employee the following notice:

Period of continuous Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

### 3.2.7 Unapproved Absence

An Employee will lose payment for unapproved absences.

### 3.2.8. Timekeeping

All Employees are expected to clock on and off on each workday. If an Employee leaves the site on personal business this time should also be clocked. For timekeeping purposes the Company will use 6 minutes as the standard unit for deducting pay for lateness or for payment of overtime.

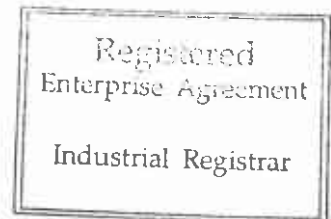
### 3.2.9. Abandonment of Employment

3.2.9.1 An Employee will be regarded as having abandoned-his or her employment under the following conditions:

- the Employee is absent for a continuous period which exceeds 3 rostered working days; and
- this Employee can not provide a reasonable cause for this absence.
- it is the Employee's responsibility to provide reasonable cause to the Company.

3.2.9.2 The Company follows clear steps in this situation:

- a letter is sent to the employee by certified mail
- the Company will wait five days for a response.
- failing response termination procedures will commence



## 3.3. Classifications, Rates of Pay and Allowances

### 3.3.1 Classifications and Wage Rates

- (a) The Company and the Unions have agreed on the classification rates of pay and allowances that will apply under this Enterprise Agreement.
- (b) These pay rates and allowances are not presented in this document to protect the competitive position of the Company but are included in the document certified by the Industrial Relations Commission (NSW).
- (c) The Unions and the Company have copies of these pay rates and allowances included in **Appendix 4.**

### 3.3.2 Wage Increases

- (a) An increase of 4.5% will be paid on all wages and allowances effective from the first full pay period on or after 1 March 2002. A further increase of 3.5% will be made on all wages and allowances on the first full pay period on or after 1 March, 2003.
- (b) Vinidex will prepare during August 2002 a summary report for the Single Bargaining Unit, which will provide an up-date on the monitoring of the Agreement and the KPI's.

### 3.3.3 Apprentices

The minimum wage rate for an apprentice will be:

- (a) the percentage as specified in the table below:
- (b) these percentages will be calculated to the nearest 10 cents as per the Enterprise Agreement Base Rate for Trades.

Year of Apprenticeship	% of Trades Grade 1 Rate
Year 1	42%
Year 2	55%
Year 3	75%
Year 4	88%

### 3.3.4 Key Performance Indicators

As part of the process of gaining greater efficiency and productivity at the Smithfield Site, the following indicators will be examined and monitored:

- Occupational Health and Safety – reducing and maintaining at as low a level as is possible, the Lost Time Injury Frequency Rate and First Aid Frequency Rate;
- planned versus actual lengths recorded;
- overweight;
- scrap/re-work measures;
- Operational Equipment Effectiveness;



### 3.3.5 First Aid Allowance

- (a) An employee will be paid a first aid allowance per day or shift if:
  - he or she is officially appointed by the Company to perform first aid duty, and
  - he or she has been trained to render first aid, and
  - he or she holds a currently approved first aid qualification.
- (b) This allowance covers all hours in a day or shift including overtime hours.

- (c) Employees working flexible hours will have first aid allowance calculated by dividing the allowance by 8 and multiplying it by the number of hours in the relevant roster, i.e. under a 12 hour shift roster first aid allowance will be 1.5 times the current allowance.

### 3.3.6. Shift Rates

- (a) Employees engaged on continuous work shifts, as defined in **Clause 5.1 "Definitions"** of this Agreement, are paid 11.84% loading shift allowance on their base rate for such shift work.
- (b) Employees not engaged on continuous work shifts, working on Afternoon or Night shifts, as defined in **Clause 5.1 "Definitions"** of this Agreement, are paid a 15% shift allowance to compensate them for such shift work.
- (c) For employees working a morning shift as worked in the Distribution, a Shift Allowance of 12.5% will be paid
- (d) Employees engaged upon seven day shift work rosters, as defined in **Clause 5.1 "Definitions"** of this Agreement, are employed on a salary basis with all relevant shift penalties included.
- (e) An Employee who is required to work:
- during a period of engagement on shift, on night shift only; or
  - on night shift for a longer period than four consecutive weeks; or
  - on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his time off night shift in each three shift cycles; shall, during such engagement period or cycle, be paid at the rate of 30% additional to his ordinary rate for all time worked during ordinary working hours.

### 3.4. Payment of Wages

#### 3.4.1. Frequency of Payment

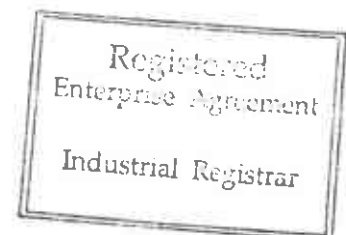
The Company will pay an Employee's wages as follows:

- (a) By no later than Wednesday of each fortnight, and
- (b) An employee will have wages paid into his or her choice of:
- a bank account; or
  - an approved credit union.

#### 3.4.2. Statement of Wages

The Company will provide each employee with a written statement of his or her wages. This statement will:

- (a) Be provided where practicable on or before pay day; and
- (b) Contain details of:
- Gross wages;
  - Overtime;
  - Deductions made;



- The net amount of wages to be paid;
- Long Service Leave and Annual Leave accumulations, and
- Rostered day off accumulation

### 3.4.3 Late Payment of Wages

(a) Vinidex provides a commitment to its work force that payment of wages will be made in accordance with this Agreement. Where late payment arises from error or omission by the Company and the financial institution imposes a fee or penalty (proven by written evidence), Vinidex agrees:

- in the case of once only fees, to reimburse the fees charged;
- in the case of penalties such as interest rate increases, to work with the employee concerned to overturn the penalty imposed.

(b) In the event that Vinidex is failing to consistently live up to this commitment, the Company and the Unions will review the situation.

### 3.5. Termination

An Employee will be paid all wages which are due upon termination. This payment will be made on the day of his or her termination, or forwarded by post on the next working day.

### 3.6 Deductions

The Company may deduct any amount from an Employee's wages which is due if the Employee provides the Company with written authorisation to deduct this amount. Where appropriate these amounts would be forwarded to the appropriate third party.

### 3.7. Make Up Pay on Workers Compensation

3.7.1 An Employee will receive Workers' Compensation payment for periods of total or partial incapacity under the following conditions:

- (a) This payment must be consistent with the provisions of the current NSW Workers Compensation Act;
- (b) The Insurer will pay the Employee at his or her ordinary rate of pay (defined as the Site Ordinary Rate including allowances) for a period of up to and including 39 weeks.

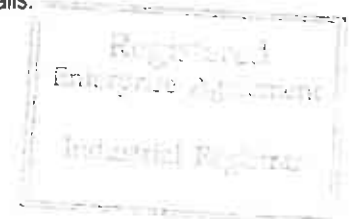
3.7.2 In the intervening period before a claim is accepted by the Company's Insurer, an Employee will have access to Sick Leave and Annual Leave. Such Leave will be reimbursed once the Employee's claim has been accepted.

3.7.3 In the case where an Employee has no leave, the Company will take steps to ensure that the Employee is not disadvantaged.

### 3.8 Time and Wages Record

The Company will keep a record for each Employee which will contain the following details:

- Employee's name;
- Occupation;
- Hours worked each day; and
- Wages and allowances paid each week.





### 3.9. Superannuation

- 3.9.1 Over the first twelve months the Company will look at introducing choice in terms of Superannuation Funds in line with changes to the relevant Legislation.
- 3.9.2 The subject of Superannuation contributions is dealt with extensively by Legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. The Legislation, as varied from time to time, governs the superannuation rights and obligations of the Parties.
- 3.9.3 The Company will make Superannuation contributions for each eligible Employee to a complying Fund in accordance with the Trust Deed, and the above Legislation.



## PART 4: OCCUPATIONAL HEALTH & SAFETY MATTERS & AMENITIES

### 4.1. Occupational Health & Safety

- 4.4.1 Vinidex and its Employees are committed to preventing occupational injury and illnesses arising from their work and promoting safety in the workplace by providing a safe and healthy work environment, seeking to identify, avoid or eliminate workplace hazards, facilitating their involvement of employees and their representatives, and complying in full with relevant Occupational Health and Safety Legislative requirements.
- 4.4.2 The performance of the Company and the Employees will be to the highest reasonable standards achievable to protect the safety, health and environment of the stakeholders.
- 4.4.3 In line with the Company's and its Employees' Occupational Health and Safety obligations, and in accordance with the role of the Occupational Health and Safety committee, all parties are committed to allowing appropriate access to the information on operations of the plant and the Company's products.
- 4.4.4 The Company and its Employees are jointly committed to work together in a consultative manner to prevent, as far as practicable, occupational injury and illness. Based on the Plascare Audit of Vinidex's safety program, an action plan has been developed to support these objectives and provide baseline data from which future improvements in performance may be measured.

### 4.2 Duties and Responsibilities

The Company will comply with the requirements of the relevant NSW OHS Legislation [*Occupational Health and Safety Act, 2000* (NSW) and the *Occupational Health and Safety Regulation, 2001* (NSW)]. Vinidex has established an Occupational Health and Safety Committee, including a Constitution. OHS Committee members are assured of their rights and obligations as applied by the relevant NSW OHS Legislation. A Rehabilitation process is in place, which assists employees, affected by occupational injury and/or illness. Procedures for dealing with OHS incidents are also established and are strictly adhered to.

