

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA97/133**

**TITLE: Uncle Ben's of Bathurst Operations Enterprise Agreement 1996**

**I.R.C. NO: 97/3300**

**DATE APPROVED/COMMENCEMENT: 4 July 1997 and commenced 1 January 1996**

**TERM: 31 December 1997**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 18**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: To apply to all Production and Clerical employees of Uncle Ben's of Australia at its Bathurst premises**

**PARTIES: Uncle Ben's Of Australia Pty Ltd a division of Effem Foods Pty Limited -&- National Union of Workers, New South Wales Branch**



# UNCLE BEN'S OF BATHURST OPERATIONS AGREEMENT (1996)

Registered  
Enterprise Agreement  
Industrial Registrar

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## 1. Application of Agreement

This agreement replaces the former Industrial Agreement made on 10th September 1986 between Uncle Ben's of Australia and the Federated Millers & Mill Employees Association of Australasia (New South Wales Branch).



This agreement is to be read in conjunction with the Pet Food Manufacturer's (State) Award. Provided that, where there is any inconsistency, this Agreement shall prevail, as it now stands.

## 2. Parties Bound

- (a) Uncle Ben's of Australia ("UBA"), Adrienne Street, Bathurst;
- (b) The National Union of Workers (New South Wales) on behalf of all Production and Clerical employees employed by Uncle Ben's of Australia at its Bathurst premises who are a member of that Union or entitled to be a member of the Union (the "Associates").

## 3. Agreement Review

This agreement will apply for 2 years from 1st January 1996 and shall remain in force until 31st December 1997. This agreement will be reviewed in the third quarter of subsequent years commencing 1st October 1997. The parties to this agreement and a representative group of Associates from all levels within the Business will develop this Agreement and will continue to be involved in the review process.

## 4. Stakeholders' Commitments

UBA has the Five Principles of Mars as its core values. These values encourage each Associate to understand the Business aims and objectives, to be committed to attaining these goals and to contribute to the vision of above average individual and business performances.

The culture encourages Associates to maintain open communications and accept high levels of accountability. Business effectiveness requires responsible Associates at all levels constantly reviewing and improving systems, structures and work practices.

The Business is committed to a philosophy of continuous improvement. This is a total involvement process by all Associates that maximises company results, personal rewards and satisfaction.

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## 5. Conditions of Employment

Attachment one sets out the terms and conditions of employment of Associates as agreed by the parties which form part of this Agreement.

These terms and conditions for Associates, together with current UBA policies and procedures, are also set out in the Associate Handbook.

Clerical Associates shall maintain the minimum conditions of employment that existed prior to the registration of this agreement.

## 6. Objective of this Agreement

- (a) The key element to this objective is the need for Associates to use all of their talents (present and future) in a flexible, constructive, open environment. Associates are encouraged to maximise their personal contributions through the upgrade of their skills, knowledge and behaviours. These needs can be driven by self assessment or Company requirement. UBA therefore is committed to a constant upgrade and review process as well as providing efficient and effective support policies.
- (b) To improve all aspects of productivity including cost, quality, waste, technology, utilisation, work organisation, product delivery and education/training through continuous learning. Also provide basis for:
1. Encouraging Associates to achieve personal goals;
  2. Continually improving business performance;
  3. The enhancement of the Mars Culture and way of doing business.

## 7. Not to be used as a Precedent

This agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefit in any other plant or enterprise.

### 8. Entry into the Agreement

The parties to the agreement declare that they have not entered into this agreement under duress.



SIGNED for and on behalf of:  
**UNCLE BEN'S OF AUSTRALIA (A division of Effem Foods Pty Ltd)**

Linden Forrest Signature  
Personnel Manager

Name: LINDEN FORREST

Alan Heagney Signature  
Plant Manager

Name: ALAN HEAGNEY

Signed for  
**THE NATIONAL UNION OF  
WORKERS' NEW SOUTH WALES**

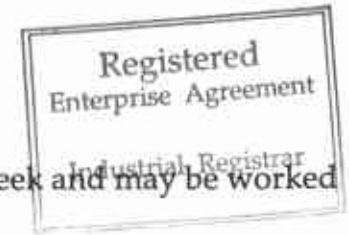
Frank Belan  
Signature

FRANK BELAN - STATE SECRETARY  
Name and position (please print)

10<sup>TH</sup> day of JUNE <sup>1997</sup>1996.

