

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/179

**TITLE: Nestle Purina Petcare Blayney (State) Enterprise Agreement
2006-2008**

I.R.C. NO: IRC6/543

DATE APPROVED/COMMENCEMENT: 3 March 2006 / 1 January 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 19 May 2006

DATE TERMINATED:

NUMBER OF PAGES: 24

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of Nestle Purina Petcare located at Jarman Crescent, Blayney NSW 2799, who fall within the coverage of the Nestle Purina Petcare, Blayney (State) Enterprise Award.

PARTIES: Nestle Purina Pet Care -&- the National Union of Workers, New South Wales Branch

“WITHOUT PREJUDICE”

**NESTLE PURINA PETCARE, BLAYNEY (STATE)
ENTERPRISE AGREEMENT
2006 - 2008**

1. Title

THIS AGREEMENT SHALL BE REFERRED TO AS THE NESTLE PURINA PETCARE, BLAYNEY
(STATE) ENTERPRISE AGREEMENT 2006 – 2008.

2. Arrangement

Clause No.	Subject Matter
21.	Anti-Discrimination
2.	Arrangement
12.	Career Path Work Grades
9.	Conditions of Employment
6.	Consultation and Communication
18.	Definitions
10.	Entitlements
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Appendix A – RDO Agreement
Appendix B – Classification and training structure
Appendix C – Wage Rates

3. Incidence of Agreement

This Agreement shall apply to, NESTLE PURINA PETCARE New South Wales, and any employee of NESTLE PURINA PETCARE whose place of employment is at Blayney, NSW, and whose work is covered by the provisions of the Nestle Purina Petcare, Blayney (State) Enterprise Award [ref: NSWIG Vol 343 at page 455].

4. Parties Bound

This Agreement shall be binding upon:

THE NATIONAL UNION OF WORKERS, NEW SOUTH WALES BRANCH,

and

NESTLÉ PURINA PETCARE (ABN 77 000 011 316)

5. Operation of Agreement

This Agreement shall come into operation on and from 1 January 2006 and shall continue in force for a period of three (3) years.

Changes to employment conditions and the first wage adjustment will operate from the first day of January 2006 and payments will be made following approval of the Agreement by the Industrial Relations Commission of New South Wales ("The Commission").

This Agreement is to be read in conjunction with the Nestlé Purina Pet Care, Blayney (State) Enterprise Award published 27 February 2004 [343 IG 455], referred to as "the Award". Where this Agreement and the Award contain different provisions dealing with the same subject matter this Agreement shall prevail to the extent of any inconsistency.

6. Consultation and Communication

There is a continuing commitment by the Company to communicate with employees and to involve employees in making decisions, which affect the workplace.

There is a commitment by employees to avoid work stoppages, bans and limitations and to resolve grievances by using the procedure set out elsewhere in this Agreement.

These joint commitments are aimed at having all Company employees work together to improve product quality, work performance, work conditions and productivity.

The Consultative Committee process continues and that process will consider, among other things:

- appropriate work procedures and practices.
- skill related career paths and multi-skilling arrangements.
- ways of improving flexibility, productivity and efficiency of the factory.

Regular briefing group meetings will be a continuing feature of the communication process.

7. Training

- (a) The company and employees agree to a commitment to ongoing employee development and training in order to continually improve productivity and efficiency, and at the same time, encourage personal development, motivation, and self esteem.
- (b) When an employee has been given at least seven (7) days notice, that employee will attend compulsory training sessions. (Exceptional circumstances may preclude compulsory attendance).
- (c) Where a compulsory training session is between one (1) and three (3) hours duration an employee will be paid for actual attended hours and the minimum four (4) hour call will not apply. In addition [for training sessions of less than four (4) hours] the employee will be paid the customary per kilometer allowance currently paid to employees attending meetings.

8. Grievance Procedure

In order to avoid industrial action in relation to any grievance or dispute, the parties to the grievance or dispute will take all reasonable steps to ensure that the following procedure is followed responsibly and expeditiously:

- (a) If an employee has any problem or concern in relation to an aspect of employment, the employee shall in the first instance discuss the matter with the employee's supervisor who will endeavour to resolve the issue expeditiously.
- (b) Any unresolved matter may then be taken by the employee, or the employee and a union job delegate, to the employee's Department Manager. The Manager will seek assistance as required from the Human Resource Manager. An official of the union may also be involved if necessary.
- (c) Should the dispute continue to be unresolved, appropriate assistance should then be sought from the Factory Manager and, if necessary, an official of the union.
- (d) In the event of no agreement being reached, the dispute may be referred to the Commission for conciliation and arbitration.
- (e) Where a dispute involves either party seeking to change an existing agreement or practice, the existing condition shall continue to prevail either until the dispute is resolved or until the parties have exhausted all steps in the above procedure.

9. Conditions of Employment

(a) Contract of Employment

The parties agree to comply with the conditions contained in this Agreement and company policies and procedures, which have been properly conveyed to employees. Conditions may be changed during the term of this Agreement by agreement reached with the employees and the union. Such change(s) shall be reflected in a consent variation(s) to the Agreement.

[Note: This Agreement is intended to be a comprehensive document and any industrial condition or practice not contained in the Agreement will no longer apply.]

The company will continue to provide an administrative facility for the deduction of premium payments made by employees in respect of Income Protection Insurance.

(b) Engagement

Employees may be engaged as:

- (i) Casual, or
- (ii) Weekly, on a full time or part time basis,
on either day work, five day shift work or seven day shift work.

This shall not prevent a weekly employee being engaged on an employment contract for a fixed period.

In the case of permanent employees the engagement shall be subject to a three month probationary period, during which performance will be reviewed and if not to the satisfaction of the employer the employee's service will be terminated with notice (see paragraph (c)(i) hereof).

Provided that casual employment for full weekly hours shall be counted as part of the probationary period.