### 4.3 Personal and Protective Clothing and Equipment

The Company will issue an employee with personal and protective clothing and equipment under the following conditions:

- (a) This issue must be appropriate to the work to be performed (a prepared list will be made for each section);
- (b) This issue will be free of charge
- (c) This clothing and equipment will remain the property of the Company;
- (d) The Employee is responsible for the repair and laundering of this personal clothing (except in the case of Maintenance Overalls and dust coats, Machine setting Overalls and the Mixing staff which will continue to be laundered by the Company);
- (e) All Employees are responsible for the safe wearing and use of personal protective clothing and equipment.
- (f) The Company will repair or replace clothing or tools damaged by fire, corrosive substances or molten metal during the course of work.
- (g) The Company will only be liable for damaged tools of trade which are normally used in performance of Employees' duties.
- (h) One issue of thermal underwear every two years will be available to Production Operators if requested.

- (i) A choice of Uniforms will be in line with the choices contained in the Local Industrial Register. It is not the intention of the Parties to use this provision for an increase in the existing number of Uniforms.

#### **4.4. Amenities and Conveniences**

Minimum conditions will be those prescribed by the relevant Occupational Health and Safety Legislative requirements. This includes the provision of hot water, powdered soup, tea, coffee, sugar and milk for coffee and tea. Further, the Company agrees to provide a refrigerator and microwave or cooking facilities.

#### **4.5. Compliance with Washing Requirements**

Employees who are required to carry out duties in areas where they are exposed to hazardous materials (Mixing Area of the Operation), need to follow the appropriate Occupational Health and Safety guidelines at the completion of their shift.



## **PART 5: HOURS OF WORK**

### **5.1. Definitions: (also refer Appendix 3)**

"Day Work" means work performed from Monday to Friday between the hours of 6.00am and 8.00pm. These hours of work include a non-paid meal break.

"Afternoon Shift" means a shift finishing after 6.00pm and not later than midnight.

"Night shift" means any shift finishing after midnight and at or before 8.00am.

"Rostered Shift" means a shift for which the Employee has been given at least 48 hours' notice.

"Continuous work" in relation to Shift Work, means work carried on with consecutive shifts throughout the 24 hours of each of at least five consecutive days without interruption except those due to breakdowns or meal breaks or due to unavoidable causes beyond the Company's control.

"Non Continuous Shiftwork" means work, which is not rostered to be performed on day, afternoon and night shifts and is not regularly rostered on weekends i.e. a 5 x 3-shift roster.

"Ordinary rate of pay" means the appropriate base rate of pay plus.

"Week" means a period of 7 consecutive days.

"SEVEN DAY SHIFT WORK" means work carried on with consecutive shifts throughout the 24 hours of each of the seven days of the week without interruption except during breakdowns or meal periods or due to unavoidable causes beyond the control of the Company.

"FIVE DAY SHIFT WORK" means work carried on with consecutive shifts throughout the 24 hours on five days of the week between the hours of 11 p.m. Sunday and 8 a.m. on Saturday without interruption except during breakdowns or meal periods or due to unavoidable causes beyond the control of the Company.

### **5.2. Ordinary Hours (also refer Appendix 3)**

An Employee's ordinary working hours must average 38 hours per week, under the following conditions:

- (a) This average will cover the full cycle of the Employee's relevant work roster; and
- (b) The method of implementing this average will be achieved by rostering Employees off on various days during a particular work cycle.
- (c) An Employee's ordinary working hours must not exceed:
  - 8 during any consecutive 24 hour period; or
  - 152 in 28 consecutive days.
- (d) An Employee's ordinary working hours may exceed:
  - 152 in 28 consecutive days if an Employee's roster allows for the weekly average of 38 hours to be achieved over a longer period than 28 consecutive days.



### **5.3. All Employees-Rostering Days Off**

- 5.3.1 Where an Employee is entitled to a day off during this work cycle, the Employee will be advised by the Company at least 4 weeks in advance of the day to be taken;

5.3.2 The Company may substitute a day that an Employee is to take off for an alternative day under the following conditions:

(a) This day may only be substituted in the event of:

- a breakdown in machinery, or
- a failure of electric power, or
- a shortage of electric power, or
- a need to meet the requirements of the Business eg. Major downturn or upturn in business, or
- any other emergency situation.

(b) The Company may only substitute a day that an Employee is to take off for an alternative day after consultation with the majority of Employees concerned or consultation with the individual Employee concerned.

(c) An individual Employee may substitute a day that he or she is to take off with the agreement of the Company.

#### 5.4. Day Work Ordinary Working Hours (also refer Appendix 3).

5.4.1 A Day Worker's ordinary working hours will be:

- Monday to Friday ( inclusive ); and
- between the hours of 6.00am and 8.00pm.

5.4.2 The Company may alter the ordinary hours of work for:

- an individual Day Worker, or
- a section of Day Workers, or
- all Day Workers on the plant , under the following conditions:
  - (a) Ordinary hours of work may only be altered by mutual agreement between the Company and the appropriate work area or seven days notice to the Employees concerned.
  - (b) Ordinary hours of work may only be altered in relation to:
    - the daily hours prescribed, or
    - starting times, or
    - finishing times.

#### 5.5. Day Workers - Meal Breaks

Day Workers will be entitled to unpaid meal breaks under the following conditions:

(a) Meal breaks must be:

- not less than 30 minutes, and
- not more than 60 minutes



- (b) The Company will fix the time for meal breaks to be taken.
- (c) The Company or employees may change the times that meal breaks are taken if there has been consultation.
- (d) A Day Worker will not be required to work more than 5 hours without a meal break unless mutually agreed for the benefit of both parties.

#### 5.6. Day Work - Transfer to Shift Work

5.6.1 A Day Worker may be rostered to perform shiftwork on a regular basis or a Shift Worker to perform Day Work on a regular basis under the following conditions:

- (a) The employee must receive at least 7 consecutive days' notice.
- (b) The employee will return to the status of a Day Worker/Shift Worker if he or she:
  - is no longer required to work Day work/Shift Work on a regular basis, and
  - receives at least 7 consecutive days notice.

5.6.2 In some instances the Company may need to change the work arrangements of employees due to the needs of the business.

5.6.3 Any major change to the hours of work of Employees, such as changing from day work to shift work, will require a process of agreement with the Employees concerned to ensure that any issues that may arise are resolved prior to the change.

#### 5.7. Continuous Shift Workers - Hours of Work (also refer to Appendix 3)

Unless otherwise specified in this Agreement, a Continuous Shift Worker's ordinary working hours must:

- (a) average 38 hours per week, and
- (b) not exceed:
  - 8 hours in any one day; or
  - 48 hours in any one week; or
  - 88 hours in fourteen consecutive days; or
  - 152 hours in 28 consecutive days.
- (c) A Continuous Shift Worker's ordinary working hours may exceed 152 hours in 28 consecutive days if his or her roster allows for a weekly average of 38 hours to be achieved over a longer period than 28 consecutive days.

#### 5.8. Non Continuous Shift Workers - Hours of Work.

5.8.1 A Non Continuous Shift Worker's ordinary working hours must:

- (a) average 38 hours per week, and
- (b) not exceed:
  - 40 hours in any one week (which is worked in 5 shifts of 8 hours); or
  - 80 hours in 14 consecutive days; or
  - 114 hours in 21 consecutive days; or



- (c) A Non Continuous Shift Worker's ordinary working hours may exceed 114 hours in 21 consecutive days if his or her roster allows for a weekly average of 38 hours to be achieved over a longer period than 21 consecutive days.

**5.8.2** A Non Continuous Shift Worker will not be required to work more than:

- (a) 8 consecutive hours on any one shift without overtime; or
- (b) 6 consecutive shifts in any one week payment of overtime if his or her roster does not provide for ordinary hours to exceed 114 hours in 21 consecutive days.

### **5.9. Shift Work on Saturdays (also refer to Appendix 3)**

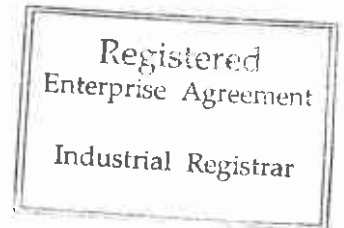
The Company will pay Shift Workers at the rate of time and one half for all work performed during ordinary hours on a Saturday.

### **5.10. Shift Workers - Meal Breaks**

**5.10.1** A Shift Worker's ordinary hours will be worked continuously except for meal breaks. Meal breaks will not exceed 20 minutes and will be counted as time worked.

**5.10.2** Shift Workers must take meal breaks under the following conditions:

- after no more than 5 hours work; or
- to suit the operational needs of the Company;



### **5.11. One Shift in 24 Hours**

A Shift Worker will not be required to work more than one ordinary shift in each consecutive 24 hour period unless this is required for the purpose of regular shift changes.

### **5.12. Shift Rosters**

Shift rosters will specify the start and finish times of ordinary working hours of the respective shifts.

### **5.13. Variations of the Method of Working Shifts**

**5.13.1** The Company may vary the method of working shifts for:

- (a) all Shift Workers to suit the circumstances of the operation, or
- (b) a section of Shift Workers to suit the circumstances of the operation.

**5.13.2** The Company may only vary the method of working shifts under the following conditions:

- (a) by the Company and the accredited Union representative agreeing to this variation; or
- (b) in the absence of agreement, the Company giving the employees at least 7 days notice.

**5.13.3** In the case where such a variation involves a move to twelve hour shifts or a move off twelve hour shifts then the majority of employees must be in agreement.

