

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/292

TITLE: Campbell Consumer Products (a division of Campbell Brothers Limited) Enterprise Agreement

I.R.C. NO: IRC02/4133

DATE APPROVED/COMMENCEMENT: 8 August 2002/1 March 2002

TERM: 1 March 2004

NEW AGREEMENT OR VARIATION: Replaces EA99/284

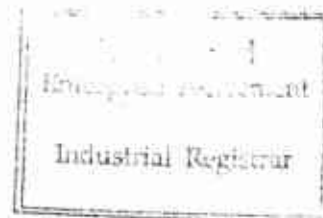
GAZETTAL REFERENCE: 20 September 2002

DATE TERMINATED:

NUMBER OF PAGES: 24

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees of Campbell Consumer Products (a division of Campbell Brothers Limited), 277-303 Woodpark Road, Smithfield, N.S.W., or any successor site located in the Sydney metropolitan region, who fall within the coverage the Soap and Candle Makers (State) Award

PARTIES: Campbell Consumer Products (a division of Campbell Bros Limited) -&- The Australian Workers' Union, New South Wales



March 2002

Enterprise Agreement



Campbell

Consumer Products

(A Division of Campbell Brothers Limited)

NEW SOUTH WALES INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1996

ENTERPRISE AGREEMENT

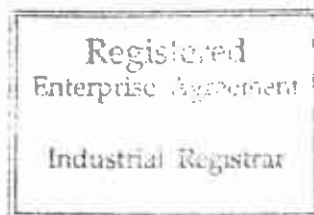
**CAMPBELL CONSUMER PRODUCTS
(A DIVISION OF CAMPBELL BROTHERS LIMITED)**

AND

THE AUSTRALIAN WORKERS UNION (NEW SOUTH WALES BRANCH)

ENTERPRISE AGREEMENT

THIS AGREEMENT made in pursuance of the Industrial Relations Act 1996, this 1st day of March, 2002 between CAMPBELL CONSUMER PRODUCTS (A DIVISION OF CAMPBELL BROTHERS LIMITED), 277-303 Woodpark Road, Smithfield, New South Wales, 2164 (hereinafter called "the Company") and THE AUSTRALIAN WORKERS UNION (NEW SOUTH WALES BRANCH), (hereinafter called "the Union"), witnesseth that it is hereby mutually agreed between the parties that the following Agreement shall apply to the Company and employees notwithstanding any provisions to the contrary contained within any Award or Agreement.



CAMPBELL CONSUMER PRODUCTS
(A DIVISION OF CAMPBELL BROTHERS LIMITED) ENTERPRISE AGREEMENT

Arrangement of Agreement

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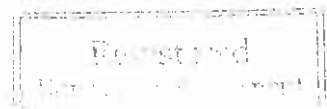
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PART 1 - PRELIMINARY

1.1 Title

This Agreement shall be known as the Campbell Consumer Products (a division of Campbell Brothers Limited) Enterprise Agreement.

1.2 Agreement Coverage

This Agreement shall apply to Campbell Consumer Products (A Division of Campbell Brothers Limited) (hereinafter called the "Company") and its employees employed at 277-303 Woodpark Road, Smithfield, New South Wales, 2164 or any successor site located in the Sydney metropolitan area.

This Agreement replaces number IRC284 of 1999. The relevant Award is the Soap and Candlemakers (State) Consolidated Award -- New South Wales.

1.3 Date of Operation

This Agreement shall take effect and have the force of law throughout the State of New South Wales as from 1st March, 2002 and shall remain in force for a period of twenty four (24) months from that date, and thereafter until varied or rescinded.

1.4 Aim

This Agreement between the Company, the employees and the Australian Workers Union (New South Wales Branch) has been developed through a process of consultation and participation and reflects the ongoing commitment to making Campbell Consumer Products increasingly competitive with first class service, quality, flexibility, communication and commitment.

