

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/353

TITLE: **Bayer CropScience Pty Ltd Enterprise Agreement (NSW) 2005**

I.R.C. NO: IRC5/4508

DATE APPROVED/COMMENCEMENT: 21 September 2005 / 1 April 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/257.

GAZETTAL REFERENCE: 6 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 25

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Bayer CropScience Pty Ltd, located at 16, Lucca Road, Wyong NSW 2259, who fall within the coverage of the Chemical Workers (State) Award, Storeman & Packers General (State) Award; and Metal, Engineering and Associated Industries (State) Award.

PARTIES: Bayer Cropscience Pty Ltd -&- the National Union of Workers, New South Wales Branch

BAYER CROPSCIENCE PTY LTD
ENTERPRISE AGREEMENT 2005

1. ARRANGEMENT

1.	ARRANGEMENT	1
2.	TITLE.....	2
3.	PARTIES BOUND.....	2
4.	APPLICATION.....	2
5.	RELATIONSHIP WITH PARENT AWARD/S.....	2
6.	WORKPLACE AGREEMENTS	2
7.	NO DURESS	2
8.	OBJECTIVES	2
9.	WAGES & WAGE INCREASES.....	3
10.	PAYMENT OF WAGES	4
11.	SPECIAL RATES AND ALLOWANCES.....	4
12.	SUPERANNUATION.....	4
13.	HOURS OF WORK	5
14.	SHIFT WORK.....	5
15.	HOLIDAYS AND SUNDAY RATES OF PAY	9
16.	OVERTIME	10
17.	MEAL BREAKS	11
18.	WORKING DURING MEAL BREAKS	11
19.	FARES AND TRAVELLING TIME – OUT OF NORMAL WORKING HOURS	11
20.	TERMS OF ENGAGEMENT.....	12
21.	CASUAL EMPLOYEES	12
22.	UNION	13
23.	MIXED FUNCTIONS	14
24.	TECHNOLOGICAL CHANGE.....	14
25.	REDUNDANCY	15
26.	FLEXIBILITY.....	17
27.	SALARY SACRIFICE.....	17
28.	GENERAL CONDITIONS.....	18
29.	JURY SERVICE	18
30.	BEREAVEMENT LEAVE	18
31.	SICK LEAVE.....	19
32.	ANNUAL LEAVE	20
33.	ANNUAL HOLIDAY LOADING.....	22
34.	LONG SERVICE LEAVE	23
35.	PARENTAL LEAVE	23
36.	CARER’S LEAVE	24
37.	GRIEVANCE PROCEDURE	24
38.	LEAVE RESERVED (NEW SKILLS/JOB DESCRIPTIONS)	24
39.	TRANSMISSION OF BUSINESS	24
40.	NO EXTRA CLAIMS.....	25
41.	DATE AND PERIOD OF OPERATION	25

2. TITLE

This agreement shall be known as the Bayer CropScience Pty. Ltd. Enterprise Agreement (NSW) 2005.

3. PARTIES BOUND

This Agreement shall be binding on:

(1) Bayer CropScience Pty. Ltd (the Company)(2)National Union of Workers (NSW Branch) and the Australian Manufacturing Workers Union.

4. APPLICATION

This Agreement shall apply to the Company at 16 Lucca Road, Wyong NSW 2259, in respect of all employees of the Company whose employment would otherwise be covered by the awards set out in Clause 5.

5. RELATIONSHIP WITH PARENT AWARD/S

This Agreement shall be read in conjunction with annexures A) the Chemical Workers (State) Award, B) the Storeman & Packers General (State) Award and C) the Metal, Engineering and Associated Industries (State) Award, that are current at June 2005. Where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency.

6. WORKPLACE AGREEMENTS

The employer will not employ persons covered by this Agreement under any terms of another agreement or any other individual contract.

7. NO DURESS

This Agreement was not entered into under duress by either party to it.

8. OBJECTIVES

The objective of this Agreement is to develop a continual improvement focus in all areas of Bayer CropScience Pty. Ltd (hereafter referred to as the Company), so as to be a viable operation in a competitive market and for the business to be responsive to customer needs with timely, quality product, efficiently produced and delivered.

The parties agree that the objectives are based on participation, teamwork, trust, developing responsibilities and to achieve real improvements. The parties will meet the objectives by;

- a. Working flexibly to minimise the effects of fluctuating levels of demand on costs and job security;
- b. Training to broaden existing skills and develop new ones to provide better, more satisfying jobs, access to career advancement and the ability to work across different jobs, subject only to restrictions imposed by the level of training and statutory requirements;
- c. Empowering employees to allow them to assume greater responsibility for their work and its quality;
- d. Establishing and maintaining consultative and participative processes that encourage all employees and management to deal with barriers affecting productivity; and
- e. Continuing the development of a sense of teamwork across the site that leads to improvement in productivity issues such as cost, quality, work organisation, product delivery and training.
- f. Actively working together on projects that will provide clear improvements in productivity and efficiency

9. WAGES & WAGE INCREASES

A wage increase of 4% from the date of agreement being reached by the parties, and backdated to 1st April 2005. A further 5% wage increase will be paid on the 1st April 2006.