Any employee having completed a three (3) month probationary period whose employment is terminated and who is then subsequently re-engaged within a six (6) month period will not lose entitlement to sick leave and long service leave accrued during the probationary period and will not be subject to a further probationary period.

(c) Termination of Employment with Notice:

- (i) Casual employees - either party may terminate employment with one (1) hour's notice or by payment of one hour's wages in lieu thereof.
- (ii) Permanent employees - employment may be terminated by either party with the following notice, or by payment or forfeiture of wages in lieu, for part or all of the notice not given or worked:

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

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

(d) Termination of Employment Without Notice

- (i) Employment may be terminated without notice for serious or willful misconduct.

(e) For acts of minor misconduct or minor breaches of safety and health requirements the following procedure will be adopted:

- (i) A counseling discussion will be used when a fully trained employee has a lapse in performance e.g. lateness, absenteeism or breach of Plant rules.
- (ii) A first or verbal warning follows at least one counseling discussion and will clearly imply that more serious action will follow further incidents of poor performance or unacceptable behaviour.
- (iii) A written warning will follow the verbal warning and will clearly state that further disciplinary action will occur if poor performance or unacceptable behaviour continues.
- (iv) Final written warning follows a written warning and is a last chance; confirmation will be given in writing.
- (v) Notice of dismissal - Dismissal will occur following a further breach of conduct after a final warning has been issued.
- (vi) If an employee has only one warning in their file within a twelve (12) month period then that warning will be removed from the employee's file.
- (vii) An employee may have a Union delegate or another employee of their choice present during this process.

(f) Stand Down

- (i) The employer recognises that every effort shall be made to provide an employee with a full week's work for each week of the year. However, the employer shall have the right to deduct payment for any day the employee cannot be usefully employed because of any strike, or through any substantial breakdown, or any stoppages of work for any cause for which the employer cannot be reasonably held responsible.

(ii) Where the company stands down employees, pursuant to the provisions of subclause (i) those employees shall be paid for the balance of the shift on which they are working when notified of stand down.

(iii) If an employee is not notified of a stand-down either at work on a previous shift, or at home, and reports for work the employee will be paid for that full shift.

(g) Abandonment of Employment

(i) The absence of an employee from work for a continuous period of three (3) working days without notification to the employer will be prima-facie evidence of abandonment of employment.

(ii) Provided that if within fourteen (14) days of the last attendance at work the employee can establish that the failure to notify was due to circumstances beyond that employee's control, such abandonment shall not have occurred.

(h) Work to be Performed

(i) All employees agree to work as directed and the Company will comply with Occupational Health and Safety and other legal requirements. Such direction shall take into account the employee's skills competence and training and shall include, where appropriate, the use of tools and equipment. Such direction shall not be aimed at promoting de-skilling.

(ii) An employee, who accepts nomination by the company, shall become a member of the Emergency Response Team (ERT) and shall attend training sessions as directed. All employees who are members of the ERT shall be available to perform five and seven-day shift work if so required by the company.

(i) Ordinary Hours of Work

(i) During the period of the Agreement a formal review group and process will be established to consider shift pattern alternatives (8 hours permanent cycle shifts) including impact on personal, family life and work performance.

(ii) Ordinary hours of work shall be scheduled not to exceed an average of 38 hours per week in any work cycle.

(iii) Except for a meal break, no employee shall be required to work his ordinary hours of any one day in broken periods.

(iv) For a ten (10) and twelve (12) hour shift workers at least ten (10) hours shall elapse between an employee's ordinary hours of work on one (1) day or shift and the next. Any absence to enable the ten (10) hour break to occur shall be without loss of pay.

(v) For other employees at least eight (8) hours shall elapse between an employee's ordinary hours of work on one day or shift and the next. Any absence to enable the eight-hour break to occur shall be without loss of pay.

(vi) The employer shall in consultation with employees establish the ordinary hours for day work and for day shifts and other shifts. The employer shall prepare a roster setting out the commencing times of ordinary working hours of shifts and those times shall be as regular as practicable.

(vii) The shift roster (i.e. roster sequence, shift hours and days) may be altered at any time by mutual agreement. Where agreement is not reached, the following notice periods shall be given:

1. Seven (7) days' notice where the roster is temporarily altered or where an employee temporarily changes shifts in the roster for training purposes or to relieve an absent employee; if because of circumstances beyond the control of the employer seven days' notice cannot be given the first shift worked shall be paid at double rates.

2. Twenty eight (28) days' notice where the shift roster is permanently altered or where an employee changes shifts in the roster permanently.

(viii) Employees undertake to be at their appropriate workplace to commence work at their nominated start time and to work until their nominated finish time.

(ix) Ordinary hours work shall be restricted to a maximum of twelve (12) hours in any one day and further restricted for day workers and five (5) day shift workers as outlined in the definitions (see clause 18 of this Agreement).

The roster shall be drawn up so as to accumulate a maximum of two (2) hours per week towards an RDO, averaged over the roster cycle.

The company and the union agree to investigate and confer upon shift patterns during the life of this Agreement.

(j) Rostered Days Off (RDO's):

(i) Where in any particular week in a roster cycle, ordinary hours are more or less than 38, an adjustment shall not be made to that week's pay. Instead, the additional hours or shortfall shall be credited or debited as the case may be, to the employee's accumulated entitlement to rostered days off. Such entitlement may be accumulated by the employee up to a maximum of 100 hours. The company and union agree to co-operate in the management of total hours.

[Note: The practice of allowing employees a negative accrual figure for RDO's will no longer apply.]

(ii) The accumulated time shall be taken by the employee as a rostered day off. (RDO). Such an RDO shall be taken at a time or times mutually agreed upon and shall be paid for as if the employee had worked the scheduled ordinary hours for that day. Similarly the accumulated time shall be reduced by the scheduled ordinary hours for that day.

(iii) An employee who works on an RDO, at the request of the company, may choose to be paid for the RDO plus overtime rates for the time worked, or be granted a substitute day at a mutually agreed time.