# TERMS AND CONDITIONS

## Attachment one



### 1. Hours of Work

The ordinary hours of work shall be an average of 38 hours per week and may be worked on any or all of the days of the week.

Associates will be engaged on continuous shift work or on day work.

The ordinary hours of work of Associates working continuous shifts shall be worked continuously except for meal breaks and shall not exceed 12 hours on any day or shift.

Associates shall not work more than one shift in each 24 hours.

### 2. Shift Allowances

Day shifts are shifts which commence at 7.00am and conclude at 7.00pm.

Night shifts are shifts which commence at 7.00pm and conclude at 7.00am.

Shift allowances which apply between Monday and Friday are as follows:

Day Shift	Nil
Night Shift	30%

The normal start and finish times may be varied with mutual agreement between all parties.

### 3. Weekend Work

Penalty payments for work on weekends will be in lieu of and not in addition to week day shift allowances and are as follows:-

Where the shift commences on a Saturday	premium of x 1.5 (time and a half)
Where the shift commences on a Sunday	premium of x 2 (double time)

#### 4. Rosters

All shift Associates will have a copy of the Shift roster and shift rosters will be displayed in prominent positions for Associates' attention and shall specify starting and finishing times for the ordinary hours of each shift.

The shift roster may cycle over a duration greater than 28 days but no longer than 168 days as long as the ordinary rostered hours average 38 hours per week. The current roster is attached.

Associates instructed by their employer to change their shift pattern outside their normal roster shall be paid in accordance with *Clause 5 (iv) of the Petfood Manufacturers (State) Award*.

Associates who change shifts outside their normal roster by arrangement with other associates shall attract no additional payment.

#### 5. Overtime

Associates may be required to work reasonable overtime.

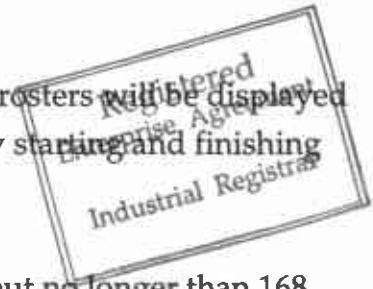
Associates required to work overtime shall be paid at double time for all time worked in excess of the normal rostered working week.

This overtime rate will be in lieu of and not in addition to penalty rates and shift allowances which might otherwise apply.

This overtime rate will be based on the Associate's base rate of pay.

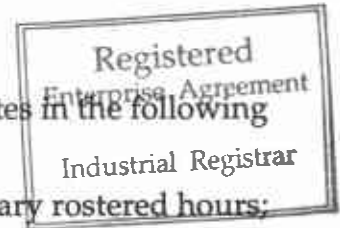
When an Associate is required to work overtime the request is to be made by the Associate's Line Manager and payment will be made when the time has been authorised by the Line Manager.

When overtime work is necessary it shall be arranged so that Associates have at least 10 consecutive hours off duty between the work of consecutive days.



## 6. Call In

Associates will be entitled to a minimum 4 hours pay at overtime rates in the following circumstances:-



- the Associate is called in to work outside of the Associate's ordinary rostered hours;
- the time at which the Associate is required to come in to work is more than one hour before or after a normal rostered shift.

## 7. Average Pay

Subject to overtime or other irregular events, UBA will average the pay of an Associate over the period of the roster, taking into account the shift allowances and penalty rates an Associate would receive, so that the pay the Associate receives does not vary from week to week.

An additional 10 minutes at overtime rates in recognition of a period of handover at the end of each shift will be included in this calculation of average pay. Associates will be entitled to payment for overtime in accordance with paragraph 5 in respect of handover periods only if the Associate has been required to remain at his or her work station for more than 10 minutes at the end of his or her shift.

## 8. Wage Increases

### i) Wages Survey

UBA and a nominated group of Associates will undertake an annual wage survey of similar business' in the Bathurst area and in Sydney to determine the community average. After undertaking this wage survey, Uncle Ben's will provide Associates with a pay level (payable from January 1 each year) which is the greater of:

- community average plus 15% and forecast movement; or
- current wage level plus CPI;
- taking into account Good Time Keeping Bonus



## ii) Productivity Incentive Scheme

UBA and its Associates agree to work together to develop a productivity incentive scheme according to the following principles:-

- the scheme is to involve a wage incentive payment for business improvement
- the scheme is to be self funding

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## 9. Good Time Keeping Bonus

A good time keeping bonus ("GTB") of 10% of the Associate's average pay for the day will be paid to all permanent Associates if the Associate clocks on ready to start work on or before their nominated starting time. GTB in all cases applies to paid hours.