Table of Wages

MAINTENANCE

Position	Current Weekly Rate \$	Date of Agreement 4% \$	1st April 2006 5% increase \$
Production Fitter	923.22	960.15	1008.16
Mechanical Trades Person	844.56	878.34	922.26

PRODUCTION

Position	Current Weekly Rate \$	Date of Agreement 4% \$	1st April 2006 5% increase \$
Formulator	718.29	747.02	784.37
Senior Operator with forklift	660.92	687.36	721.72
Senior Operator without forklift	656.6	682.86	717.01
Operator with forklift	639.79	665.38	698.65
Operator without forklift	635.49	660.91	693.96

Label Control Operator	718.29	747.02	784.37
Untrained Operator	592.02	615.70	646.49

STORES

Position	Current Weekly Rate \$	Date of Agreement 4% \$	1st April 2006 5% increase \$
Senior Storeperson	690.76	718.39	754.31
Storeperson	657.86	684.17	718.38

ENVIRONMENT PROTECTION

Position	Current Weekly Rate \$	Date of Agreement 4% \$	1st April 2006 5% increase \$
Environmental Operator	790.74	822.37	863.49

10. PAYMENT OF WAGES

- (i) All wages and allowances shall be paid no later than Thursday of each week by electronic funds transfer into an account nominated by the employee.
- (ii) The pay period shall close not more than two working days prior to the recognised payday.

11. SPECIAL RATES AND ALLOWANCES

- (i) An employee, whilst engaged on work inside a tank or vessel shall be paid time and one half for one hour, in addition to the ordinary rate.
- (ii) An employee appointed as a first-aid attendant shall be paid an additional payment at \$10.00 weekly.
- (iii) Allowances in this agreement shall increase with Award variations. The greater of the three awards will apply.
- (iv) SUPERANNUATION

Upon engagement of employment, new employees will be given a choice of becoming a member of the company fund The Bayer Employees Superannuation Trust (BEST), or the relevant industry fund only. The complying industry funds are LUCRF and/or STAR.

Definitions

Ordinary time earnings

Ordinary time earnings refers to the usual earnings, including shift allowances and over agreement payments whether by salary or otherwise, but excluding overtime or annual leave loading.

Employer Contribution

The employer shall contribute to a complying fund at no less than 10%. At no time will contributions be less than the superannuation Guarantee prescribed by legislation.

Payments of Contributions

Payments of contributions shall be on a four weekly basis and cover pay periods completed in that time for time worked, and absences on approved sick leave, annual leave, long service leave or other paid approved leave but not otherwise.

12. HOURS OF WORK

- (i) The ordinary hours of work shall average 38 per week over a four week cycle to be worked between the span of 7.00 a.m. and 5.15 p.m., Monday to Friday, inclusive.
- (ii) Once having been fixed, the time for commencing and finishing work shall not be altered without at least seven days' notice to the employees concerned or by mutual agreement between the Company, the employees concerned and the Union Delegate.
 - 1. The 38 hour week for employees at Bayer CropScience Pty. Ltd., is to be worked on the basis of a nine day fortnight, with one standard day off per fortnight.
 - 2. Every second Friday will be a standard day off without loss of pay. In the event of a public holiday falling on a standard day off, the day immediately prior will be declared the standard day off, without loss of pay.
 - 3. An employee who works on his/her standard day off will be paid the appropriate penalty rate.
 - 4. The Warehouse and Maintenance department standard day off may be varied to suit the needs of business by mutual agreement.

13. SHIFT WORK

- (i) **Definitions**
 - (a) **'Afternoon Shift'** means any shift finishing after 6.00 p.m. and at or before midnight.

- (b) **‘Continuous Work’** means work carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- (c) **‘Night Shift’** means any shift finishing subsequent to midnight and at or before 8.00 a.m.

(ii) **Hours – Continuous Work Shifts**

The ordinary working hours of shift workers employed on continuous work shall be an average of thirty-eight per week. Such ordinary working hours:

- (a) shall not exceed one hundred and fifty-two in any work cycle, and
- (b) except where a majority of employees and the Union Delegates and the Company agree to exceed 8 hours ordinary hours on any day to enable an RDO to be taken per month, working hours shall not exceed:
 - eight in one day, nor
 - forty eight in any week, nor
 - eighty-eight in any fourteen consecutive days, nor
 - one hundred and twenty-eight in any twenty-one consecutive days.

(iii) **Hours – Other than Continuous Work**

The ordinary working hours of shift workers not on continuous shifts shall be an average of thirty-eight per week. Such ordinary working hours:

- (a) shall not exceed one hundred and fifty-two in any 4 week cycle, and
- (b) except where a majority of employees and the Union Delegates and the Company agree to exceed 8 hours, ordinary working hours shall not exceed:
 - eight in one day, nor
 - forty eight in any week, nor
 - eighty-eight in any fourteen consecutive days, nor
 - one hundred and twenty-eight in any twenty-one consecutive days.