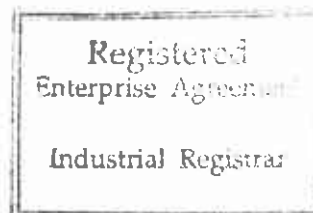
It is the objective of this Agreement to implement workplace practices so as to provide for more flexible working arrangements, which improve the efficiency and productivity of the Company, enhance skills and job satisfaction and assist positively in ensuring that the Company becomes a more efficient enterprise.

It is recognised that an important factor in reaching the above objectives is the development of a working environment where all parties are involved with the decision-making process. Both the Company and employees are committed to co-operating positively to implement work practices that are flexible and meet the requirements of the Company and the employees simultaneously.

Work will be organised to maximise the flexibility of the workforce and enable employees to work to the limits of their skills and capacities. There will be no artificial barriers preventing employees from performing tasks in which they have been trained.

1.5 Agreement Posting

A copy of this Agreement shall be exhibited in conspicuous and convenient places on the premises of the Company so as to be easily read by employees.



PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Contract of Employment

2.1.1 An employee shall on, or prior to, commencing employment, be provided by the Company with a written statement outlining the employee's:

- a) Employment category, which shall be full-time, part-time or casual;
- b) Classification level;
- c) Ordinary hours of duty;
- d) Rate of pay; and
- e) Date of appointment

2.2 Training

Employees may be required to undertake training for a wider range of duties and/or access to higher skill levels to assist in the implementation of structural efficiency negotiations.

The parties will co-operate in ensuring that appropriate training is available for all employees and the parties agree to co-operate in encouraging employees to avail themselves of the benefits of both from such training.

2.3 Grievance Procedure

All grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in dispute.

- (a) Any grievance or dispute that arises shall be settled wherever possible by discussion in the first instance between the employee(s) and their supervisor/manager.
- (b) If no agreement is reached between the employee(s) and their supervisor/manager, a Union delegate, where appropriate, shall be advised and brought into the discussion.
- (c) Failing a solution being reached, the matter shall then be referred to an official of the Union, where appropriate, and the Company's representative.
- (d) If the matter is still unresolved, it shall then be referred to the Industrial Relations Commission of New South Wales.
- (e) Whilst the matter is dealt with in accordance with the above procedure, work shall continue normally in accordance with procedures prior to the dispute or grievance.

2.4 Disciplinary Procedure

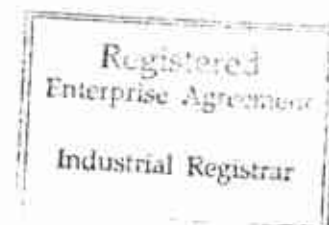
The disciplinary procedure (counselling/warning system) shall be as follows:

(a) **Formal Counselling**

Employees will be counselled about the matter and details will be noted in the Operation Manager's or Supervisor's diary. A Union Delegate may be present at the employee's request.

(b) **Formal Warning**

The employee will be counselled/warned about the matter, which will be confirmed in writing and signed by the employee. Whilst there is no requirement for witnesses at this stage, a delegate will be present at the employee's request.



(c) **Final Warning**

If the misdemeanour continues or other misdemeanours occur, a final warning in writing will be given to the employee with a Union Delegate present.

(d) **Dismissal**

If the employee's performance does not improve, the person will be terminated. The Union Delegate will be notified of the situation prior to the termination and the dismissal should be carried out with a Union Delegate present.

(e) Nothing in this procedure limits either the Company's or the employee's rights under this Agreement or at Common Law. Depending on the seriousness of the situation, the Company reserves the right to effect summary dismissal or such lesser action as the Company deems appropriate.

2.5 Termination of Employment

2.5.1. Termination of Employment

Except in the case of casual employees and in the case of dishonesty, drunkenness, disobedience, refusal of duty, serious neglect or gross misconduct, when an employee is subject to instant dismissal, the employment of full-time or part-time employees may be terminated by the appropriate notice period or payment in lieu as follows, provided that during the first three (3) months of full-time or part-time employment the contract of employment shall be one of probation only.