(iv) On application to the company accrued RDO's may be paid out at ordinary time.

(k) Accumulated Days Off (ADO's)

By mutual formal agreement between management and the employee overtime hours worked may be credited to an employees ADO bank for a specified purpose on the following basis:

- Base hours credited to ADO accrual at ordinary time,
- Penalty payment for overtime hours shall not be accrued and will be paid in the current pay period

(l) Meal Breaks and Rest Periods

(i) All employees other than shift workers shall be entitled to the following breaks including washing and walking time:

1. A 30 minute unpaid meal break to be granted within six hours of the employee's scheduled ordinary starting time.
 2. Two additional rest periods, paid for and counted as time worked, each of 15 minutes duration, to be taken one prior to and one after the meal break on each eight hour shift.
 3. An employee who returns to work during their meal break, at the request of the company, shall be paid a 30 minute penalty payment. Such employee will be entitled to a 30 minute meal break after carrying out the requested work.
- (ii) Shift workers shall be entitled to the following breaks including washing and walking time:
 1. A 30 minute paid meal break to be granted within six hours of the employees scheduled ordinary starting time.
 2. Three additional rest periods for 12 hour shift workers and 2 additional rest periods for 8 - 10 hour shift workers shall be, paid for and counted as time worked, each of 15 minutes duration with at least one break taken prior to and one break taken after the meal break on each shift.
 3. An employee who returns to work during their meal break at the request of the Company will be entitled to a 30 minute meal break after carrying out the requested work.
- (iii) In consideration of the 30 minute paid meal break provision, employees on shifts will:
 1. Remain on site during the paid breaks. If an employee wishes to leave the site during a meal break, they must inform the Supervisor prior to leaving the site, and no payment will be made for the break.
 2. Handover to the next shift on the job. Notwithstanding clause 9 (i) (viii), all employees covered by this Agreement will be present and conduct a handover to the next shift on the job. This will include all incoming employees being at their workstation no later than 5 minutes before their rostered shift commences. The company will issue guidelines as to how to conduct an effective handover.
 3. Notify a supervisor if a shift relief employee has not reported to take over the job.
- (iv) The company may stagger and alter the times of breaks and rest periods in order to maintain production and to ensure continuous production through meal breaks and rest periods by the use of relief employees.

(m) Overtime

- (i) An employee shall be required to work reasonable overtime.
- (ii) Any time worked in excess of the scheduled ordinary hours on any one day shall be overtime.
- (iii) Where an employee is required to work overtime not continuous with the completion or commencement of his or her ordinary scheduled work hours he or she shall be employed and paid for a minimum period of four hours at the overtime rate and work may be allotted to fill this four hours. This work may be in another department to one normally worked in.

Provided that at the employee's request he or she may be released from duty and paid for the actual time worked at overtime rates.

(iv) Where an employee is called back to work overtime on site, the following breaks shall apply:

- an eight (8) hour break for eight (8) hour workers,
- a ten (10) hour break for ten (10) and twelve (12) hour workers.

This break may occur or may be granted either between the completion of ordinary working hours and the commencement of the call back period or at the end of the call back period.

Any absence to enable these breaks to occur, as outlined above, shall be without loss of pay.

(v) Where an employee works overtime on site continuous with the completion of or his or her scheduled ordinary working hours, the following breaks shall apply:

- an eight (8) hour break for eight (8) hour workers, prior to resuming rostered work.
- a ten (10) hour break for ten (10) and twelve (12) hour workers prior to resuming rostered work.

Any absence to enable these breaks to occur, as outlined above, shall be without loss of pay.

(vi) All overtime must be authorised. Unauthorised overtime will not be paid.

(vii) When the period of overtime requires an employee to work for more than four (4) hours since the employee's last meal break or rest period, the employee shall be granted a fifteen (15) minute crib break which shall be paid as time worked.

(viii) By mutual formal agreement between management and employee, overtime hours worked may be credited to an employee's ADO bank on the following basis:

- Overtime base hours worked credited to ADO accrual at ordinary time.
- Penalty payment for overtime hours worked shall not be accrued and will be paid in the current pay period.

10. Entitlements

(a) The following entitlements will be allowed for all permanent full-time employees:

- (i) Permanent part-time employees will receive pro rata payment for leave entitlements dependent on the proportion of the average number of hours worked per week to 38 hours.
- (ii) Casual employees are not entitled to payment for leave entitlements other than for annual leave.

(b) Public Holidays

(i) The following days shall be public holidays for the purposes of this Agreement:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, Picnic Day and any other day gazetted or proclaimed as a public holiday for the State or locality, in which a factory to which this Agreement applies, is located.

(ii) It may be mutually agreed with an employee or all employees that a day other than the gazetted day be nominated and observed as the holiday.

(iii) Picnic Day shall be allowed and observed on a mutually agreed day.

(c) Annual Leave

- (i) The provisions of the *Annual Holidays Act 1944*, which allows for four (4) weeks' annual leave per annum shall apply.
- (ii) Three (3) months' notice shall be given of any planned shutdown. A shorter period of notice may be given following consultation between the company and the employees concerned.
- (iii) Seven (7) day shift work employees shall have an additional annual leave entitlement of one (1) week's leave.

(iv) An employee will retain Annual/RDO/ADO leave of two (2) weeks for five (5) day employees and three (3) weeks for seven (7) day employees to be taken in conjunction with planned shutdowns. In the case where, over the period of a calendar year, the planned shutdowns do not require the total utilisation of reserved annual leave, the residual leave will revert back to the employee to be taken during that year, or in a subsequent year at a time mutually agreed between the employer and employee concerned."
- (v) Employees will normally take whatever leave is required to cover plant shutdown periods. Should an employee have insufficient leave to cover the period, every effort will be made to find work for the employee during that time.
- (vi) One (1) week's annual leave is a week comprising 38 hours and an employee shall receive 38 hours' ordinary pay for each week of annual leave irrespective of that employee's shift roster cycle. The number of hours to be deducted from the employee's annual leave entitlement will be those hours due to be worked according to the roster applying when the leave is taken. Any difference between rostered hours and 38 hours will be debited or credited, as the case may be, to the employee's accumulated RDO hours in such a way that the accumulated hours balance shall not be negative at the end of the roster cycle.
- (vii) Employees who transfer between five (5) day shift and seven (7) day shift rosters (and vice versa) are entitled to have their different work patterns taken into account when annual leave loading is calculated.