### **5.14. Overtime**

#### **5.14.1. All Employees- Reasonable Overtime**

The Company may require an Employee to work reasonable overtime in accordance with the rates and conditions of this Agreement and Employees must work this reasonable amount of overtime.

#### 5.14.2. Overtime Definition:

Overtime is work which is performed:

- in excess of ordinary hours;
- outside ordinary hours of work;
- on a shift other than a rostered shift (unless swapped at employee's discretion).

#### 5.14.3. Overtime Rates (also refer to Appendix 3)

(a) Overtime rates will be:

- Time and one half for the first 3 hours overtime worked on any one day, and
- Double time until the completion of that overtime work.

(b) Each day will stand alone for the purpose of calculating overtime under this Agreement.

#### 5.14.4. Continuous and Non Continuous Shift Worker: Non Payment for Overtime

Continuous or Non Continuous Shift Workers will not be paid at overtime rates if:

- (a) By arrangement between the Employees themselves they swap shifts; or
- (b) It is customary rotation of shifts, or
- (c) The shift which the Employee is transferred to on short notice is an alternative to the Employee being stood down in circumstances which would entitle the Company to deduct payment for any days that the Employee can not be usefully employed because of any:
  - Strike, or
  - Breakdown in production, or
  - Breakdown in machinery, or
  - Any stoppage of work for which the Company can not be held reasonably responsible.

#### 5.14.5. All Employees- Rest Periods

- (a) All shift employees are entitled to an 8 hour rest period off duty between the work of two consecutive days. Unless otherwise specified day workers are entitled to a 10 hour break between the work of two consecutive shifts
- (b) Employees will be entitled to these rest periods under the following conditions:
  - it must be necessary for the Employee to work overtime, and
  - the Company will arrange for the Employee to take a rest period where this is practicable; and
  - an Employee will be released for the rest period without any loss of ordinary time which occurs during this rest period.
- (c) Under some circumstances the Company may require that an Employee resume or continue to work when he or she has not been given the appropriate rest period. In this situation the



employee will be paid at the rate of double time for any hours worked, until it is possible for that employee to take his or her appropriate rest period. This Employee will then be entitled to the appropriate rest period without any loss of pay for ordinary hours which fall during this rest period.

#### **5.14.6. All Employees - Recalls**

##### **5.14.6.1 Definition:**

"A Recall" means a period of time where:

- an Employee is called to work for a specific job after leaving the Company's premises, and
- he or she is notified of this time either before or after leaving the Company's premises, and
- the time is not continuous with the commencement of ordinary working time and

**5.14.6.2** An Employee will be paid at double time for a minimum of 4 hours work for each time that he or she is recalled.

**5.14.6.3** An Employee will carry out recalls under the following conditions:

- (a) must only be recalled for a specific job on any individual occasion.
- (b) the Company may also require an Employee on recall to perform work of an essential nature in addition to the specific job if:
  - work of an essential nature occurs after he or she has been recalled for a specific job, and
  - he or she has completed the specific job for which he or she was recalled, and
  - he or she has not left the Company's premises.

**5.14.6.4** The Company may not require an Employee to work the minimum 4 hour period of a recall if he or she completes the required work within that 4 hour period.

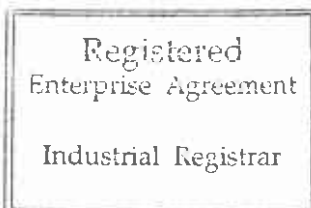
#### **5.14.7. All Employees- Recall Rest Periods**

- (a) An Employee will be released for the appropriate rest period without loss of payment for ordinary time which occurs during this rest period if he or she works 4 hours or more on any individual recall.
- (b) In such circumstances and before returning home after the recall, the Employee should agree with the Supervisor and/or the Team a revised starting time for the next day's work. In the absence of Supervisor or Team, the Employee should advise the relevant Shift Coordinator at the time of leaving the plant of their revised starting time.

#### **5.14.8. All Employees- Minimum Overtime on Saturday, Sunday or Holiday**

An Employee required to work overtime on a Saturday Sunday or Holiday will be:

- (a) Given a minimum of 4 hours work, or
- (b) Paid at overtime rates for a minimum of 4 hours, or
- (c) Paid at overtime rates for a minimum of 4 hours whenever this work continues over 2 days, unless:



- the overtime worked is continuous with any other overtime worked; or
- the overtime is continuous with work which commenced on the previous shift; or
- the overtime is continuous with work completed on the following shift.

**5.14.9 Weekend Overtime**

(a) Shift Workers

Employees on continuous shift work as defined, who are employed on overtime shifts (not rostered or swapped), shall for all time worked after 6 a.m. Saturday and before 6 a.m. Monday be paid at double the ordinary rate of pay.

(b) Day Workers

Where Employees other than those employed on continuous work as defined or on seven day shift work as defined, accept weekend work as an "employee on continuous shift work", overtime shall be paid as follows:

<b>Saturday</b>	Normal Overtime Rates
<b>Sunday</b>	all Double Time
<b>Public Holidays</b>	Public Holiday Rates

- (c) In the case of weekend overtime worked specifically to ensure a continuance of production, 8 hours will be paid for 8 hours worked at the appropriate penalty rate. This will include a 20 minute and 10 minute meal break.
- (d) If non-production aligned overtime is worked, for 8 hours pay shift of 7.5 hours will be worked which will include a single 10 minute meal break only.
- (e) In addition Day Work maintenance employees working on weekend work receive double time for hours worked.

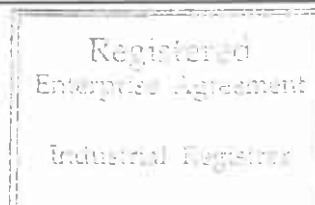
**5.14.10. Day Workers Working During Meal Breaks**

- (a) A Day Worker will be paid at the rate of time and one half for all work done during meal times unless such work has been agreed to as beneficial for both parties.
- (b) The Company will continue to pay a Day Worker this rate until he or she receives a meal break.

**5.14.11. All Employees - Meal Breaks on Overtime (also refer Appendix 3)**

An Employee will be entitled to a 20 minute meal break without any deduction of pay under the following conditions:

- (a) An employee is entitled to the first meal break if he or she is required to work a minimum of 1.5 hours' continuous overtime after completing his or her ordinary working hours.
- (b) This meal break may be taken before commencing this overtime.
- (c) Only one meal allowance is payable for each complete unit of overtime.
- (d) Permanent Day Workers and Maintenance Day Worker personnel who work a minimum of two hours overtime will have 0.3 hours at time and one half paid in lieu of a meal when working less than four hours overtime in total.



#### 5.14.12 All Employees- Transport of Employees

- (a) The Company will provide an Employee with transport to and/ or from his or her home, or pay an employee his or her current wage, for the time which is reasonably occupied in travelling to and/ or from his or her home if:
- an employee commences or finishes overtime, or a shift other than a rostered shift, and
  - this employee is required to travel at a time when the employee genuinely does not have transport to or from work.
- (b) The Company provides a commitment that where there exist examples of inconsistent interpretation or application of this clause, the Company will eliminate such inconsistencies to ensure a consistent plant wide approach.

#### 5.15. Work On Public Holidays (also refer Appendix 3)

5.15.1 The Company will pay an Employee at the rate of double time and one half for:

- (a) All work performed on a Public Holiday, or
- (b) A rostered shift, if the major portion is performed on a Public Holiday.
- (c) The shift commences between 10.00pm and midnight on the previous day.

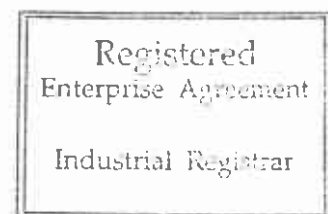
5.15.2 The Company will not pay an Employee at the rate of double time and one half for the shift that commences between 10.00pm and Midnight on a Public Holiday and extends into the next day.

5.15.3 An employee will:

- (a) Be offered at least 4 hours work, or
- (b) Be paid at the rate of double time and one half for a minimum of 4 hours if he or she is required to perform work on a Public Holiday specified in **Clause 6.5.1**, unless:
  - the time worked is continuous with any overtime worked; or
  - the work continues over 2 days.

#### 5.15.4 All Employees - Meal Breaks On Sundays and Holidays

Any Employee that is not rostered to but is required to work on a Sunday or Public Holiday will receive the same entitlement to meal tickets as they would when working overtime.



## PART 6: LEAVE ENTITLEMENTS

### 6.1. Annual Leave

#### 6.1.1. Period of Leave (also refer Appendix 3)

- (a) A Day Worker or Non Continuous Shift Worker will become entitled to a period 152 continuous hours paid Annual Leave upon completing 12 months continuous service less the period of Annual Leave.
- (b) A Continuous Shift Worker will become entitled to a period of 190 hours days paid Annual Leave upon completing 12 months continuous service less the period of Annual Leave.

#### 6.1.2. Continuity of Service

- (a) An Employee's service will be regarded as being continuous despite any of the following:
- any Company interruption to an Employee's employment which has been made with the intention of avoiding any obligations under this Clause; or
  - any Company decision which has been made with the intention of avoiding any obligations under this clause, or
  - any absence from work as a result of personal sickness; or
  - any absence from work as a result of an accident; or
  - any leave which is lawfully granted by the Company; or
  - any absence from work for which the Employee has a reasonable cause
- (b) An Employee's service will only remain continuous under the following conditions:
- an Employee provides proof for any absence specified in **Clause 6.1.4**
  - an employee must provide the same standard of notice as prescribed in **Clause 6.1** (sick leave) if he or she is absent due to: Personal sickness, or an accident, or an absence for which the Employee has a reasonable cause
  - an Employee will not be regarded as breaking his or her continuity of service unless the Company has notified this employee in writing that his or her continuity of service has been broken either during the Employee's absence, or within 14 days of the Employee resuming work
  - the Company may provide an Employee with notice that his or her continuity of service has been broken by delivering it to the Employee personally, or by posting it to the employees last recorded address (in this case the notice will be regarded as having reached the Employee in the post).
  - any absence specified in this clause will not be used in calculating a period of 12 months continuous service if this absence is less than 14 consecutive days.