(a) Continuous Service

Notice Period

Not more than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

(b) In addition to the notice in (a) above, employees over 45 years of age at the time of giving notice, and with not less than two (2) years service, shall be entitled to an additional week's notice.

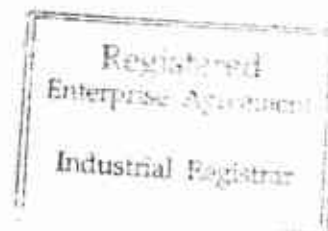
(c) Notice of Termination of Employees – The notice of termination required to be given by an employee shall be the same as that required of the Company. If an employee fails to give notice, the Company shall have the right to withhold monies due to an employee to a maximum amount equal to the ordinary time rate for that period of notice.

2.5.2 Abandonment of Employment

The absence of an employee from work for a continuous period exceeding three working days without the consent of the Company and without notification to the employer shall be prima facie evidence that the employee has abandoned his/her employment. Provided that:

(a) If, within a period of fourteen days from his/her last attendance at work, or the date of his/her last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the Company that he/she was absent for reasonable cause, he/she shall be deemed to have abandoned his/her employment.

(b) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.



2.6 Redundancy

2.6.1 Discussions Before Termination

- (a) Where the Company has made a definite decision that it no longer requires that the job an employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and the decision may lead to the termination of employment, the Company shall hold discussions with the employees directly affected and their Union.
- (b) The discussions shall take place as soon as it is practicable after the Company has made a definite decision which will invoke the provisions of paragraph (a) hereof, and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations, and measures to mitigate the adverse effects of any terminations on the employees concerned.
- (c) For the purpose of the discussion, the Company shall, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information, the disclosure of which would be inimical to its interests.

2.6.2 Transfer to Lower Paid Duties

Where an employee is transferred to other duties for reasons set out in Clause 2.6.1 hereof, the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and the Company may, at its discretion, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

2.6.3 Transmission of Business

- (a) Where the business is transmitted from the Company (in this clause called the "transmittor") to another employer (called the "transmittee"), and an employee who at the time of such transmission was an employee of the transmittor becomes an employee of the transmittee:
 - (i) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) The period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

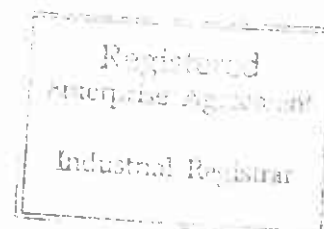
2.6.4 Time Off During Notice Period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in Clause 2.6.1 hereof, the employee shall be allowed up to one day's time off without loss of pay during each week of notice, for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

2.6.5 Severance Pay

In addition to the period of notice prescribed for ordinary termination in Clause 2.5.1 and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in Clause 2.6.1 hereof shall be entitled to severance pay as per Clause 2.6.11 below.

"Week's Pay" means the ordinary time rate of pay for the employee concerned.



2.6.6 Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in Clause 2.6.1 may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

2.6.7 Alternative Employment

The Company, in a particular case, may make application to the Commission to have the general severance pay prescription varied if the Company obtains acceptable alternative employment for an employee.

2.6.8 Employees With Less Than One Years Service

This clause shall not apply to employees with less than one years continuous service, and the general obligation on the Company should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

2.6.9 Employees Exempted

This clause shall not apply:-

- (i) Where an employee is terminated as a consequence of misconduct on the part of the employee;
- (ii) To employees engaged for a specific period of time or for specified task or tasks; or
- (iii) To casual employees or employees engaged by the day or hour.

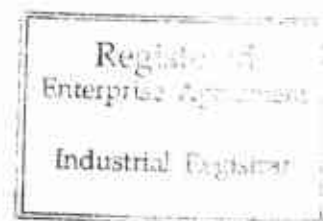
2.6.10 Method of Selection

Where and when the need for redundancies has been identified, it shall be on the basis of the need for the position and, wherever possible, volunteers will be sought from employees suitable for that position. The Company reserves the right not to agree to all acceptances of voluntary redundancies.