(iv) **Hours – General**

The ordinary working hours of shift shall be worked at such times as the employer may require, provided that:

- (a) except at the regular changeover, of shifts, an employee shall not be required to work more than one shift in any twenty-four hours.
- (b) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

- (c) the ordinary working hours of any shift shall be worked continuously except for crib breaks to be taken at such times as the employer may direct;
- (d) no employee shall be required to work for more than five consecutive hours without a crib break.
- (e) Rosters – Shift rosters shall specify the commencing and finishing of ordinary working hours of the respective shifts.

(v) **Variations by Agreement**

- (a) The method of working shifts may in any case be varied by agreement between the Company, a majority of employees affected and the accredited representative of the Union to suit the circumstances of the enterprise.
- (b) The time of commencing and finishing shifts once having been determined, may be varied by agreement between the employees affected and the accredited representative of the Union to suit the circumstances of the enterprise, or in the absence of agreement, by seven days' notice given by the Company to the employees.

(vi) **Permanent Shifts**

- (vii) Permanent shifts will be introduced on the following basis:
 - (a) Due to a shortfall in the numbers required and the level of skill, some employees will have to be appointed against their preferred shift option. Those who have been appointed to a shift against their wish will have first option to transfer when the opportunity arises. The Company will advise the people affected at the appropriate time.
 - (b) The loading which will apply to Permanent Afternoon Shift is 25%.
 - (c) Former 'Day Shift' employees will now become 'Day Workers' and therefore no longer entitled to a paid meal break.
 - (d) The hours of work for permanent Day Workers will be between 7.00 a.m. and 5.15 p.m. with a thirty-minute unpaid meal break.
 - (e) The hours of work for permanent Afternoon Shift will be 3.15 p.m. to 11.15 p.m. with a paid twenty-minute crib break.
 - (f) Wherever possible, the Company will give 7 calendar days notice of transferring staff from one shift to another. However, there will be circumstances when it is not possible and therefore the Company may give an employee a minimum of 24 hours notice (preferably by mutual consent), to maintain the efficiency of the plant without the payment of a penalty rate.

- (g) An employee transferring to Afternoon Shift will receive the 25% loading as from time of transfer.
- (h) New permanent staff recruited for Afternoon Shift will be trained on Day work and upon completion of their training transferred to afternoon shift with a minimum of 7 calendar days notice.
- (i) The Company reserves its right to revert back to rotating shifts if absenteeism (for those employees covered by this Enterprise Agreement) rises above the 1992 level of 2.5% for 3 months in succession.
- (j) The Company also reserves its right to introduce an additional shift if required.

(viii) Rotating Shifts

- (a) A shift worker whilst on rotating shifts shall be paid 15 per centum on afternoon shift and 25 per centum on night shift in addition to the ordinary rate payable.
- (b) A shift worker who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop, or for at least successive afternoons or nights in a six-day workshop, shall be paid for each such shift 50 per cent for the first three hours thereof and 100 per cent for the remaining hours thereof in addition to the ordinary rate payable.
- (c) An employee who:
 - during a period of engagement on shift, works night shift only, or
 - does not work on day shift for at least one-third of their time, or
 - remains on nights for a longer period than four consecutive weeks, or
 - works on a night shift which does not rotate or alternate with another shift or with any day work so as to give him at least one-third of his working time off night shift in each shift cycle

shall during such engagement period or cycle be paid 25 per cent more than his ordinary rate for all time worked during ordinary working hours on such night shift.

(ix) Saturday Shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and one-half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in sub clauses (vii) or (vi) of this Clause.

(x) Overtime

Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Agreement or on a shift other than a rostered shift shall:

- (a) if employed on continuous work be paid at the rate of double time, or

- (b) if employed on other shift work be paid at the rate of time and one-half for the first two hours and double time thereafter. Except in each case when the time is worked:
- by arrangement between the employees themselves;
 - for the purpose of affecting customary rotation of shifts.
- The Company may require any employee to work overtime rates and such employee shall, in the absence of legitimate unavailability, work overtime in accordance with such requirements.

(xi) **Holidays and Sunday Work**

Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or a Holiday shall be paid as follows:

- (a) Sundays – at the rate of double time.
- (b) Holidays as prescribed in Clause 15, Holidays and Sunday Rates of Pay, of this Agreement at the rate of double time and one-half. Shift workers on other than continuous work for all time worked on a Sunday or Holiday shall be paid at the rates prescribed in Clause 15, Holiday and Sunday Rates of Pay, of this Agreement. Where shifts commence between 11.00 p.m. and midnight on a Sunday or Holiday, the time so worked before midnight shall not entitle the employee to the Sunday or Holiday rate; provided that the time worked by an employee on a shift commencing before midnight on a day preceding a Sunday or Holiday and extending into a Sunday or Holiday shall be regarded as time worked on such Sunday or Holiday. Where shifts fall partly on a Holiday, that shift the major portion of which falls on a holiday shall be regarded as the Holiday shift.

14. HOLIDAYS AND SUNDAY RATES OF PAY

- (i) The days upon which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Union Picnic Day, Christmas Day and Boxing Day are observed, together with any day gazetted or proclaimed as a public holiday for the district in which the employee is employed, shall be paid holidays.
- (ii) All time worked on Christmas Day and Good Friday shall be paid for at the rate of treble time. This is inclusive of payment for the Holidays as such.
- (iii) All time worked on Sunday and Holidays, other than the aforesaid, shall be paid at double time and one half the ordinary rate. This rate is inclusive of payment for the Holiday as such.
- (iv) For work performed on a Holiday which falls on a Saturday, payment shall be made at the rate of double time and one-half.
- (iv) The minimum payment for work performed on Sundays and Holidays shall be 4 hours at the appropriate rate.