Employees' leave loading shall be calculated on a pro-rata basis taking into account the varying shift patterns worked in the qualifying period for annual leave.
- (viii) Annual leave will be used for the appropriate purpose. Leave will begin from the starting time of the first rostered shift off on annual leave and will cease at the commencement time of the first rostered shift after the annual leave period. No overtime will be worked by an employee during a period of annual leave. The company may approve applications for single day annual leave absences which shall be taken at a time mutually agreed between the employer and employee, subject to operational requirements of the factory.

(d) Long Service Leave

- (i) Up to 31 December 2001 leave will accrue at the rate of 0.866 week per year of service. (13 weeks after 15 years service).
- (ii) From 1 January 2002 leave will accrue at the rate of 1.3 weeks per year of service (13 weeks after 10 years service).
- (iii) From 1 January 2002 pro rata leave will be available after the completion of 7 years service.
- (iv) The remaining provisions of the appropriate *Long Service Leave Act 1955* relating to long service leave shall apply.

(e) Sick Leave

- (i) Employees will be entitled to 38 hours sick leave in the first year of service and 76 hours per year of service thereafter.
- (ii) Sick leave may only be claimed upon the production of suitable evidence to support the claim.
“Suitable evidence” may be a medical certificate from a medical practitioner or a statutory declaration as set out below:
 - (a) A medical certificate will be required if two (2) or more consecutive days absence occurs.
 - (b) If a sick leave absence occurs either side of a public holiday, an RDO or at the beginning or end of a period of Annual Leave or Long Service Leave, a statutory declaration or a medical certificate will be accepted.
 - (c) Employees will be interviewed and a medical certificate will be required if:
 - an employee has no leave entitlement to cover an absence; or
 - there is abuse of leave taking or a pattern of leave taking has been formed or is forming.
 - (d) Each case referred in (c) above, will be dealt with by the employee’s immediate Manager. The employee will be informed at an interview whether a pattern is forming, or whether excess absences are occurring.
- (iii) Sick leave may not be claimed for an RDO, or where a worker is entitled to workers compensation payments.
 - (iv) Sick leave may not be claimed during periods of other leave, but may be claimed in lieu of annual leave where an employee produces a medical certificate proving that he/she was unfit to perform normal duties for a period of five or more consecutive days during his period of annual leave.
- (v) Unclaimed sick leave will be fully cumulative.
- (vi) Sick leave may also be used, where available, to enable an employee to provide care or support for an immediate family member.

An application for leave of this nature must be supported by the same suitable evidence as would apply to an absence by the employee.

(f) Bereavement Leave

Employees shall be entitled to a maximum of three (3) days of bereavement leave without loss of pay on the production of satisfactory evidence on occasion of the death of any one of the following family members:

Husband or wife including de facto; father, stepfather or father-in-law; mother, stepmother or mother in-law; brother or stepbrother; sister or stepsister; child or stepchild; grandmother or grandfather or grandchild.

(g) Jury Duty

Employees, excluding casual employees, required to perform jury service during his or her scheduled ordinary work hours shall be granted leave of absence without loss of pay but shall in turn be required to reimburse the company all jury fees received.

(h) Trade Union Training

Delegates will be released from duty on full pay for the purpose of attending training courses, upon confirmation by the State Secretary of the Union. Such paid leave may be allowed once per annum up to five (5) days absence, or once per two (2) years up to ten (10) days absence.

(i) Protective Clothing

- (i) The company will provide all employees with suitable protective clothing, footwear and equipment as may be necessary in the course of the employee's job.
- (ii) The company will launder and replace as necessary protective clothing at its own expense and will replace protective footwear and equipment as necessary upon return of used items.
- (iii) Employees undertake to wear all such issued protective clothing, footwear and equipment as instructed and necessary in the course of their duties and to take reasonable care of such items.
- (iv) Such equipment is not to be removed from site unless so authorised by the company.

11. Parental Leave (Unpaid)

Employees shall be entitled to Parental Leave in accordance with the relevant Legislation.

12. Career Path Work Levels

A training and classification system, based upon operational needs has been developed. The levels of work and proficiency requirements are set out in Appendix B of this Agreement.

The classification structure is reflected in a wage system which recognises and rewards employees' applied skills, abilities and performance, in line with the needs of the business.

13. Wage Rates

(a) Wage Rates

Employees shall be classified in accordance with the following structure and shall be paid the rates of pay set out in Appendix C to this Agreement:

Product Technicians (Production/Resources/Kennels/QA)

Level 1

Level 2

Level 3

Level 4

Level 5A (QA Technicians/ Trainer)

Level 5 (Logistics Work Coordinator)

Level 5B (Pack/Manufacturing Work Coordinator)

Mechanical Tradespersons

Grade 4

Grade 3

Grade 2

Grade 1

Senior B

Senior A

Mechanical Work Coordinator

Electrical Tradespersons

Grade 4

Grade 3

Grade 2

Grade 1

Senior B

Senior A

Electrical Work Coordinator

(b) All remuneration will be based on a composite wage rate. This rate will be calculated for each individual employee by adding together the employee's grade wage rate (GWR) and the all purpose allowances to which that employee is entitled. This composite wage rate will be called employee's gross rate (EGR). The GWR's are inclusive of all allowances of any nature except those specified in subclause (e) hereof.