#### 6.1.3. Time Of Taking Leave

In accordance with the *Annual Holidays Act, 1944 (NSW)*, both the Company and Employees must observe the following conditions on the time of taking annual leave:

- (a) The Company may specify a time for annual leave to be taken.

- (b) In the case of Maintenance and Distribution Employees, such leave periods will be determined by agreement between the Parties in the majority of cases. However, the period of notice will not be less than 4 weeks.
- (c) An employee must take his or her Annual Leave within 6 months from the date that his or her Annual Leave has accrued
- (d) In the case of Moulded Products, the Company must give an employee at least 9 months notice of the date to take Annual Leave for the annual Christmas shutdown. Employees shall be provided with a minimum period of 2 weeks Annual Leave. However, Annual Leave may also be taken in periods of 3 or 4 weeks. It should be noted that the Company is not entitled to change the dates of this period up to 2 months prior to the shutdowns without agreement.
- (e) In the case of Extruded Products, the Parties to this Agreement understand the Company's responsibility to maintain production levels as required. For this reason, the Employees of this section agree to provide the Company with sufficient volunteers to run the Factory on limited production over the four-week Christmas shutdown. Therefore, the Extruded Products employees agree to provide coverage during the Christmas break to facilitate limited production. These periods of shutdown may be varied in consultation with the employees to cater for fluctuations in market demand. An inability to provide such labour may lead the Company to reconsider this position.
- (f) The Company will provide suitable Rosters for the purpose of arranging the shutdowns. Such Rosters will be posted twelve months in advance but may be varied in accordance with this Clause.

#### 6.1.4. Payment In Lieu Of Annual Leave

An Employee will not accept or be given payment in lieu of Annual Leave except as specified in Subclause 6.1.10. (Proportionate Leave on Termination).

#### 6.1.5. Sick Leave when on Annual Leave

An Employee will be entitled to have a period of absence restored to his or her Annual Leave credit under the following conditions:

- (a) The Employee must have been absent on Sick Leave during his or her Annual Leave for a period of 5 or more consecutive days;
- (b) The Employee will only have these days restored to this Annual Leave credit if these days would have been ordinary working days for that Employee;
- (c) The Employee must produce a Medical Certificate when he or she resumes work;
- (d) The Employee must return to work on the due date unless:
  - the illness continues; or
  - the Company agrees that the period of Annual Leave should be extended.

#### 6.1.6. Public Holidays when on Annual Leave (also refer to appendix 3)

An Employee will have an 8 hour day added to his or her Annual Leave entitlement:

- a Public Holiday specified in clause 6.5.1 falls within an Employee's period of Annual Leave; and
- this Public Holiday is observed on a day which would have been an ordinary working day for that employee, unless this Public Holiday is observed on a Saturday or Sunday

- the Employee does not have a reasonable cause for his or her failure to attend for work at this time. This Employee must prove that his or her failure to attend for work was reasonable in the circumstances

#### 6.1.7. Calculation of Annual Leave

An Employee's period of Annual Leave will be calculated by rounding to the nearest day.

#### 6.1.8. Calculation of a Month

A period of one month will be calculated by the same method used in the following example:

**Example:** One month means:

Start of the working day on the 26th of April to the Start of working day on the 26th of May.

#### 6.1.9. Payment for Annual Leave

The Company will pay an employee an amount specified in the table below for Annual Leave under the following condition:

- (a) The Company will pay this Annual Leave entitlement before the Employee commences his or her Annual Leave;
- (b) The Company will pay an Employee for his or her Annual Leave at the rate specified for the occupation that he or she is ordinarily employed in either:
  - prior to starting that Annual Leave; or
  - prior to his or her employment being terminated.
- (c) An Employee taking broken leave will not receive more than pro rata entitlement for each completed month of service.

a) A Day Worker or Non Continuous Shift Worker	<ul style="list-style-type: none"> <li>• A loading of 17.5% of the amount paid for annual leave.</li> </ul>
b) A Continuous Shift Worker	<ul style="list-style-type: none"> <li>• The greater of the following amounts:</li> <li>• A loading of 17.5%</li> <li>• In the case of Extrusion the Annual Leave allowance</li> <li>• has been rolled into the salary.</li> </ul>

#### 6.1.10. Proportionate Leave on Termination

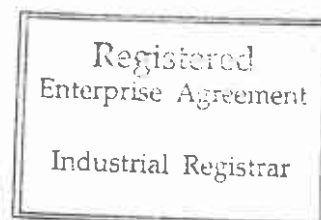
- (a) An Employee will receive a pro rata Annual Leave entitlement for each completed month of service if the employee leaves his or her employment after 1 months continuous service and before 12 months continuous service have been completed.
- (b) The loading prescribed by **Clause 6.1.9** shall apply to proportionate Leave on termination.

### 6.2. Personal Leave

#### 6.2.1. Entitlement:

For:

- (a) 12 hour rotating shift x 7 day roster workers:



- 1<sup>st</sup> year employees 60 hours per year (pro rata basis);
  - 2<sup>nd</sup> year onwards 84 hours per year.
- (b) 8 hour rotating shift x 5 day roster workers and permanent day workers:
- 1st to 3rd year employees 64 hours per year (pro rata basis);
  - 4th year onwards 80 hours per year (pro rata basis).
- (c) Day Work Maintenance Employees
- 1st to 3rd year employees 64 hours per year (pro rata basis);
  - 4th year onwards 80 hours per year.

#### 6.2.2 Sick Leave Component

- (a) The Sick Leave component is an employee's individual leave entitlement of hours, which is used for personal sickness.
- (b) In addition, the Company agrees to provide business leave to employees who have a genuine need for leave during business hours and that leave can not be covered by other existing forms of leave. Such leave is at the discretion of the Manufacturing Manager, Site Services Manager or Distribution Manager depending on who is most appropriate.

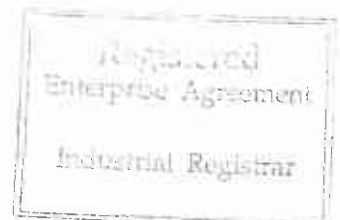
#### 6.2.3. Carers' Leave Component

- (a) Employees are entitled to a maximum of 38 hours Carer's Leave per year. Carers' Leave is used to care for either a member of an employee's immediate family or a member of the employee's household.
- (b) When Carers' Leave is taken, it is deducted firstly from the Sick Leave component, and then from accumulated Sick Leave. Therefore the Carers' Leave component is not an additional 38 hours leave entitlement on top of the Sick Leave entitlement.
- (c) Carers' Leave is subject to the provision of satisfactory evidence (Medical certificate or statutory declaration) and may be taken in periods of less than 7.6 hours (i.e. part days).
- (d) The Carer's Leave component does not accumulate.

#### 6.2.4 Carers' Leave Entitlement Definitions

The entitlement to use Carer's Leave in accordance with this sub-clause is subject to:

- (a) the Employee being responsible for the care of the person concerned;
- (b) the person concerned is either:
- a member of the employee's immediate family; or
  - a member of the employee's household.
- (c) the term "*immediate family*" includes:
- a spouse (including former spouse, a defacto spouse and a former defacto spouse) of the employee. A defacto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or



- a child or an adult (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- (d) the term "employee's household" includes a same sex partner living with the employee as a defacto partner of that employee on a bona fide domestic basis.

#### 6.2.5. Accumulation of Personal Leave

- (a) The amount of leave that employees accumulate from one year to the next is the amount of Sick Leave component that is left after both Sick Leave and Carers' Leave have been taken.
- (b) An Employee will accumulate any unused portion of his or her Sick Leave entitlement from one year to the next if his or her employment remains continuous with the Company.
- (c) An employee may take his or her accumulated Sick Leave in any following year.

#### 6.2.6. Conditions Applying to Payment

- (a) An Employee will be entitled to leave of absence without any deduction of ordinary pay if he or she is absent:
- due to personal illness, or
  - due to a need to care for a member of the immediate family or household, or
  - under some circumstances as a result of an injury from an accident arising out of and in the course of employment.
- (b) An Employee specified in this Clause will be entitled to paid leave of absence under the following conditions:
- The Employee will only be entitled to sick leave if:
    - he or she is not entitled to Workers' Compensation during the same period of absence.
  - The Employee must notify the Company of his or her inability to attend for duty either.
    - before commencing this absence, or
    - within 24 hours of commencing this absence (if he or she is unable to notify the Company prior to the commencement of this absence), or
    - where an Employee is sick and unable to present a medical certificate before the end of the pay period he or she can verbally notify the Company of their absence from work by telephone. On return to work, the Employee must present the certificate to the appropriate Supervisor or Tam Leader. Failure to do so will result in an appropriate deduction from the next period's pay.
- (c) Medical certificates will be accepted for the purpose of Sick Leave payments for employees where the majority of the shift falls on the day of the certificate date e.g. 7.pm Sunday to 7.am Monday will be counted as Monday for certificate purposes only.
- (d) The Employee must provide the Company with the following information:



- the nature of the illness or injury where this is practicable;
  - the estimated duration of the absence
- (e) The Employee must prove to the satisfaction of the Company that any failure to give the required notice in this Clause was reasonable in the circumstances.
- (f) The Employee must provide the Company with the Certificate of a duly qualified medical practitioner which states:
- that he or she was unable to attend for duty on the day(s) for which Sick Leave is claimed, and
  - that his or her inability to attend was the result of an illness.
- (g) An Employee is not entitled to claim leave in excess of his or her accrued entitlement
- (h) An Employee who has already had two paid sick leave absences in the year, the duration of each absence being of one day only is not entitled to further paid sick leave in that year of a duration of one day only, without production to the Company of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

#### 6.2.7. Accidents during the Course of Employment

An Employee will be bound to the conditions of (a), (b) and (c) below if he or she suffers an injury which is the result of an accident that arises out of and in the course of his or her employment, and he or she is not entitled to Workers Compensation for this injury.