- (vi) The Company may direct an individual employee, with a minimum 7 calendar days notice as to when the Picnic Day is to be taken during the year in order to eliminate the necessity for the Company to shut the plant down.

15. OVERTIME

- (i) The Company may require any employee to work reasonable overtime at overtime rates and such employee shall, in the absence of legitimate unavailability, work overtime in accordance with such requirements.
- (ii) All work done before the starting time and/or the finishing time fixed in accordance with this Agreement, Monday to Friday, inclusive, or on a Saturday, shall be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter; provided that all time worked after 12 noon on Saturday shall be paid for at the rate of double time. The minimum payment for work performed on a Saturday shall be four hours at the appropriate rate.
- (iii) An employee recalled to work overtime after leaving the Company's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at the appropriate rate for each time he is so recalled. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the Company's premises to perform a specific job outside his ordinary working hours or where the overtime is continuous, subject to a reasonable meal break, with the completion or commencement of ordinary working time.
- (iv) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee who works so much overtime between the termination of his ordinary work one day and the commencement of his ordinary work on the next day that he has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the Company such an employee resumes or continues work without having had such ten consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (v) The provisions of subclause (iv) shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- for the purpose of changing shift rosters; or
 - where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift workers; or
 - where a shift is worked by arrangement between the employees themselves.
- (vi) An employee working overtime shall be allowed a crib break of ten minutes without reduction of pay if the overtime worked is more than one hour but less than two hours.

Where the overtime is two hours or in excess of two hours but less than four hours, then this ten-minute break is increased to twenty minutes.

For each four hours of overtime worked thereafter, the employee shall be entitled to a further twenty-minute crib break as long as the employee continues to work after the crib break.

- (vii) Tea money shall be payable to employees who work one (1) hour continuous overtime, currently \$9.87.

16. MEAL BREAKS

- (i) Employees other than shift workers shall be allowed a meal break of not less than thirty minutes nor more than one hour each day, Monday to Friday inclusive.
- (ii) For day workers, the meal break shall be taken no later than to finish at 2.00 p.m. provided that no employee shall be required to work for more than five hours without a break for a meal.
- (iii) Where overtime is necessary for more than 1 hour after the usual finishing time, a break of not less than 30 minutes nor more than 1 hour shall be allowed for tea and shall be taken within 1 hour of such finishing time. Where such overtime does not exceed 1 hour, there shall not be any break, provided that the Company and an employee may mutually agree to any variation of this subclause to meet the circumstances of the work in hand.

17. WORKING DURING MEAL BREAKS

Employees called upon to work during meal breaks shall be paid double time, provided that in cases of emergency where it is necessary to work up to 15 minutes after the usual ceasing time for lunch, this clause shall not apply. In such cases, the employee shall be allowed a period for lunch equivalent to the employee's normal meal period.

18. FARES AND TRAVELLING TIME – OUT OF NORMAL WORKING HOURS

- (i) All weekly employees shall be paid at ordinary rates (or overtime rates if overtime is worked) for all times occupied in travelling to and from work when they are required or directed to work at a place other than their usual place of work. When employees

have a fixed starting point, they shall be paid for all time occupied in travelling between the starting point and their work and for all time in excess of half an hour from the work to the starting point. All fares shall be paid by the Company.

- (ii) If employees are unable to reach their homes at night, all reasonable expenses incurred, in addition to fares, overtime rates if worked and weekly rates for the class of work prescribed herein, shall be paid to them.
- (iii) An employee who is required by the Company to use his own motor vehicle for travelling on the Company's business shall be paid at a rate of 59 cents per kilometre travelled.

19. TERMS OF ENGAGEMENT

- (i) Employment of permanent employees may be terminated by a weeks' notice on either side or by the payment or forfeiture of one week's wages in lieu of notice as the case may be.
- (ii) Employment of permanent employees during the first twelve weeks of service shall be on a probationary basis. Employment shall be terminable during the probationary period with one week's notice by either side or by the payment or forfeiture of one week's wages in lieu of notice as the case may be. The Company is to indicate, in writing at the time of engagement, whether the employee is being employed as a permanent weekly employee on a probationary basis.
- (iii) Notwithstanding any provisions of the foregoing clauses, the Company shall have the right to summarily dismiss an employee without notice for misconduct and/or refusing duty.
- (iv) An employee whose employment is terminated by the Company on the working day immediately preceding a holiday or holidays, otherwise than for misconduct, shall be paid for such holiday or holidays. This subclause is not to apply to an employee during the first month of engagement.

20. CASUAL EMPLOYEES

- (i) A casual employee may be employed for not less than four hours each start and not more than eight hours at the ordinary hourly rate which is equivalent to one thirty-eighth of the ordinary weekly rate as set out in this Agreement, plus 15 per cent casual loading.
- (ii) A casual employee shall be paid overtime for any time worked before the rostered starting time or after the rostered finishing time, outside the ordinary spread of hours and/or outside the specified maximum daily and/or weekly hours.