(c) Apprentices

The minimum rates of wages to be paid to apprentices shall be as follows:

Year	Percentage of weekly rate prescribed for Tradesperson base rate %
1	50
2	65
3	80
4	92

(d) Casual and Part Time Employees

- (i) Casuals will be employed after consultation with the Union. Where casuals are employed the following will apply:
 - In the case of casual employees GWR's will be increased by 20% for all purposes.
 - A casual employee called in to work shall be provided with a minimum of 4 hours' work
- (ii) The parties recognise the need to use casual employees to cover site requirements. Casual employees will not replace, on a permanent basis, full time employees. Where a casual has been continuously engaged for a period greater than six (6) months management and delegates will review the cause and nature of the position which the casual has filled.
- (iii) Part time employees shall be paid a proportion of the weekly rate based on the proportion of the average scheduled ordinary hours worked per week to thirty-eight (38).

(e) Allowances

- (i) Emergency team allowance - all employees appointed by the company to serve on the emergency team shall be paid an allowance based on 1.5% of Senior A Electrician GWR. This allowance is not for all purposes and only applies while the employee remains an active member of the team. This allowance will be withdrawn if the qualification or need lapses or employee fails to meet physical requirements.
- (ii) First aid allowance - all employees suitably qualified and appointed by the company to administer first aid shall be paid an allowance based on 2% of Senior A Electrician GWR. This allowance is not for all purposes and only applies while the employee remains qualified to provide first aid treatment. This allowance will be withdrawn if the qualification or need lapses or employee fails to meet physical requirements.

(iii) Confined space allowance - all employees suitably trained and qualified and appointed by the company for Confined Space activities shall be paid an allowance based on 2% of Senior A Electrician GWR. This allowance will be withdrawn if the qualification or need lapses or employee is unable to meet physical requirements.

(iv) All shift workers shall be paid allowances for all purposes based on the employee's relevant GWR as follows:

Percentage

(1) Five (5) day shift workers:

On morning shifts	5
On afternoon shifts	15
On night shifts	25

(2) Seven (7) day shift workers:

On morning shifts	20
On afternoon shifts	30
On night shifts	40

(3) In the case of shift workers on regularly rotating or alternating shifts an average allowance based on the shifts involved will be paid for all purposes in lieu of the above allowances.

(f) Overtime

(i) Time worked in excess of scheduled ordinary time is overtime and shall be paid for at a rate of 150% of the EGR for the first two (2) hours worked and 200% of the EGR for the time worked thereafter on any one day. The appropriate shift penalty will apply.

(ii) Where overtime extends from one day into the next, such a period of overtime shall all be regarded as having been worked on the first calendar day for payment purposes.

(iii) Employees who work on public holidays, whether rostered to work or not, will be paid triple time or, by mutual agreement, double time plus one day in lieu which will be credited to the ADO bank.

(g) Annual Leave and Long Service Leave

(i) Casual employees will receive an additional payment of 1/12 of the hourly EGR for each hour of ordinary time worked in lieu of annual leave and do not receive long service leave.

(ii) Full time permanent employees, will receive leave payments based on the employees rosters operating at the time leave is taken. Annual leave will be paid at 117.5% of the EGR.

Part-time permanent employees, will receive pro rata payment per week of leave based on the EGR times the proportion of the average number of scheduled ordinary hours worked per week to 38, and in the case of annual leave will be paid at 117.5% of the EGR.

(h) Other Forms of Paid Leave

(i) Casual employees are not entitled to payment for other forms of leave.

(ii) Permanent part-time and full-time employees will receive one (1) hour's pay based on the hourly EGR for each hour of scheduled ordinary time from which the employee is absent. Records will be reduced by a corresponding amount of time.

(i) Public Holidays

- (i) A casual employee will not be paid for a public holiday unless the employee works such holiday. In such cases a casual will be paid at double time, however, the allowance set out in (d) (i) above shall not apply.
- (ii) A day work or five (5) day shift work employee will be paid:
- 7.6 hours pay if not rostered to work.
 - a full shift's pay if rostered to work but not required to work.

Where such employees are required to work on a public holiday payment shall be at the rate of triple time.

Part-time employees will be paid in the proportion of the average number of scheduled ordinary hours worked per week to 38.

- (iii) Seven (7) day shift workers will be paid for work performed on a public holiday falling on any day of the week at the rate of triple time.

Seven (7) day shift workers who do not perform work on a public holiday shall be entitled to the following payments for such public holiday:

- If not rostered to work - paid 7.6 hours.
- If rostered to work but not required to work - a full shift's pay.

[Note: For the purposes of sub-clauses (ii) and (iii) "a full shift's pay" will be the hours worked depending upon the relevant shift roster.]

- (iv) Employees recognise that if their rosters include work on public holidays they have an obligation to work if so requested.

(j) Workers Compensation

The provisions of the *Workplace Injury Management and Workers Compensation Act 1998* appropriate shall apply.

(k) Time Record

Every employee shall use the electronic access system where installed to the plant and thus establish their attendance to/absence from the site. This will be linked to a time and attendance system for improved payroll processing and accuracy.

Note: Punctuality issues will be dealt with via the disciplinary process

(l) Payment of Wages

All employees will be paid weekly by direct deposit not more than three (3) days in arrears into a bank or building society account, within the state of employment, nominated by the employee.

14. Productivity

- (a) During the operation of the Agreement a consultative process, involving union delegates and factory employees will develop key performance indicators to assist in monitoring productivity improvements.

- (b) The overall aim of this exercise is to make the company competitive thus ensuring the long term security of employment and viability of its operations.
- (c) Performance will be reviewed on a regular basis with employees through the consultative arrangement and coordinated by the Consultative Committee and delegates.