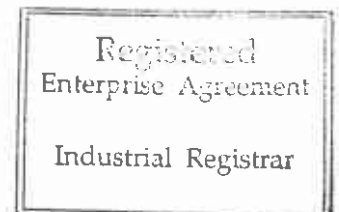
- (a) The Company will make an employee's pay up to his or her normal rate for up to 4 hours attendance at any of the following:
- Doctor during working hours on the day of the accident, or
  - Chemist during working hours on the day of the accident, or
  - Trained Nurse during working hours on the day of the accident, or
  - Hospital during working hours on the day of the accident.
- (b) The Company will deduct an Employee's wage for any time spent in attendance at any of the venues specified in Clause 6.2.7(a) which exceeds 4 hours.
- (c) The company will reimburse an employee with all expenses which are reasonably incurred in connection with his or her attendance at any of the venues specified in Clause 6.2.7(a).

#### 6.2.8. Bereavement Leave

- (a) An Employee on weekly hiring shall be entitled to a maximum of five continuous days leave without loss of ordinary pay on each occasion and on production of satisfactory evidence of the death of the Employee's :

Wife  
Step mother  
Defacto wife  
Child  
Husband  
Step Child  
Defacto husband  
Father in law

Adopted child  
Father  
Brother  
Step father  
Sister  
Mother  
Mother in law  
Partner



- (b) In addition, in the case of the death of a family member listed below the Employee is entitled to three continuous days leave without the loss of ordinary pay:

**Grandparent  
Grandchild  
Brother in law  
Sister in law  
Step-Brother/Sister  
Foster Child**

- (c) Such leave needs to be taken either immediately preceding or immediately following the death of the family member.

- (d) 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. This Clause shall have no application where it coincides with any other period of leave.

#### **6.2.9 Sick Leave Pay Out**

All Employees are required to have a minimum of 10 days Sick Leave in their Sick Leave account each year. Any entitlement above 10 days may be paid out at the request of the Employee in December of each year. Any hours cashed in, are in exchange for the equivalent hours in sick leave.

#### **6.3 Long Service Leave**

Employees covered by this Agreement will be entitled to the Long Service Leave conditions which prevail in the State of New South Wales.

#### **6.4 Parental Leave**

All parties to this Agreement are bound by the conditions of the *Industrial Relations Act, 1996 (NSW)* in regard to maternity, paternity and adoption leave. In addition to these entitlements the Company also agrees to pay five days parental leave with out the loss of ordinary pay on each occasion of Parental Leave being granted.

#### **6.5 Public Holidays**

##### **6.5.1. Holiday Entitlements**

An employee will be entitled to the following holidays without deduction of ordinary pay:

- Good Friday
- Christmas Day
- Easter Saturday
- Boxing Day
- Easter Monday
- Labour Day
- Queens Birthday
- Australia Day
- New Year's Day
- ANZAC Day
- Union Picnic Day

**Note:** Easter Saturday is only recognised as a Public Holiday if worked.

##### **6.5.2. Substitution of Holidays.**

- (a) Where Christmas Day falls on a Saturday or a Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day respectively.



- (b) Where Boxing Day falls on a Saturday, the following Monday will be observed as Boxing Day.
- (c) Where New Year's Day falls on a Saturday or on a Sunday, the following Monday will be observed as New Year's Day.
- (d) In each of the above-named Holidays, the dates on which the Holiday actually falls will be deemed not to be Holidays and the said Holidays will be observed only on the alternate days specified.

#### 6.5.3. Newly Gazetted Holidays

All employees under this Agreement will observe any additional Holidays which are proclaimed or gazetted in N.S.W., if:

- the Holiday is proclaimed or gazetted with the authority of the Commonwealth or State Governments, and
- the Holiday is one which is observed generally throughout the State of N.S.W.

#### 6.5.4. Holidays and Absences.

- (a) An employee will not be entitled to payment for a Public Holiday if he or she is absent from work on a working day before or after a Public Holiday and he or she does not have reasonable cause for this absence.
- (b) Each employee is responsible to provide proof of the cause of his or her absence unless the Company has given consent for the employee to be absent on either or both of these days.

#### 6.5.5 Rostered Days Off on Public Holidays (also refer to Appendix 3)

The Company will pay a Shift Worker for each Public Holiday at his or her ordinary rate (in the same pay period that this public holiday occurs), or add a day to his or her Annual Leave if his or her:

- Rostered Day Off falls on a Public Holiday specified in **clause 6.5.1.**, and
- Ordinary working hours include Saturday and Sunday, and
- This Public Holiday is not observed on a Saturday or Sunday.

#### 6.6. Jury Service

The Company will reimburse an Employee with an amount equal to the difference between his or her ordinary pay, and the amount paid to attend Jury Service, under the following conditions:

- (a) This Employee must be required to attend Jury Service either:
  - during ordinary working hours, or
  - immediately following an ordinary night shift for which he or she is rostered to work, or
  - immediately before an ordinary afternoon shift for which he or she is rostered to work.
- (b) This Employee is not reasonably able to attend for work on his or her rostered shift as a result of attending this Jury Service.
- (c) This Employee must notify the company of the date he or she is required to attend Jury Service as soon as this is possible.

(d) This Employee must provide the company with details of:

- proof of his or her attendance for Jury Service;
- the duration of attendance for Jury Service; and
- the amount paid for Jury Service

(e) Employees working on continuous 12 hour shift rosters and are rostered to work night shift either prior to or following attending Jury Service will be given those shifts off and will be paid at their ordinary rate for pay for those shifts.

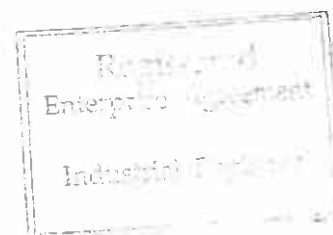
#### 6.7. Blood Donor Leave

An Employee has the right to be absent from work for a maximum period of 4 hours without loss of pay on four occasions in each 12 month period if:

- he or she is a regular blood donor; or
- he or she is required to attend a recognised Blood Bank (other than one visiting Company premises) or hospital for the purpose of donating blood in emergency circumstances; and
- he or she provides satisfactory evidence of attending the Hospital or Blood Bank.

#### 6.8. Emergency Services Leave

In the case of a Vinidex employee being an established member of an emergency services organisation, up to three days paid leave will be provided in the event of a substantiated incident or emergency of significant proportions requiring their attendance. In the event of a prolonged civil emergency the Company will be flexible as to the maximum Annual Leave allowable under this policy subject to satisfactory evidence in the manner provided for. In addition emergency response personnel may take additional single days of annual leave for approved training. This Leave will be managed by the Teams in accordance with their minimum manning agreements. Proof of attendance must be supplied.



## **PART 7: EMPLOYMENT SECURITY**

### **7.1. Commitment to Employment Security**

7.1.1 The Parties recognise changes in manning levels and work practices may follow from implementation of the strategic plan, capital investment or general improvements in work organisation. Where this occurs, it is agreed that reduced manning levels will be achieved wherever possible through natural attrition or the reduction in the use of supplementary labour.

7.1.2 However, vacancies matching the skills of displaced employees will not always be available. The partners accept that they cannot guarantee position security for individuals, but that by working together, they can achieve employment security in many cases.

7.1.3 In the case where the Company considers outsourcing a whole business function during the life of this Agreement, the Company agrees to provide the relevant Union sufficient notice to enable a degree of consultation to take place.

### **7.2 Negotiated Redundancy Payments**

The provisions of this Clause shall not apply to casual Employees who may be employed as provided in **Clause 3.2**.

#### **7.2.1. Rate of Pay**

For Employees covered by this Agreement, the current hourly rate of pay shall be the rate applicable to the employee at the time of retrenchment.

#### **7.2.2. Period of Notice**

- (a) The Company shall give Employees and the Union the maximum possible notice of intention to make retrenchments or redundancies, however, notice shall not be less than set out hereunder.
- (b) An employee under notice of retrenchment or redundancy may terminate their services at any time during such period of notice and still qualify for payment provided for in this Agreement.
- (c) An employee terminated because of a retrenchment or redundancy shall receive four (4) weeks notice or be paid four (4) weeks pay in lieu of notice.
- (d) In addition to the above notice, employees over 45 years of age shall be entitled to an additional weeks notice.

#### **7.2.3. Time off to Seek Work**

The Company shall allow time off without loss of pay up to one day in each week an Employee is under notice of retrenchment or redundancy employment. Additional time off to attend interviews for employment maybe allowed after verification of appointment.