The Company will, wherever possible, select employees from the volunteers. However, if insufficient numbers of employees accept voluntary redundancy, the Company will then select employees to be retrenched according to skill, flexibility, competency and to meet the Company's requirements.

2.6.11 Redundancy

- (a) Each employee whose position is made redundant will receive 4 weeks' pay at ordinary time. This payment is in lieu of notice if the employee is not required to work the notice period.
- (b) Each employee whose position is made redundant shall receive 3 weeks' pay at ordinary time for each completed year of service, with a pro-rata component payable on any part years of service. The maximum payment, including the 4 weeks pay in lieu of notice, shall not exceed 30 weeks.
- (c) Each employee whose position is made redundant shall receive payment of all accumulated sick pay on the date of their termination.
- (d) Long service leave shall be paid according to the appropriate legislation.
- (e) Superannuation payments will be made in accordance with the terms of the Trust Deed(s).



- (f) Each employee whose position is made redundant shall receive payment in lieu of annual leave entitlements and pro-rata annual leave loadings.



PART 3 HOURS OF WORK, OVERTIME AND ROSTERED DAYS OFF

3.1 Work Place Flexibilities

The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this agreement.

It is accepted that the performance of a wider range of duties may mean involvement in non-traditional areas. Employees shall perform such work as is reasonably and lawfully required of them by the employer, including accepting instruction from authorised personnel. Instructions may go to Occupational Health and Safety issues. Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to them.

3.2 Local Flexibility and Consultation

The Parties agree to introduce a consultative procedure to achieve a more flexible approach to suit the size and needs of the enterprise or work section within the Company in accordance with the conditions contained in this clause.

3.2.1 Communication and Consultation

The parties agree that adequate consultation and communication provides a major contribution to efficient, flexible and productive employee and management practices. It is agreed that the need for proper consultation and communication extends to ensuring continued effective communication between all levels catering for an information flow between management and employees and/or the local Union representative.

3.2.2 Local Flexibility

By agreement between the Company and employees in a section or sections of work, or individual employees, local flexibilities can be reached involving the following provisions:

- (a) Span of hours, hours of work, shift hours;
- (b) Rostering and work cycles;
- (c) Roster breaks;
- (d) Timing of rest pauses, meal breaks and taking of annual leave;
- (e) Contracts of employment and period of notice;
- (f) Call-outs; and
- (g) Other matters by mutual consent.

3.2.3 Conditions

The introduction of local arrangements shall be based on the following conditions:-

- (a) The majority of employees within a section or sections must agree to the implementation of such arrangements;
- (b) The Union shall not unreasonably oppose any such arrangements; and
- (c) Agreements shall be recorded and made available to any employee. All such agreements must be signed by a manager of the Company or his delegate.

3.3 Hours of Work

3.3.1 Day Work – Employees Engaged prior to 1 September 1999.

For employees employed prior to the date of signing of this Agreement:



- (a) The ordinary hours of work shall be 38 hours per week, to be worked over 5 days, Monday to Friday. Each employee shall attend work for another 2 hours each week, which shall be accrued towards Rostered Days Off (RDO) as outlined below in Clause 3.5.
- (b) For normal day work, starting time shall be 6:30 a.m. unless otherwise mutually agreed to by an individual or group. The normal spread of hours shall fall between 6:00 a.m. and 6:00 p.m.
- (c) As of the 1st March 2002 the practice of ceasing work 15 minutes before the end of the last shift of the week shall cease and all shifts will run their full course of hours.