15. Wage Increases

- (i) The following wage schedule increases will apply:

Year 1:	3%	effective 1 January 2006
	2%	effective 1 July 2006
Year 2:	2%	effective 1 January 2007
	2%	effective 1 July 2007
Year 3:	2%	effective 1 January 2008
	2%	effective 1 July 2008

These wage increases are contingent upon the fulfillment of the criteria listed in clause 15(ii)

- (ii) Criteria For Wage Increase

1. The continued improved performance payments are subject to agreement at the Factory that continuous improvement in the Factory performance is occurring. Evidence of this will be as follows:
 - (a) Positive movement in the Factory's KPI's.
 - (b) Agreement by all parties of changes required to improve the business.
 - (c) The resolution of disputes through and by adherence to the disputes procedure.
 - (d) Satisfactory performance of the site training and consultative processes.
 - (e) Other issues that may be raised by Employees, the Union or the Company.
 - (f) No extra claims for wages or conditions made on the Company.
2. This evidence shall be considered at the Factory three (3) months prior to the due date and where progress is unsatisfactory, the reasons for this will be examined and a plan put in place to correct any problems.
3. Where, on the due date, performance is still unsatisfactory, the Company reserves its right to defer a payment for a period.

Where, the Union disagrees with this decision it can pursue the issue through the disputes procedure.

16. Roles and Responsibilities of Union Representatives

Who are delegates?

Delegates are elected to represent union members at the NPP Blayney Factory and will be recognised by the Company following formal advice from the Union Branch Office confirming their status.

“Co-delegates” are nominated to stand in for a period when a delegate is absent from work or a delegate is involved in a critical process which prevents him/her from leaving the workplace.

The number of delegates (currently six) and co-delegates will not be increased without the appropriate consultation between the Company and Union.

The company shall allow union delegates appointed by employees in the Enterprise and whose names have 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.

Delegates attending meetings

For regular monthly management/union meetings on site, elected delegates will normally attend. Meetings will be held on Mondays and delegates will meet seven (7) days before the scheduled meeting to prepare their items for the meeting Agenda. Co-delegates not rostered for work, may elect to attend this pre-meeting in their own time.

For meetings other than monthly meetings, agreement will be reached beforehand between the company and the union as to the number of delegates to attend. For any meetings called to attend to matters pertaining to the day to day running of the factory, the delegates from the attending shift will represent the interests of the union. Wherever possible, reasonable notice of such a meeting will be provided by the parties.

Where an agreement cannot be reached the matter will be dealt with in accordance with the Settlement of Disputes procedure set out in this Agreement.

Where a matter is urgent and agreement on the number of delegates attending cannot be reached then either:

1. The meeting will be postponed until agreement can be reached; OR
2. Either party may elect to participate in the meeting without an agreement on the number of delegates attending, without prejudice to the matter being followed up, through the Settlement of Disputes procedure, after the meeting.

Delegates must notify their immediate Supervisor when a situation arises requiring them to leave their workstations. The reason for requiring permission is to ensure that operations are given time to obtain relief for the delegate and no disruption to production occurs and to maintain safety standards.

The Company will not unreasonably withhold agreement to delegates attending meetings. The union will ensure that requests to attend meetings are limited to reasonable numbers.

If this procedure is not followed then the parties shall review this protocol to install a formal system requiring delegates to lodge a request with supervision in order that they may attend meetings.

In the normal course of events, discussions between a delegate and an employee that are not relating to a matter in dispute, should take place in scheduled meal breaks or before/after the shift. Where this is not possible due to conflicting work times etc, the delegate will request that the Company grant the time for the meeting. The Company will make reasonable time for such a meeting available subject to operational requirements.

Officials of the National Union of Workers, NSW Branch, holding current accreditation shall be permitted at reasonable times and by prior arrangement with the employer to enter the employer's premises without disturbing the normal production processes for the purposes of interviewing members and conferring with the employer and other purposes authorised under the *Industrial Relations Act 1996*.

17. No Extra Claims

No claim will be made except where consistent with the Principles issued from time to time, by the Commission. This shall not prevent claims being made within two (2) months of the expiration of this Agreement for the purpose of negotiating a new Agreement.

18. Definitions

- (i) Casual employee is one hired as required by the hour.
- (ii) Weekly paid employee is:
 - (a) One whose ordinary scheduled hours of work average 38 hours per week;
 - (b) A part-time employee whose ordinary scheduled hours of work average a fixed number less than 38 hours per week.
- (iii) Day work employee is one whose ordinary scheduled hours of work fall between 7.00 am and 8.30 pm, Monday to Friday inclusive.
- (iv) Five (5) day shift work employee is one whose ordinary scheduled hours of work commence anytime, Monday to Friday inclusive.
- (v) Seven (7) day shift work employee is one whose ordinary scheduled hours of work commence any time, any day of the week.
- (vi) Afternoon shift is a shift where the scheduled ordinary hours of work finish after 7.00pm and at, or before, 2.00 am.
- (vii) Night shift is a shift where the scheduled ordinary hours of work finish after 2.00 am and at or before 10.00 am, or where such scheduled ordinary hours of work are worked between 7.00pm and 7.00 am.
- (viii) Morning shift is a shift where the scheduled ordinary hours of work finish after 12.00 noon and at, or before, 7.00 pm, or where such scheduled ordinary hours are worked between 7.00 am and 7.00 pm.
- (ix) "Mechanical or "Electrical Tradesperson" means an employee mainly engaged in the installation and maintenance of the plant.
- (x) "Scheduled ordinary hours of work" may be changed through mutual agreement between the Company, the Union and the employees affected. Any such mutual agreement shall be contained in an exchange of letters between the company and the union.

19. Production Work By Other Parties

Where production is to be done by co-manufacturers or co-packers, the Company will advise the employer they are required to comply with appropriate award requirements.

There shall be consultation between site management and employees in conjunction with delegates over the use of co-manufacturers or co-packers to perform work at the factory. Where the work is to be performed on site, such employers shall be notified their employees are to be paid at least equivalent to current site rates.