- (iii) Casual employees shall be paid in accordance with the provisions of the relevant award or Agreement (whichever is the greater) with respect to shift allowances, weekend allowances and public holidays in addition to the 15 per cent casual loading.
- (iv) In accordance with the Annual Holidays Act 1994, casuals will receive one-twelfth of their ordinary hourly rate in lieu of annual leave.
- (v) For the purpose of this clause casual employees are defined as both company employed and agency casuals.

21. UNION

- (i) The Company shall allow a union delegate, appointed by employees in the Enterprise and whose name has been forwarded by the Union in writing to the Company, the necessary time during working hours to interview an appropriate Company representative on matters affecting the employees whom the delegate represents.
- (ii) Official union meetings (i.e., those chaired by an official in the full time employment of the union) in Company time are not to exceed 15 minutes. If this period is exceeded, employees attending such a meeting will not be paid for the excess time. (Other conditions as stipulated in the Industrial Relations Act 1996 to apply).
- (iii) The elected Union delegate and co-delegate shall be released from duty on full pay upon confirmation from the State Secretary of the Union that he/she is required to attend state-wide Union meetings off site.
- (iv) Only one delegate or co-delegate will be released from duty at a time on full pay for the purpose of attending training courses, upon confirmation by the State Secretary of the Union.

(v) RIGHT OF ENTRY

A union representative will have the right to enter the premises. In the interest of minimising disruption to production, where possible the union will give prior notice to the Company of visits, whether by direct information to management or through the Union Delegate.

Upon arrival the Union representative must check in at security in accordance with legislative requirements for the company to know who is on site in the event of an emergency.

Security will notify the relevant company representative of the union's presence.

(vi) UNION PICNIC DAY

The designated Union Picnic Day shall for the purpose of this Agreement, be regarded as a holiday for employees who are financial members of the Union. Union members shall take their Union picnic day by mutual agreement between the employee and the Company.

An employee, who is not a financial member of the Union is not entitled to take leave for Union Picnic Day.

22. MIXED FUNCTIONS

- (i) An employee employed in a higher classification for two hours or more for which a higher rate of pay is provided herein, shall receive such rate of pay for the full day.
- (ii) If employed for less than one hour on any day or any such higher classification, he shall receive such higher rate of pay whilst so employed.
- (iii) No employee shall suffer any reduction in wages if temporarily employed on work other than work for which he is regularly employed and for which a lower rate is provided for therein.

23. TECHNOLOGICAL CHANGE

- (i) Where an account of the introduction by the Company of mechanisation or technological change at the enterprise, the Company terminates the employment of an employee who has been employed the preceding twelve months, the Company shall give the employee three months notice of the termination of his employment, provided that, if he fails to give such notice in full:
 - (a) the Company shall pay the employee at the rate specified for the employees ordinary classification in Clause 9 Rates of Pay of this Agreement, for a period equal to the difference between three months and the period of the notice given; and
 - (b) the period of notice required by the subclause to be given shall be deemed to be service with the employer for the purpose of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of those Acts; and provided further that the right of the Company to summarily dismiss an employee for the reasons specified in subclause (iii), of Clause 20, Terms of Engagement, shall not be prejudiced by the fact that the employee has been given, pursuant to this subclause, notice of the termination of his employment.
- (ii) When the Company gives to an employee notice of the termination of his employment on account of the introduction or proposed introduction of mechanisation or technological changes, within fourteen days thereafter he shall give notification in writing to the Industrial Registrar, the Director of Vocational Guidance, the Director of Technical Education and the Secretary of the National Union of Workers, New South Wales Branch, of the fact, stating the employee's name and address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

24. REDUNDANCY

(i) Definitions

- (a) “Company” means Bayer CropScience Pty Ltd., hereinafter referred to as the Company.
- (b) “Redundancy” means a situation whereby employees have or will become surplus to the labour requirements of the Company.

An employee shall not be considered redundant so long as the Company continues to offer alternative employment in accordance with accepted custom and practice.

- (c) “Redundant Employee” means a person who is employed on a full time permanent basis by the Company and whose services have become redundant on account of:
 - i) Downturn in available work brought about by economic circumstances outside the Company’s control.
 - ii) Technological changes within the Company.
 - iii) Re-organisation of the Company’s systems or method
 - iv) Re-location of the Company’s plant

Redundancy/Retrenchment does not cover:

- i) Resignation by employee.
- ii) Ordinary dismissals under the appropriate award.
- iii) Termination of casual employees.
- iv) Any service prior to the most recent date of commencement of employment

Prior service, which has previously been subject to redundancy payments, shall not again be eligible for further redundancy consideration.

- (i) “Ordinary rates of pay” means the normal weekly payment received by the employee at the date of retrenchment.
- (ii) “Employee” means persons engaged on permanent weekly hire.

(ii) Redundancy/Retrenchment Package

Policies & Procedures
Sub-Numbe: 300.8
REDUNDANCY POLICY

(a) Policy Statement

Should it not be possible for the Company to provide mutually suitable and agreed employment, the provisions for redundancy apply.