3.3.2 Day Work – Employees Engaged after 1 September 1999

The arrangement of hours of work for full time employees engaged subsequent to 1 September 1999 is as follows;

- (a) The ordinary hours of work shall comprise 152 hours per 4 week cycle. All ordinary hours are to be within a minimum of 4 hours and a maximum of 14 hours and all ordinary time worked is to be completed within a span of 14 hours.
- (b) Employees shall be entitled to no less than 8 full days off within each 4 week period.
- (c) When shifts of more than 10 hours per day are rostered for work, employees working such hours shall not be rostered for work on more than 5 consecutive days without 2 rostered days off unless by mutual agreement.
- (d) The minimum 10 hours break between shifts shall be subject to the cessation of one work period and the commencement of another work period. In case of changeover of rosters, 8 hours shall be substituted for 10 hours. This clause may not apply in cases where mutual consent exists.
- (e) In consultation with employees and by mutual agreement, the spread of hours may be varied to provide for other alternative working arrangements. Where practicable, such rosters shall be drawn up in consultation with employees and provide adequate rest periods and rostered days off.

3.3.3 Work Rosters

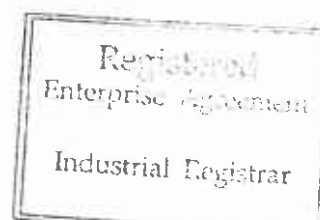
The company shall, 5 calendar days prior to beginning of a roster period, post an indicative roster outlining start and finish times within the span of hours. Where an emergency arises 24 hours notice will apply or such period as mutually agreed.

3.3.4 Break and Knock-Off Times

All machines will run productively until a time two minutes prior to the commencement of a designated break.

3.3.5 Meal Breaks

- (a) An unpaid meal break of at least 30 minutes shall be allowed each day, Monday to Friday, inclusive.
- (b) All work done during the recognised mealtime shall be paid for under Clause 3.6 , Overtime until such meal break is allowed.
- (c) An employee shall not be required to work more than 5 hours without a break for a meal. Provided that, by agreement between an employer and each individual employee and/or the majority of employees in the work section or sections concerned, an employee or employees may be required to work in excess of five hours.



- (d) Subject to subclause (c) the time of taking a meal break by one or more employees may be altered by the Company if it is necessary to do so in order to meet a requirement for continuity of operations.

3.4 Shift Work

3.4.1 Requirements

As of the date of this agreement employees are engaged on the basis that they may be required to work shifts as required by the Company given a minimum of 48 hours notice.

3.4.2 Hours

The average ordinary working hours of shift workers shall be fixed by agreement between the Company and the employees, but shall not exceed an average of 38 hours per week over a 4 week period, given the accrual of RDO's. All hours are to be worked within a minimum of 8 and maximum of 12 hours per day.

3.4.3 Rosters

Shifts shall be rostered so as to provide for weekly change of shifts unless otherwise agreed. The Company shall fix the shifts rostered for each section and alter them by mutual consent by giving 1 week's notice.

3.4.4 Meal Break

A 30 minute meal break shall be allowed to shift workers which shall be paid as time worked. These breaks shall be at a convenient time agreed by the Company and the employees. When attending a continuous operating plant, the shift worker will take their meal break in close proximity to the plant so that adjustments can be made to ensure safe operating conditions.

3.4.5 Shift Penalties

- (a) A shift worker whilst on rotating afternoon or night shift shall be paid a loading of 15 per cent in addition to their ordinary rate of pay.
- (b) An employee required to work at the Company's request on a permanent afternoon shift shall be paid a loading of 15 per cent, or on a permanent night shift shall be paid 22.5 per cent, in addition to their ordinary rate of pay.

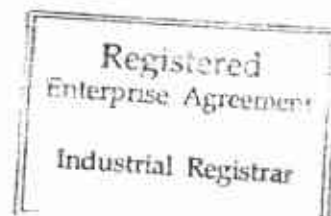
3.4.6 Changeover

The Company or its authorised representative are required to arrange relief when an employee is unable to attend their shift. Employees who are unable to attend their shift must endeavour to contact their supervisor/manager in advance.