20. Union Recognition Clause

- (a) All employees subject to this Agreement shall be given the opportunity to join the NUW.
- (b) All new employees shall be introduced to their shift NUW delegate during induction.
- (c) Upon authorisation by the employee, the Company shall deduct union levies from the employee's pay.

21. Anti-Discrimination

- (1) It is the intention of the parties bound by this Agreement to seek to achieve the objective in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age, group memberships, and responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the Agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES –

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

22. Superannuation

Following advice from the individual employee, employer superannuation contributions in respect of Occupational Superannuation may be made to the following funds:

- Nestle Australia Group Superannuation Fund (NAGSF)
- Labour Union CO-operative Retirement Fund (LUCREF)
- Superannuation Trust of Australia (STA)
- Clerical Administrative and Related Employees Superannuation Fund (CARE)
- Meat Industry Employees Superannuation Fund (MIESF)

Or any other fund agreed to by the employer and an employee.

23. Redundancy

Introduction

As soon as possible after a definite decision has been made to implement changes likely to cause redundancies, the Company will hold discussions with the employees affected and the Union. These discussions will include the introduction of the changes, the likely effects upon employees and measures, which have been considered to avert or mitigate the adverse effects. The Company will give prompt consideration to matters raised by the employees and the Union.

In the event of redundancies being required, the following will apply:

General

- 23.1 It is the Company's intention that as many employees as possible continue in their employment for as long as possible and for whom meaningful work can be found.
- 23.2 This agreement shall apply to those employees for whom meaningful work cannot be found as a result of changes in the Company's operations or market influences.
- 23.3 This clause shall not apply to employees of the company who:
- (i) Are employed as temporary, fixed term or replacement employees.
 - (ii) Terminate their employment of their own accord prior to receiving formal notice of redundancy.
 - (iii) Are terminated for other reasons including instant dismissal.

23.4 Transfer - General

Any employee may apply for the opportunity to transfer to any Nestlé Site in Australia subject to vacancies existing and normal selection criteria.

Redundancy Package

23.5 Severance Payment

3 weeks' ordinary payment.

23.6 Service

- (i) Employees with 3 years' service or less - 3 weeks ordinary pay per year of service.
- (ii) Employees with more than 3 years service - 4 weeks' ordinary pay per year of service.

23.7. Age Allowance

An age allowance will be provided as follows:

- (i) 45 years of age to 49 years of age - an additional 2 weeks pay.
- (ii) 50 years of age to 54 years of age - an additional 4 weeks pay.
- (iii) 55 years of age to 59 years of age - an additional 6 weeks pay.
- (iv) 60 years of age and over - an additional 8 weeks pay.

23.8 Annual Leave

Pay-out of all leave plus 17.5% loading including pro rata.

23.9 Sick Leave

Pay-out of all accumulated sick leave to a maximum of \$159.03 per day,

23.10 Long Service Leave

Proportional payment of long service leave for employees with more than 3 years service.

23.11 Formal Notice / Selection Criteria

Employees will be given as much notice as practicable of their actual date of redundancy.

Based on the number of redundancies offered, would first be on a voluntary basis and thence through seniority of service.

If there are no volunteers, discussions will be held with the union to determine appropriate and agreed selection criteria.

23.12 Time off for Interviews

The Company will allow time off with pay for employees to attend interviews for alternate employment. This time off will be subject to prior notice/approval of the employee's manager and verification of attendance at the interview.

23.13 Retention

Employees subject to compulsory redundancy and who stay in the company's employ until their advised termination date or beyond will be paid an additional amount of \$1500 or 4 weeks pay whichever is the greater amount.

An employee who has been given notice of termination and subsequently resigns of his/her own accord before the notified termination date shall be paid his/her Agreement and legal entitlements as if he/she had worked to the notified termination date, but in these circumstances shall not be entitled to any retention payment.

23.14 Superannuation

As per Trust Deed of relevant Fund.

23.15 Death of Employee

If an employee who has been given formal notice of redundancy dies before the date of termination, all benefits payable to the employee under this agreement shall be paid directly to the employee's estate.

23.16 Method of Payment

All benefits under this clause shall be paid by cheque or EFT.

23.17 Definition

In this clause, "ordinary pay" means that remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay applicable at the time of receiving notice, but excluding shift loading.

APPENDIX A: RDO AGREEMENT

During the term of the Agreement, the parties agree to the following:

- (i) In times of reduced tonnage, a roster pattern enabling an average of 38 ordinary hours per week will be introduced to production based employees.
- (ii) The company can nominate up to a maximum of 18 weeks per year in various periods during which RDO's shall not accrue. The remaining weeks will be worked enabling RDO's to be accrued and taken at a mutually agreed time between the employee and company.
- (iii) During the periods when this arrangement operates, the factory will cease operations at 1am Saturday morning (affecting Friday nightshift).
- (iv) Notice Periods.

For all affected personnel:

1. A notice period of 6 weeks will be given to employees upon entering a period of non-RDO accrual.
2. A notice period of 2 weeks will be given to employees when required to return to roster pattern accruing RDO's.

If an employee works above their scheduled hours in any week and into the period highlighted on the roster as non-RDO accrual, the hours worked will be credited, at single time, to their RDO account to be taken at a mutually agreed time between the employee and company.

APPENDIX B: GUIDELINES RELATING TO THE BLAYNEY TRAINING PLAN AND CLASSIFICATION LEVELS (2002)

The Levels

Level 1 Defined as the initial probationary period for a new employee. An employee at this level must complete Core Units. After induction is completed, a Level 1 employee can be doing prep training for a Level 2 proficiency already identified.

An employee would nominally be on this level for a period of 3 months prior to progression to next level.-(By assessment)

Level 2 An employee at this level would be assessed proficient in 1 operating job. Additional operating jobs will be assessed in preparation for level 3. (*See note on prep training). All Level 2 Core units must be completed.

An employee at this level will be required to train others when requested in core units and proficiency.