(b) **Conditions of the Redundancy Policy**

Severance Payment under 45 years of age

The standard severance payment will be four weeks remuneration salary for each year, including part year of your current services worked with Bayer CropScience (and previous company where applicable).

Severance Payment over 45 years of age

In circumstances of forced redundancy only, the standard severance payment will be five weeks remuneration salary for each year to a maximum of 10 years, including part year of your current services worked with Bayer CropScience (and previous company where applicable). After 10 years, severance remuneration is 4 weeks per year. The additional severance for the first 10 years does not apply in circumstances of voluntary redundancy.

Remuneration pay is defined as base (or reference) salary plus the Company's superannuation contribution calculated from your base (or reference) salary. It does not include extra payments such as leave or allowances.

Notice Period

You are entitled to five weeks remuneration salary (as defined above) in addition to your redundancy payment when you leave the Company.

Annual Leave

All of your accrued annual leave pro-rata to your effective leaving date will be paid to you, based on your remuneration salary.

Long Service Leave

All accrued long service leave entitlements up to your effective leaving date will be paid to you, based on your remuneration salary.

Financial Counselling

The Company will pay a maximum of \$300 towards the cost of financial planning for you. You are requested to arrange your own financial advice.

Outplacement

To assist you in obtaining re-employment after being made redundant, if required or requested, the Company will arrange professional outplacement services. These services can only be authorised by the Company.

Superannuation

The Company will notify the Superannuation Plan Administrator of your effective finish date. The Administrator will contact you shortly after you leave to seek details of your preferred rollover superannuation fund.

Other Issues

The Company will endeavour to assist with any individual issues that may arise in the redundancy process.

(c) **Guidelines of the Redundancy Policy**

Please take note that should an employee leave before the specified redundancy date, then the complete redundancy policy as set above may not apply. Please check with Human Resources or your Manager for further details.

(iii) **Selection Criteria**

One of the primary considerations in the selection of employees to be made redundant must be that the Company retains those employees who have the best mix of skills so as to ensure the ongoing viability of the Company and thereby security of the remaining employees.

When all factors are equal, the selection in the first instance will be on a voluntary basis, then on 'last on first off' basis.

(iv) **Transfer – other company operations**

The Company will enquire about the possibility of employment of retrenched employees with other plants within the group. If positions are available, retrenched employees will be advised of the existing vacancies and shall be assisted in applying for such positions. Any employee who is offered and accepts employment at another company operation will retain continuity of service and accumulated entitlements.

An employee transferring to another Company operation under the terms of this Agreement will not be entitled to the redundancy package at the point of transfer. However, if an employee is subsequently retrenched within a period of twelve (12) months, they will be entitled to the retrenchment package as set out in this Agreement.

25. FLEXIBILITY

- (v) The parties to this Agreement are committed to cooperating to increase the efficiency and productivity of the enterprise.
- (vi) Employees will carry out such duties that are within the limits of each employee's skill, competence and training. This may include work which is incidental and peripheral to their main tasks and functions.

26. SALARY SACRIFICE

The Company and an employee may enter into effective salary sacrifice arrangements if:

- (i) The employee requests a salary sacrifice arrangement;
- (ii) The employee signs a declaration necessary to create an effective and lawful salary sacrifice arrangement for the purpose of income tax legislation, and which may also

describe the manner in which the payment is to be made to the employee for the purposes of ordinary earnings; overtime; annual leave, annual leave loading; and such other payments as may arise from time to time; and

- (iii) The arrangement is settled before the employee earns any right to payment of the sums to be sacrificed.

27. GENERAL CONDITIONS

- (i) Where the nature of the work performed by employees necessitates suitable waterproof clothing and/or aprons, rubber boots or clogs, gloves, goggles and protective breathing apparatus applicable to that work, they shall be supplied to and worn by the employees and paid for by the Company and shall remain the property of the Company.
- (ii) All employees shall be allowed ten minutes each morning as a rest period for morning tea, such time to be counted as time worked.
- (iii) Each employee on the termination of his employment, shall on request, be given a statement in writing by the Company, stating the position held by the employee and the length of service.
- (iv) See also provisions of the Factories, Shops and Industries Act, 1962.

28. JURY SERVICE

- (i) An employee shall be allowed leave of absence during any period required to attend for jury service.
- (ii) During such leave of absence, an employee shall be paid an amount equal to the difference between the jury service fee and amount of wage that would have been received in respect of the ordinary time that would have been worked had the employee not been on jury service.
- (iii) An employee shall be required to produce to the Company proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the Company notice of such requirement as soon as practicable after receiving notification to attend for jury service.

29. BEREAVEMENT LEAVE

Bereavement leave shall be paid according to Award conditions.

30. SICK LEAVE

An employee who is unable to attend for duty during his ordinary working hours by reasons of personal illness or incapacity (including incapacity resulting from injury within the Workers Compensation Act 1987), which is not due to his own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance, subject to the following conditions and limitations.