3.5 Rostered Days Off (RDO)

3.5.1 Rostered Days Off – Employees Engaged Before 1 September 1999.

- (a) Rostered Days Off shall be at the average rate of 1 every 4 weeks for employees working a five day week. At the beginning of each calendar year, the Company shall set and publish a schedule of when rostered days are to be taken for that calendar year. These rostered days off shall be on a Monday unless that Monday forms part of a gazetted 'long weekend'. Should this arise, the RDO may then fall on a day immediately before or after that 'long weekend'.



- (b) The Company may elect to change a published RDO on no more than 3 occasions each calendar year provided the Company gives appropriate notice to employees and that the day to then be taken off is a on Monday.
- (c) Subject to genuine agreement between the Company and employee(s), an employee required to work on a published RDO may elect to exchange that day with another day agreed mutually between the Company and the employee.

3.5.2 Rostered Days Off – Employees Engaged After 1 September 1999.

For employees commencing subsequent to 1 September 1999 , rostered days off, commensurate with the provisions of Clause 3.3.2 and Clause 3.4.2, may, or may not, apply. Where rostered days off do apply, the pattern of rostered days off will be by negotiation with the employee or employees involved.

3.6 Overtime

3.6.1 Rates of Pay

- (a) All time worked in excess of the ordinary daily working hours prescribed in Clause 3.3, or in excess of the regular hours of shift workers, shall be deemed to be overtime and shall be paid for at the rate of time and one-half for the first two hours in any one day and double time thereafter. Each day's overtime shall stand alone.
- (b) When overtime is worked on a Saturday the overtime rates shall be paid at the rate of time and one-half for the first two hours and double time thereafter.
- (c) When overtime is worked on a Sunday the overtime rates shall be paid at the rate of double time with a minimum payment of four hours work.
- (d) When overtime is worked on a RDO the overtime rates shall be paid at the rate of time and one-half for the first two hours and double time thereafter.
- (e) An employee required to work in place of a shift worker, after having completed his own shift, shall be paid overtime rates for such time worked.
- (f) An employee required to work any period of overtime on a Saturday shall receive a minimum payment of four hours at overtime rates.

3.6.2 Rest Periods after Overtime – Day Work

- (a) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after the completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Company an employee resumes or continues work without having had 10 consecutive hours off duty, they shall be paid double time until they are released from duty and they shall be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during their absence.
- (b) Provided that, where an employee is recalled to work after the ordinary ceasing time, overtime worked in these circumstances shall not be regarded as overtime for the purposes of this subclause where the actual time worked is less than four hours on such recall or on each of such recalls.

3.6.3 Rest Periods after Overtime – Shift Work

- (a) An employee who works so much overtime between the termination of their shift work on one day and the commencement of their shift work on the next day that they have not had at least 8



consecutive hours off duty between those times shall, subject to this subclause be released after the completion of such overtime until they have had 8 consecutive hours off duty without loss of pay for shift working time occurring during such absence. If on the instructions of the Company an employee resumes or continues work without having had 8 consecutive hours off duty between shifts, they shall be paid double time until they are released from duty and they shall be entitled to be absent until they have had 8 consecutive hours off duty without loss of pay for shift working time occurring during their absence.

3.7 Time Off in Respect of Overtime Worked

- (a) Subject to agreement between the Company and employee(s), an employee may elect to take time off in lieu of payment for hours worked outside and/or in excess of the ordinary hours of work prescribed by this Agreement.
- (b) The quantum of benefits shall be as set out in Clause 4.5.4.
- (c) Provided that such time off shall be taken within four weeks of becoming due or payment for such work shall be made by the employer.
- (d) Provided further that the time of taking the time off in lieu is subject to mutual agreement between the employer and employee.

3.8 Meal Allowances

Employees shall be entitled to a meal allowance of \$7.80 after working a continuous 1½ hours of overtime on that day. A further meal allowance will be paid every additional three hours of overtime worked subsequently.