#### **7.2.4 Process of Retrenchments**

- (a) Voluntary Redundancy is the preferred method for the retrenchment of Employees. In the case where there are insufficient volunteers the Company will endeavour to decide based on seniority. The Company also reserves the right to take other factors into account, such as the possession of skills and qualifications which may not necessarily be related to years of service. In such circumstances, the Company reserves the right to review each application for voluntary redundancy.
- (b) In the case where there is insufficient voluntary application, the Company will select candidates based on a number of factors including skills, competence and experience. In these situations the Union will be involved to ensure the integrity of the process.

### **7.2.5 Preference of Employment**

Retrenched employees will be eligible for re-employment based on all things being equal such as ability, skills and flexibility etc., should a position become available.

### **7.2.6 Payment of Accumulated Sick Leave**

All outstanding Sick Leave shall be paid to the Employee at the time of retrenchment.

### **7.2.7 Annual Leave Loading**

Annual Leave Loading on the appropriate rate of pay will be paid on all accrued and pro-rata Annual Leave where applicable.

### **7.2.8 Long Service Leave**

Payment of Long Service Leave will be made from commencement of employment. This payment is to be calculated on completed years and months of service (pro-rata basis).

### **7.2.9 Wages Employees Superannuation Plan**

Payments are to be made in accordance with the Trust Deed of the Vinidex Employees Superannuation Plan. Special arrangements will be made to ensure that superannuation payments are made as close to the termination date as possible.

### **7.2.10 Certificate of Service**

Each retrenched or redundant Employee will be supplied with a Certificate of Service on the date of termination or before is requested for seeking work. The Certificate of Service shall also list Units of Competency completed by the Employee.

### **7.2.11 Death of an Employee**

Should an Employee being retrenched or made redundant die before the final date of termination then all benefits relating to this scheme shall be paid directly into the Employee's estate.

### **7.2.12 Alternate Employment**

Should an Employee be offered employment in any other part of the plant as an alternative to redundancy and this employment is accepted then redundancy benefits shall apply if the Employee leaves within 10 weeks from the date of transfer.

### **7.2.13. Retrenchment / Redundancy Payment**

In addition to the other payments provided for in this Award, Employees terminated because of retrenchment or redundancy shall be paid four (4) weeks pay per year of service (pro-rata basis).



## **PART 8: THE DISPUTES SETTLEMENT PROCEDURE**

### **8.1. Disputes Settlement Procedure**

It is the intent of all Parties to utilise the Disputes Settlement Procedure specified in the table below to:

- confer and identify the facts, and
- resolve the issue wherever possible

<b>Step 1</b>	<b>Employee and Shift Coordinator/Supervisor</b>
<b>Step 2</b>	As above plus shift delegate or department delegate
<b>Step 3</b>	As above plus senior delegate and department manager
<b>Step 4</b>	Senior union delegate and department manager and Manufacturing Manager
<b>Step 5</b>	The company and the office or state office of the Union concerned
<b>Step 6</b>	Either party may take the dispute to the NSW Industrial Relations Commission

### **8.2. Disputes Procedure Conditions**

**8.2.1** All Parties to this Agreement must utilise this process to consult together to settle a matter without loss of pay or production under the following conditions:

- the principle of conciliation and direct negotiation will be adopted for the purpose of
- prevention and settlement of any industrial dispute that may arise.
- all Parties must take an early and active part in discussion and negotiation to prevent or settle disputes in accordance with this procedure.
- each stage of this procedure must be undertaken with as little delay as possible (normally within one day wherever possible).
- emphasis is placed on the settlement of any issue at the closest level to the workplace.
- at any stage, the make up of participants at any step in the procedure may be altered in order to facilitate resolution of the dispute.
- without prejudice to either Party, the status quo should remain while the matters in dispute are being dealt with in accordance with the above steps unless to do so would jeopardise the continuity of the business. The dispute will be jointly documented using the Disputes Settling Procedure Checklist.

**8.2.2** In the case where a safety issue/or the carrying out of specific work is being disputed, the Shift Coordinator is responsible for making a decision as to whether or not the job in question can be put on hold pending a conference. In making the decision the supervisor must take into account:

- the safety of the crew;
- essential needs of the operation.

**8.2.3** This in no way reduces the obligation for each individual employee to take responsibility for his or her own safety.



## PART 9: LEAVE RESERVE

Leave is reserved to the Company and the NUW with respect to the following issues. The objective is to implement these issues by mutual agreement prior to the expiry of this Agreement:

- (a) The introduction of a seven day continuous shift operation in the Moulded Products area in line with the agreed timetable.
- (b) Rubber ring insertion by packaging operators following capital expenditure by the Company.
- (c) All the Parties agree to meet and consult during the term of this Agreement with the view of simplifying this Agreement on the following basis:
  - this process will not result in a reduction in conditions or entitlements;
  - should agreement be reached within the first 12 months of this Agreement, the Parties agree to have the variations certified in the Industrial Relations Commission (NSW);
  - both Parties commit to ensuring all employees are fully aware of any proposed changes prior to the variations being lodged.
- (d) The Parties agree to discuss the respective positions of the Protection of Employee Entitlements during the term of this Agreement.

Registered  
Enterprise Agreement  
Industrial Registrar



## APPENDIX 1: TEAMS and VINIDEX'S FUTURE

### **A1.1 Team Based Work Organisation**

**A1.1.1** For Vinidex to secure its future, it needs to be a leader in all aspects of performance and present itself as a clear investment option for its owners. The Vinidex Central Region Strategic Plan is aimed at ensuring Vinidex realises this future.

**A1.1.2** A key requirement for achieving these strategic objectives is the development of Vinidex Employees. It is critical to our competitive position that all Employees are given an opportunity to contribute to their full potential. This is the only path to "world class" performance.

**A1.1.3** In order to achieve this the Company, Employees, and Unions are committed to the introduction of a Team Based Work Organisation.

### **A1.2 Employees, Unions and Management Commitment**

All Parties to this Agreement are committed to the introduction of a Team Based Work Organisation at Vinidex. The Parties are aware that this change process is resource intensive and requires constant support and guidance for success.

**A1.2.1** Management gives its commitment to the following:

- constant review of organisational structures in line with team based work principles.
- provision of resources necessary to make the change process successful.
- provision of support and development to all employees influenced by the change process.
- provision of adequate remuneration to Employees in recognition for their efforts.
- reviewing their own behaviours and attitudes against those required in a "world class" organisation.
- ensure that the change process results in more satisfying and value added positions for Employees.
- if necessary defend the change process against external forces.
- help to install in all the values and principles required for the change process to succeed.
- opportunity for career progression

**A1.2.2** The Unions and Employees are committed to the following:

- Employees working to their full potential which includes new dimensions to their work life, data gathering, analysing, decision making, coordinating, managing, implementing and communicating.
- increased flexibility in Employees' approach to work and less reliance on traditional quotas and restrictions.
- defending and promoting the value of the change process.
- adopting the values and principles associated with the change to a Team Based Work Organisation.

- sharing the burden of counselling those Employees who are having difficulty with the change process.
- ensuring all Employees who choose to support the change process receive access to the opportunities that a Team Based Work Organisation brings.
- increasing Employee involvement in the decision making process at all levels of the organisation.

A1.2.3 All Parties are committed to improving the overall performance of Vinidex and the job satisfaction of its Employees.

### A1.3 Team Based Organisation Design Principles

A1.3.1 The introduction of Teams in an organisation the size of Vinidex requires some form of support infrastructure to assist in the transition.

A1.3.2 Firstly, there needs to be a clear understanding of the values and principles. The values and principles for Vinidex are:

- decisions are to be made at the most appropriate level of the organisation
- information is to be shared not held back
- all people should be encouraged to develop their full potential.
- all people should not be afraid of asking for support
- support should be provided without removing responsibility for action
- people at Vinidex seek first to understand, then to be understood
- focus is on continuous improvement of tasks identified as being within a team's control
- all people should be treated equitably and with respect.

A1.3.3 Secondly, Teams require a framework for planning and managing their work. The Parties to this Agreement accept that the Star Point approach provides this structure. The basic principles of this approach are:

- provides a clear representation of the areas of responsibility for each team.
- provides clear team roles for team members which will ensure team outcomes are met.
- provides a clear link to the strategic direction of the organisation.
- helps to define team boundaries for decision making.
- encourages the development of key performance measures in the major areas of team activity and systems of feedback.
- helps to identify development requirements for the team.

### A1.4 The Implementation Process

The implementation of Team Based work at Vinidex is to be achieved through a bottom-up approach. That is, each department or area introducing self-managed teams will require the involvement of shop floor employees in the design.

## A1.5 Networking and Coordination

An important aspect of the change process is the change in role for middle management and management. In the new organisation these employees need to exhibit leadership behaviours not management behaviours.

### A.1.5.1 The Leader:

- shares responsibility
- facilitates control
- develops people
- challenges the status quo
- controls through shared understanding
- promotes change initiated by the workforce
- discourages dissent
- believes in people
- asks what and why
- develops the decision making potential of others
- shares information

**A1.5.2** The best way for middle managers and managers to understand these concepts is through the establishment of networks that coordinate specific areas of activity. Networks need to be coordinated by a leader and they provide a vehicle for the leader to exercise the values described above.

**A1.5.3** The networks will involve shop floor employees in the management of these areas and provide an opportunity for internal benchmarking and standardisation of approach. The networks will provide a critical aspect of the support required to ensure Vinidex becomes "world class".