- (i) An employee shall not be entitled to paid sick leave of absence for any period in respect of which he is entitled to Workers Compensation.
- (ii) The employee shall within 24 hours of the commencement of such absence inform the company of his inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of his incapacity.
- (iii) The employee shall prove to the satisfaction of the Company (or in the event of a dispute, the Industrial Commission of New South Wales) that he is or was unable, on account of such illness, to attend for duty on the day or days for which payment under this clause is claimed.
- (iv) Except as herein provided, the employee shall not be entitled in the first year of employment to leave in excess of 5 days and 10 days in the second and subsequent years of employment. Sick pay entitlement for part day absences shall be calculated on a proportionate basis by multiplying the duration of sick leave absence by the average daily pay for ordinary hours and dividing the sum by the ordinary hours normally worked that day.
- (v) Except as hereinafter provided, the employee shall not be entitled in the first year of employment to leave in excess of 38 hours of ordinary working time, provided that; if his employment continues with the Company after the first year, his leave entitlement shall be 76 hours for the second and subsequent years of employment.
- (vi) The rights under the clause shall accumulate from year to year, so that any part of the sick leave which has not been allowed in any year may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the Company in any subsequent year of employment. Any rights, which accumulate pursuant to this subclause, shall be fully cumulative from the year in which they have accrued.
- (vii) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the Company until the employee completes such three months of employment at which time the payment has been made.
- (viii) For the purpose of this clause, continuous service shall be deemed not to have been broken by any absence from work on leave by the Company. Provided that any time so lost shall not be taken into account in computing the qualifying period of three months.

- (ix) Service before the date of the Agreement shall not be counted for the purpose of assessing the annual sick leave entitlement but shall not be taken into consideration in arriving at the period of accumulated leave. Accumulated leave at the credit of the employee at the commencement of this Agreement will not be increased or reduced by this clause.
- (x) Single Day Absences – Where an employee claims to be allowed paid sick leave in accordance with this clause for an absence of one day only, and the employee has already been allowed paid sick leave on more than one occasion for one day only during the year, that employee shall not be entitled to payment for the day claimed unless he/she produces to the Company a certificate of a duly qualified medical practitioner, stating that in the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or on account of injury by accident, or a statutory declaration.

31. ANNUAL LEAVE

- (i) Day Workers and Six Day Shift Workers – See Annual Holidays Act, 1994
- (ii) Seven Day Shift Workers:
 - (a) In addition to the leave prescribed by the Annual Holidays Act 1944, a further period of seven consecutive days leave, shall be allowed annually to employees after not less than twelve months continuous service as seven-day shift workers under this award, less the period of annual leave.
 - (b) An employee with twelve months continuous service who is employed for part of the twelve monthly period as a seven-day shift worker under this award shall be entitled to have the leave prescribed by the Annual Holidays Act, 1944 increased by a half day each month he is continuously employed as aforesaid.
 - (c) Where the additional leave is calculated under paragraph (b) of this subclause is or included a fraction of a day shall not form part of the leave period and any such fraction shall be discharged by payment only.
 - (d) Annual leave under this subclause shall be given and taken within a period not exceeding six months from the day upon which the right to such leave accrued; provided that the giving and taking of such annual leave may be postponed for a further period not exceeding three months in cases where circumstances render it impracticable to give or take it within the said period of six months. Nothing in this paragraph shall prevent the Company from allowing annual leave to an employee before the right thereto has accrued, but where such leave is taken before the right thereto has accrued further leave shall not commence to accrue until after the expiration date of the twelve months in respect of which such annual leave has been taken.

- (e) Any employee whose employment is terminated by the Company through no fault of his own and any employee who leaves his employment shall be paid for the proportionate period of annual leave to which he would have been entitled if his employment had not been so terminated.
 - (f) The annual leave provided for by this subclause shall be given and shall be taken and, except as provided in paragraphs (c) and (e) of this subclause, payment shall not be made or accepted in lieu of annual leave.
 - (g) Service with the Company before the operative date of this Agreement shall count as service for the purpose of the currently qualifying twelve-month period under this clause.
- (iii) Days added to period of Annual Leave:
- (a) In the case of an employee who was at the commencement of his annual leave employed as a seven day shift worker, as defined, one day shall be added to his annual leave period in respect of any holiday prescribed by this Agreement which falls within the period of annual leave to which he is entitled under this Award.
 - (b) One day shall be added to the annual leave period of any employee who, whilst employed as a seven day shift worker, as defined, is rostered off duty on a day which is a holiday prescribed by this Award and who is not required to work on that day.
 - (c) Any day or days added shall be paid for at ordinary rate of pay prescribed by Clause 9 Rates of Payment of this Agreement.
 - (d) Any day or days added in accordance with paragraph (a) or (b) of this subclause shall be the working days immediately following the period of annual leave to which the employee is entitled under subclause (i) and (ii) of this clause.
 - (e) For the purpose of paragraph (d) of this subclause, working days shall be:
 - (1) In the case of an employee who, at the commencement of his period of annual leave was employed as a day worker – any day in the week other than Saturday, Sunday or a Holiday prescribed by this Agreement.
 - (2) In the case of an employee who, at the commencement of his period of annual leave, was employed as a seven day shift worker – any day of the week including a day on which the employee concerned would have been rostered off duty if he was not on annual leave.
 - (f) Where the employment of a worker has been terminated and he thereby becomes entitled under section 4 of the Annual Holidays Act 1944, to payment in lieu of annual holidays, with respect to a period of employment,

he shall also be entitled to an additional payment for each day accrued to him under paragraph (b) of this subclause at the ordinary rate of pay prescribed by Clause 9 of this Agreement.