Prep Training Level 2 - Training must fit into defined training plan and is recorded by trainers as such.

An employee would nominally be on this level for a period of 9 months prior to progression to next level.

Level 3 An employee at Level 3 would be assessed proficient in 3 operating jobs in accordance with a defined training plan. Additional operating jobs may be assessed in preparation for level 4 (*See notes on Prep training). All Level 3 core units must be completed.

An employee at this level will be required to train others when requested in core units and proficiencies.

Prep Training Level 3 - Upon selection by Shift Manager, in consultation with trainers and according to numbers approved by management, prep training can be outside of area. This must fit into defined training plan and is recorded by trainers as such. Training would fit into the "L" plates/buddy training category.

There is no nominal duration at this level, as progression to the next level is based upon: (1) availability of role(s); (2) selection and appointment by company.

Level 4 A level 4 employee is company appointed. An employee at this level would be assessed proficient in 5 operating jobs in accordance with a defined training plan. (*See notes on prep training). All Level 4 Core units must be completed. Significant blocks of time in relief operating positions. All Level 3 requirements apply to a Level four position.

An employee at this level will be required to train others when requested in core units and proficiencies.

Prep Training Level 4 - In addition to 5 operating jobs, upon request from the individual and approved by the company, an individual may undertake training to perform additional operating jobs in any area.

There is no nominal duration period at this level as progression to the next level is based upon: (1) availability of role(s); (2) selection and appointment by company.

Level 5 A Level 5 employee is company appointed. The focus of this role is leadership of people and coordination of resources and activities. The role will also require operating & core tasks, in particular relieving.

An employee at this level will be required to train others when requested in core units and proficiencies.

Prep Training Back-up - Work Coordinator. Must have 5 proficiencies identified. If you are currently back-up from outside the area then your identified 5 proficiency matrix must include at least 2 proficiencies identified from the area in which you are performing the back-up role.

NOTE:

- Operators will have key focus and identified 2nd & 3rd jobs. These may be operating or pre-requisite tasks/functions and will rotate after a defined period of time. This will enable the operator to achieve stability in order to hone skills and provide a higher opportunity for him/her to make a lasting and positive contribution to the workplace. This focus will rotate in order to spread the opportunities in a planned way.
- All the above is worded on the assumption that the bulk of training is completed (say in 2yrs). Until then gap training plans need to be allowed for.
- Due to the specialised nature of the Pet Care Centre, QA and Hygiene team roles, these are specifically defined.
- A back up QA tech will be an identified proficiency as part of the 3 or 5 proficiency matrix model as detailed in individual training plans. That is "Back up QA Tech" is not the same role as a QA Tech.

- For existing employees, training will take place in operating jobs as detailed in individual training plans.
- All levels can and/or will be required to perform "basic pre-requisites" in any part of the factory's operation.
- Typically the number of people in training over the next year will be 3 people in packaging/logistics and 2 in manufacturing. Typically there will be no more than 2 people on a shift on "L" Plates, with the balance on "P" plates. (See notes on "L" plates/ "P" plates).

"L" Plates / "P" Plates

Generally training will be divided into 2 approaches:

1. "L" Plates - An employee learning a new skill will require focused and personalised support during the introductory stages. Generally this will involve buddy training and immediate access to assistance for the trainee. Upon successful assessment of "L" plate standard, the trainee will then progress to "P" plate status.
2. "P" Plates - This is predominantly on the job training that typically involves detailed instruction, followed by periods of relatively independent application to develop skills whilst maintaining access to trainers for advice and guidance.

Typically 3 months to become proficient in an unfamiliar operating job.

Ongoing training - Commitment to Continuous Improvement. From time to time Quality, Safety and Operating Knowledge standards develop & improve. This will require ongoing and supplementary training and will apply to all levels.

General Notes

- All personnel will be given the opportunity to progress to Level 3.
- If a process in your 3 or 5 proficiency matrix is removed then you will need to train in an additional proficiency as defined by your new training plan.
- Higher Duties allowance will be paid when performing back-up Work Coordinator role only. Not whilst in training for this position.
- Overtime. When on O/T, an Individual must be assessed to at least "P-plate " status before operating a line outside of his/her 3 or 5 proficiency matrix.
- Level 3 *proficiencies* can be across areas, but would generally be across Packaging/ Logistics, Manufacturing/Milling.
- Level 4 *proficiencies* can be across areas, but would generally be across Packaging/ Logistics, Manufacturing/Milling.
- Pet care centre relief & Hygiene relief require pre-requisite training for these areas prior to relieving.

APPENDIX C - WAGE RATES

Classification	Hourly \$	Weekly \$	Yearly \$
Production			
Level 1	20.0343	761.3	39587.60
Level 2	20.7722	789.34	41045.68
Level 3	21.6138	821.32	42708.64
Level 4	23.1952	881.42	45833.84
Level 5A	24.9637	948.62	49328.24
Level 5	25.5146	969.55	50416.60
Level 5B	27.4602	1043.49	54261.48
Fitters			
Grade 4	23.3199	886.16	46080.32
Grade 3	24.2929	923.13	48002.76
Grade 2	24.9637	948.62	49328.24
Grade 1	26.2497	997.49	51869.48
Sen B	27.2610	1035.92	53867.84
Sen A	28.3590	1077.64	56037.28
Sen A Work Coordinator	31.1932	1185.34	61637.68
Electricians			
Grade 4	24.2929	923.13	48002.76
Grade 3	25.2678	960.18	49929.36
Grade 2	26.2497	997.49	51869.48
Grade 1	27.2671	1036.15	53879.80
Sen B	28.2412	1073.17	55804.84
Sen A	29.3331	1114.66	57962.32
Sen A Work Coordinator	32.2644	1226.05	63754.60

Signed for and on behalf of
Nestlé Purina Petcare

Date.....

Witness

Signed for and on behalf of the
National Union of Workers,
NSW Branch

Date.....

Witness