## A1.6 Individual Development

The Parties to this Agreement recognises that the opportunity of individual development and growth is critical to the success of the change. As a result all parties are committed to rewarding these behaviours with increased access to higher grades in the existing Vinidex Grading Structure. In practice this may not result in higher grades being made available to Employees above what is currently in place, but it will increase the opportunity for all Employees to obtain these higher grades



## APPENDIX 2: VINIDEX DISCIPLINARY PROCEDURE

### A2.1 Introduction

A2.1.3 When an employee accepts a position with Vinidex they are accepting to maintain certain standards of performance and behaviour whilst on the job. Rules, policies and work standards are in place to control behaviour.

A2.1.4 A process needs to be followed to change unsatisfactory performance. It needs to be stressed that the intent of the process is to improve performance not secure termination. This is the spirit in which the process should be approached.

A2.1.5 It should be noted that the term "performance" is not meant as a reference to an "engineering standards" type approach to performance management. The Company agrees that only significant fluctuations in work performance should be treated as performance issues.

### A2.2. The Discipline Process

A2.2.1 The discipline process involves: -

- (a) identification of the unsatisfactory performance
- (b) understanding the cause behind the problem
- (c) assisting the individual in improving their standard of performance through counselling
- (d) identifying areas which may require training
- (e) monitoring their performance, and
- (f) clearly establishing the consequences of not improving their standard of performance.

A2.2.2 The process should demonstrate fairness and consistency in every case and if termination is the end result, it should not come as a surprise to the individual.

### A2.3. The Basic Steps

#### A2.3.1 On the Job Discussions

(a) Most discussions between team leaders and team members take place on the job. These discussions could be to:

- give training and advice;
- remind an employee of a standard;
- ask for a change in work practice;
- give recognition;
- advise on a breach of standard.

(b) This is the first contact in relation to unsatisfactory performance. The intent should be to ensure the person in question understands the performance problem (Use of diary notes).

#### A2.3.2 Formal Discussion/Counselling

(a) This meeting may be needed to:



- discuss training and performance progress;
  - discuss a difficulty experienced on the job;
  - advise of continuing poor performance following discussion on the job and provide advice and help;
  - advise of a serious breach of standards and provide help to correct the problem.
- (b) The individual should be made aware that this is the first stage of formal counselling in relation to performance. This discussion should be documented as a counselling session on the appropriate form.
- (c) The individual should be given every assistance to improve their level of performance or behaviour. This may require counselling sessions with the individual's Manager. This may also require additional training or coaching on the job.
- (d) The individual's performance should then be monitored and reviewed periodically to ensure feedback and improvement.

#### **A2.3.3 Written Warnings**

- (a) If the previous attempts at correcting the performance problem have not been successful then it may be necessary to issue the person with a written warning.
- (b) Once again this involves a formal discussion between the Team Leader, the person, the Union delegate and the Production Manager.
- (c) The discussion is recorded formally and a written warning issued that clearly outlines the performance problem, previous discussions on the problem, identified corrective actions and possible future consequences.
- (d) The purpose of the written warning is to ensure that the Employee:
- is properly advised of the seriousness of the problem;
  - has the opportunity to make corrections;
  - has the offer of help;
  - is advised of the likely outcome if the problem is not corrected.

#### **A2.3.4 Final Written Warnings**

- (a) In the case of very serious breaches of Company standards or repeated breaches of a lesser nature, a person will be issued with a Final Written Warning.
- (b) It often follows unsuccessful previous attempts to rectify the performance problem.
- (c) Once again a formal discussion is held involving the same parties and the discussion is documented.
- (d) The Final Written Warning is issued containing details of the problem, attempts to rectify, corrective actions and the outcome if performance does not improve.
- (e) At this point it should be made clear that the person's employment with the Company is at risk.

#### **A2.4. Formal Review Meetings**

**A2.4.1** In the case where an individual has been issued with a formal document as part of the disciplinary procedure, a period of review will be specified. At the end of this period, a review meeting will be held to determine the appropriate course of action. If the issue of concern has been addressed, then the formal document will cease to apply and appropriate action will be taken.

**A2.4.2** This does not prevent the Company from intervening within that period of review if the behaviour of the individual concerned does not improve or worsens.

#### **A2.5. Serious Breaches of Standards of Conduct**

**A2.5.1** The following are considered as a very serious breach of important generally accepted standards. In the case where one of these events occurs then the disciplinary procedure may not be strictly followed.

**A2.5.2** For instance, in some cases these breaches of standards may result in instant dismissal.

- under the influence, in possession of or use of alcohol, illegal or unprescribed drugs on the plant;
- committing any act of violence, fighting or horseplay that endangers the safety of others or themselves;
- unauthorised removal from the plant of Company or another Employee's property;
- wilful damage to Company, or other Employee's property;
- serious Breach of Safety Rules or Regulations;
- refusal of Duty except in cases where Employee safety is an issue;
- sleeping on the job.

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## APPENDIX 3: DEPARTMENT SPECIFIC CONDITIONS

### **A3.1. Introduction**

It is the aim of the Parties of this Agreement to continue to align all the working conditions on the Smithfield Site. The following clauses of this Appendix represent those variations from the basic conditions contained in this Agreement that have been negotiated in the different departments/sections of the site. For the purposes of this Agreement, clauses contained in these Appendices override clauses contained in the body of the Agreement for the specified area.

### **A3.2. Extruded Products**

#### **A3.2.1 Hours of Work**

The four shift roster is worked over 7 days per week including Public Holidays requiring each person to work fourteen 12 hour day or night shifts in every 28 day cycle. The system requires a total of 168 hours in each 4 weeks cycle, made up of 152 hours of ordinary time and 16 hours of overtime, all of which is included in the annualised salary. These hours of work can vary to suit operational requirements.

#### **A3.2.2. Salary**

A fortnightly salary will be paid in advance into bank or credit union accounts nominated by the Employee, and will be an all inclusive amount for skill used in the workplace, for training programs and any allowances paid under the existing Smithfield Industrial Agreement, as well as those conditions pertaining to the 7 days/12 hour shift roster system.

#### **A3.2.3. Overtime**

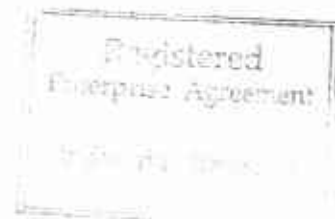
Overtime will be available at a flat rate per hour to cover one (1) extra extrusion line when necessary to meet market demand. This rate is contained in **Clause 3.3.1.**

#### **A3.2.4 Annual Leave**

(f) Annual Leave will accrue at a rate of six weeks per year which includes five weeks entitlements for working the 7 day/12 hours shift roster plus one additional week for work performed on public holidays. This leave will be taken as 4 weeks at Christmas, one week at Easter and one week during the September/October. The Extruded Products Employees agree to provide coverage during the Christmas break to facilitate limited production. These periods of planned shutdown may be varied in consultation with the Employees to cater for fluctuations in market demand.

#### **A3.2.5. Meal Breaks**

The Parties to this Agreement consent to continue the current arrangement in terms of meal break entitlements (3 half hour meal breaks) in the Extruded Products Department under the condition that all machines are manned appropriately during these breaks.



### A3.3. Moulded Products

#### A3.3.1. Current Situation

##### (a) Shift Structure

- (i) The rotating shifts consist of Team Leader, Production Technicians and Operators.
- (ii) The Team Leader is responsible for direction of the team including leading the KPI action planning and target achievement process.

##### (b) Hours of Work

- permanent day workers 8.0 hours/day plus 0.5 hours meal break;
- two shift operators both shifts work 8.0 hours / day plus 0.5 hour meal break;
- shift loadings are only applicable to afternoon or night shifts;
- continuous shift operations are of 8.0 hours duration's per shift including crib break.

##### (c) Rostered Days Off (RDO's)

- (i) For the duration of this Agreement, it is agreed between the Parties that a Rostered Day Off (RDO) per four weeks in the preferred method of effecting the 38 hour week. Further, it is agreed that in scheduling the RDO for any group and/or individual, the Company is not encumbered any way to meet its commitment to customers.
- (ii) At the commencement of each year the Production Manager will, with consultation with employees, prepare an RDO schedule for the year. This will define:
  - twelve (12) days (one per month), that if plant loadings permit, will signify complete production close downs allowing all production personnel to take an RDO.
  - twenty four days (two per month), that if customer demands require, will signify limited production days where half the member of each Team may take an RDO on alternate defined days in that period, thus ensuring a continuance of higher priority production.
- (iii) The Production Manager will, in conjunction with Sales and Scheduling personnel, provide four weeks notice of the Company's requirements.

#### A3.3.2. Public Holidays in Moulded Products

The current practice in relation to work on Public Holidays will remain.





### **A3.4. Fabricated Products**

#### **A3.4.1 Hours of Work**

- (a) Standard works hours will be carried out over five normal working days each week Monday to Friday, eight hours each day except Monday which will be twelve hours, 6.00am to 6.04pm including one midday meal break and 8.5 hours per day Tuesday to Friday inclusive of one midday. In the event of Monday being a Public Holiday, 12 hours will be worked on Tuesday. There is no Rostered Day Off (RDO) in this Agreement. To offset this, the RDO entitlement of 2 hours per week is paid at time and a half, with double time for the last hour.
- (b) On Monday or other days when overtime is worked there will be no afternoon crib break. As a result, work will cease at 6.04pm, but the pay period will cease at 6.20pm.

### **A3.5. Distribution**

#### **A3.5.1. Shift Structure**

The fixed shifts consist of Team and Warehouse/Pipe Yard Operators. The Team Leader is responsible for direction of the team including leading the KPI action planning and target achievement process.