- (iv) An employee will be required to take annual leave where there is a lack of work due to construction or maintenance being carried out on the Company plant

32. ANNUAL HOLIDAY LOADING

- (i) This clause takes effect on and from 1 January 1974. It applies only in relation to annual holidays to which employees become or have become entitled after 31 December 1973.
- (ii) In this clause the Annual Holidays Act, 1944 is referred to as the Act.
- (iii) Before an employee is given and takes his annual holiday, or where by agreement between the Company and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the Company shall pay the employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance – see subclause (viii) of this clause).
- (iv) The loading is payable in addition to the pay for the period of holidays given and taken due to the employee under the Act.
- (v) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled since 31 December 1973 under the Act and this Agreement (but excluding days added to compensate for public or special holidays falling on an employee's rostered day off not worked) and which commences on or after 1 January 1974 or, where such holiday is given and taken in separate periods, then in relation to each such separate period. (NOTE: See subclause (vii) of this clause as to holidays taken wholly or partly in advance after 31 December 1973).
- (vi) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv), of this clause at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate prescribed by Clause 9 Rate of Pay of this Agreement for the classification in which the employee was employed immediately before commencing his annual holiday, but shall not include any other allowance, penalty or disability rates, commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this Agreement.
- (vii) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that if the employment of such an employee continues until the day when he would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (vi) of this clause applying the rates of

wages prescribed by this Agreement payable on that day. This subclause applied when an annual holiday has been taken wholly or partly in advance of 31 December 1973 and the entitlement to the holiday arises on or after 1 January 1974.

- (viii) Where, in accordance with the Act and on or after 1 January 1974 the enterprise is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
 - (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (vi) of this subclause;
 - (b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him under the Act such proportion of the loading that would have been payable to him under this clause if he had become entitled to an annual holiday prior to the close-down as his qualifying period of employment in completed weeks bears to 52.
- (ix)
 - (a) When the employment of an employee is terminated by the Company on or after 1 January 1974 for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of an annual leave holiday to which he became entitled after 31 December 1973 he shall be paid a loading calculated in accordance with subclause (vi) for the period not taken.
 - (b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.
- (x) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if he had not been on holiday; provided that, of the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

33. LONG SERVICE LEAVE

Long Service Leave shall be in accordance with the NSW Long Service Leave Act.

34. PARENTAL LEAVE

See Industrial Relations Act 1996.

35. CARER'S LEAVE

- (i) An employee who has responsibilities in relation to the care and support of either members of their immediate family or members of their household shall be entitled to use their sick leave entitlement to provide care and support for such persons when they are ill.
- (ii) Required notification, and proof of sickness or injury shall be in accordance with the Company's sick leave policy.

36. GRIEVANCE PROCEDURE

The following disputes or grievance procedure will be followed by both parties;

- (i) The employee and delegate will discuss the matter with the foreman and an answer will be given within 8 hours.
- (ii) If the matter is not satisfactorily resolved, the employee and delegate can refer the matter to the Plant Manager, who will give an answer within a further 8 hours.
- (iii) If the matter is still unresolved, the matter will be referred to the Manufacturing Manager, who will give an answer within 24 hours.
- (iv) If the matter is still unresolved, the Union Organiser will meet with general management of the Company and an answer will be given within a further 24 hours.
- (v) If after this procedure, the matter is still unresolved, the matter will be referred to the Industrial Commission. It is agreed by both parties that no industrial action will be taken until the above four steps have been completed.

During the discussions, the status quo shall remain and work shall proceed normally. The 'status quo' shall mean the situation existing immediately prior to the matter giving rise to the dispute.

The time limits shown in this procedure are subject to lengthening agreement between both parties.

37. LEAVE RESERVED (NEW SKILLS/JOB DESCRIPTIONS)

Leave is reserved for the parties to negotiate a new skills based grading structure and job descriptions by December 2005.

38. TRANSMISSION OF BUSINESS

This Agreement shall apply to any successor, assignee or transmittee of all or any of the work.

39. NO EXTRA CLAIMS

It is a term of this Agreement that the parties bound by this Agreement will not pursue any extra claims, for the duration of this Agreement.

40. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first pay period to commence on 1st April 2005 and shall remain in force until 1st April 2007. This Agreement rescinds and replaces the Bayer CropScience Pty Ltd Enterprise Agreement (NSW) 2003.

SIGNED for and on behalf of the
NATIONAL UNION OF WORKERS,
NEW SOUTH WALES BRANCH

SIGNED for and on behalf of
BAYER CROPSCIENCE PTY LTD

IN THE PRESENCE OF

IN THE PRESENCE OF

SIGNED for and on behalf of the
AUSTRALIAN MANUFACTURING
WORKERS UNION

IN THE PRESENCE OF