#### **A3.5.2. Shift Hours**

Morning Shift consists of 8 hours per day which includes a 15 minutes tea break but does not include 30 minutes for meal break. Afternoon/night shift consists of 8 hours per day which includes a 15 minute tea break and 30 minutes for meal break Shift Allowance is to be paid for ordinary hours worked only, excluding rotating shifts.

#### **A3.5.3. Rostered Days Off (RDO's)**

- (a) For the duration of this Agreement it is agreed between the Parties that a Rostered Day Off (RDO) per four weeks is the preferred method of effecting the 38 hour week. Further, it is agreed that in scheduling the RDO for any group and/or individual the Company is not encumbered in any way to meet it's commitment to customers.
- (b) An RDO may be taken by an employee through consultation with members of his Team and Team Leader with a minimum of twenty four hours notice of such absence. Not more than one employee of any one Team is to schedule an RDO on the same day without approval from his Team Leader or Manager.

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## **A3.6. Maintenance**

### **A3.6.1 Shift Loading**

- (a) Shift Loading for fixed afternoon shift Monday to Friday (rotating one week in three) will be paid at 15% more than the ordinary rate.
- (b) Shift Loading for afternoon shift on Saturdays and Sundays and Public Holidays will be paid at 15% more than the ordinary rate.
- (c) No shift loading will be paid to afternoon shift workers who work morning shift on Saturdays or Sundays or Public Holidays.

### **A3.6.2 Hours of Work**

Maintenance crews working on afternoon shift shall commence normal shift at 2.00pm and finish work at 10.00pm, inclusive of a 30 minute meal break mid shift and a 10 minute crib break within the first four hours.

### **A3.6.3 Rest Period after Overtime**

- (a) When the time worked during any call back is less than three hours, then the Employee must be given at least 8 consecutive hours off duty between the work of successive working days.
- (b) When the time worked during any call back is more than 3 hours, then the Employee must be given at least 10 consecutive hours off duty between the work of successive working days.

### **A.3.6.4 Provision of a Good-Will Stand-By Roster**

Prior to the week-end, the Maintenance Supervisor will draft a week-end availability for call backs roster from volunteered notification. Should Employees not be contactable or unable to attend for duty, they will not be required to provide any explanation.

### **A.3.6.5. Maintenance Employees**

The Company commits to investigating the introduction of Competency Standards and Competency Based Development for Maintenance Employees during the life of this Agreement.



## **APPENDIX 4: THE VINIDEX SMITHFIELD PRODUCTION and DISTRIBUTION GRADING STRUCTURE**

### **A4.1. Introduction**

- A4.1.1** The introduction of competency based development at the Smithfield site commenced in the early 1990's. Considerable work was done at this time but the process failed to take hold. It is not the intent of this agreement to introduce an entire new approach.
- A4.1.2** The wage relativities and broad skill outlines already completed are more than appropriate for the Smithfield work place. This Appendix makes minor modifications to the original work and ensures that appropriate systems are in place to ensure the program is sustainable.
- A4.1.3** The content of this Appendix is the intended implementation of a new grading structure for Vinidex Smithfield. The Company and the Union are committed to working towards implementation of this grading structure for the production departments during the first six months of 2001 in line with the original Appendix of the 2000 Enterprise Agreement.
- A4.1.4** The Distribution Training package is still under development with a view of implementing in the last six months of 2002.
- A4.1.5** All of the materials that have been developed and those materials still in the development phase are in line with National Competency Standards and will deliver National Accreditation to Vinidex participants. This represents the extent of the commitment Vinidex has to allowing interested individuals to progress through the development of skills and competencies valued by Vinidex and the industry as a whole.
- A4.1.6** The Union and the Company are committed to the full implementation of the competency based training process to provide access to Nationally Accredited Training.
- A4.1.7** The Company reserves it's right to manage employee training and the union reserves it's right to become involved in issues of employee training. Should a dispute arise, the dispute procedure contained in this document may be followed.

### **A4.2. The Principle of Competency Based Development**

- A4.2.1** Competency based development focuses on a complete education process from gaining new knowledge and skill through to applying that knowledge and skill to achieve an identified work performance. Competency statements have been developed for all the major industries and Vinidex will utilise the National Plastics, Rubber and Cablemaking Training Package 1998 as the primary resource for the development programs.
- A4.2.2** Competency profiles already agreed to at Vinidex are largely consistent with the National Competency Standards and as such only minor modification will be required

### **A4.3. The Development Process**

- A4.3.1** Vinidex has adopted a self-paced approach to development allowing individuals to obtain development material and work through it at their own pace with coaching support available as required. This coaching resource will include TAFE support. This commenced in 2001 and will continue throughout 2002 and into 2003.
- A4.3.2** Once the Modules are completed Employees will then need to provide evidence of their competence in the work place before they are accredited with the module.
- A4.3.3** The process will be supported by the Recognition of Prior Learning Process. An audit process will be used to determine the competence of experienced employees. In these cases there may be a limited amount of new learning required to meet the performance standards of the identified position. In all cases it is the intention of Vinidex to provide the individual concerned sufficient

A4.4.2 Once the Modules are completed Employees will then need to provide evidence of their competence in the work place before they are accredited with the module.

A4.4.3 The process will be supported by the Recognition of Prior Learning Process. An audit process will be used to determine the competence of experienced employees. In these cases there may be a limited amount of new learning required to meet the performance standards of the identified position. In all cases it is the intention of Vinidex to provide the individual concerned sufficient time to gain the necessary skills required for the grade that they are paid at. In most cases this would be twelve months.

A4.4.4 The Company agrees to review each case on an individual basis and would discuss any intended actions with workforce representatives at this time. The focus of this process is to allow people to develop the skills they need to perform in their job.

#### A4.5. Adjustment to the Grading Structures

A4.5.1 The Production grading structure consists of four grades. These grades will be in line with the National Qualifications Framework and ensure that Vinidex employees receive National recognition for their skills. The grading structure for Moulded and Extruded Products is now as follows:

Induction Grade	Extrusion Only
Grade 1	Packing Operator Level 1
Grade 2	Packing Operator Level 2
Grade 3	Technician Level 1
Grade 4	Technician Level 2

A4.5.2 The Grade 4 rate is the equivalent to the highest original grade rate for an operator so there is no reduction in earning potential through this adjustment. Progression from Grade 2 to Grade 3 in both Production Departments depends on available positions.

A4.5.3 Each Production team will be lead by a staff Shift Coordinator.

A4.5.4 The Distribution grading structure remains the same:

Grade 1	New Employee
Grade 2	Operator Level 1
Grade 3	Operator Level 2
Grade 4	Operator Level 3

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PLEASE NOTE THAT PAGES 52, 53 AND  
54 HAVE NOT BEEN REPRODUCED AS  
THEY ARE TO REMAIN CONFIDENTIAL  
PURSUANT TO THE DIRECTIONS MADE  
BY JUSTICE HAYLEN IN THIS MATTER  
ON 5 AUGUST 2002.

#### **A4.7 Mixed Functions**

**A4.7.1** The focus of the grading structure will be to allow individuals to progress to the next grade as opportunities arise. For this reason, where appropriate, lower grade employees will be provided with an opportunity to perform higher-grade work. An adult employee who performs higher grade work involving different rates of pay, shall be paid at the higher rate for all time worked in the higher grade.

**A4.7.2** This will be interpreted according to the custom and practice on the site.

**A4.7.3** Where an employee works more than 50% of their time in a one-month period at a higher grade, the employee's position will be reviewed in consultation with the union.

**A4.7.4** In the case where an employee is asked to perform lower grade duties temporarily on any given shift, their rate of pay will not be changed to the lower grade rate. The case of permanent transfer will be managed in accordance with the award.

**A4.7.5** Should evidence emerge that the proposal is not applied consistently or should problems emerge with the provision, the parties will exercise their rights to raise the matter.

#### **A4.8 Process of Appeal**

In the case of a disagreement over an assessment of evidence the individual concerned should follow the disputes procedure contained in this **Part 8** of this Agreement.

#### **A4.9 Union and Company Commitment to Competency Based Training**

The NUW and the Company are committed to the full implementation of the competency based training process to provide access to Nationally Accredited Training. For this reason the Company and the Union have been careful to preserve the integrity of the process while not disadvantaging current employees:

- (a) the rates of all current employees will be red circled during the implementation of the program;
- (b) there will be no red circling of any new employee;
- (c) the Company will maintain a monitoring approach to assist any employee displaying difficulties or seeking assistance in their Training Program;
- (d) employees will be encouraged to be competent to their current grade. Progression through the grades will be voluntary;
- (e) no employee will be terminated as a result of not attaining their current grade;
- (f) the parties reserve the right to review the training program 12 months after its implementation.



**Signatories:**

The Unions and the Company accept and agree on the conditions of this Agreement.

Signed for and on behalf of Vinidex Pty. Limited.

*[Handwritten Signature]*

Signature of authorised person

GENERAL MANAGER

Office Held

Signed for and on behalf of the National Union of Workers (NUW) NSW Branch

D Belan

Signature of authorised person

STATE SECRETARY

Office Held

Signed for and on behalf of The Australian Workers Union (AWU)

*[Handwritten Signature]*

Signature of authorised person

ASS SECRETARY

Office Held

Signed for and on behalf of The Electrical Trades Union of Australia (NSW Branch) (ETU).

*[Handwritten Signature]*

Signature of authorised person

Secretary

Office Held