GTB will be paid for statutory holidays, annual leave, for periods of certified jury service or community service volunteer work, days on which an Associates is away from their normal place of work on Company business where the Associate's name and contact information appears on a Travel Advice.

GTB will not be paid for any other absence.

## 10. Meal Breaks

Associates working continuous shifts shall receive a paid meal break of 30 minutes duration plus three 20 minute paid meal breaks in each 12 hour shift.

Associates not working shifts shall receive a paid meal break of 30 minutes duration plus two 15 minute paid meal breaks in each 8 hour shift.

These meal breaks will be at times agreed from time to time between the associates and the associates' line manager.

Associates required to work an additional two hours or more overtime will be supplied with a meal voucher.

## 11. Annual Leave

All Associates are expected to take their annual leave which has accrued with the Registered Enterprise Agreement up to 1 week into the next calendar year.



Associates will normally take whatever leave is required, to maximum of their entitlement to cover plant shut-down periods. Should an Associate have insufficient accrued leave to cover these periods, every effort will be made to find work during this time. As a last resort, leave in advance may be granted.

Associates engaged in continuous shift work are entitled to 5 weeks of annual leave per year of continuous service.

During a period of annual leave an associate shall receive in addition to their average pay a loading of 17½%.

Associates engaged in day work are entitled to 4 weeks of annual leave per year of continuous service.

## 12. Public Holidays

The public holidays in New South Wales, relevant to Associates at the Bathurst Plant are:

New Year's Day;  
 Australia Day;  
 Good Friday;  
 \* Easter Saturday;  
 Easter Monday;  
 Anzac Day;  
 Queen's Birthday;  
 Labour Day;  
 Industry Picnic Day;  
 Christmas Day; and  
 Boxing Day

We will by agreement, on occasions re-position some public holidays when this is to the convenience of both Associates and the Company

\* *Applies to continuous shift workers.*

**An Associate who is rostered on and works on a public holiday will receive, in addition to his or her average pay for the day:**

Double time for the public holiday or single time plus credit of one shift towards the Associate's annual leave entitlement.



**An Associate who is rostered on and does not work will be paid:**

The Associate's average pay for the day.

**An Associate not rostered to work will be paid:**

An additional shift at single time.

**An Associate who has a Rostered Day Off (RDO) on a Public Holiday, and has the day off:**

Will be paid an additional shift for the Public Holiday at single time and receive credit of one shift towards the Associate's annual leave entitlement.

**An Associate who has a Rostered Day Off (RDO) on a Public Holiday, but works on that day:**

Will be paid double time, in addition to his or her average pay for the day (effectively triple time) and will receive credit of one shift towards the Associate's annual leave entitlement.

A Rostered Day Off at the Bathurst site is designated on the roster during the shut periods.

### **13. Long Service Leave**

Associates will be provided with 13 weeks long service leave at average pay after 15 years of continuous service.

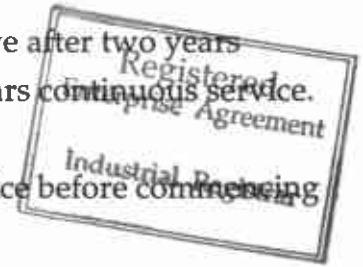
Pro rata long service leave will be granted after 5 years continuous service. Payment shall be at the average pay rate current at the time long service leave is taken plus GTB.

Applications for long service leave should be made through the Associate's Line Manager at least one month prior to the time proposed for taking the leave.

#### 14. Paid Maternity Leave

Female Associates will be eligible for six weeks paid maternity leave after two years continuous service and 13 weeks paid maternity leave after five years continuous service.

Associates must complete the qualifying period of continuous service before commencing the period of paid maternity leave.



Payment for periods of paid maternity leave will be at the Associate's current average pay at the time the leave is taken excluding GTB.

This clause will be read in conjunction with entitlements for Maternity Leave under the *Industrial Relations Act 1996 No 17*.

#### 15. Paid Training Leave

Paid training leave will be available to Associates for appropriate training. Training leave will normally be scheduled to best suit the crewing needs of the shift affected. Associates should provide the maximum possible notice in making applications for paid training leave. This also applies to relevant union training.

#### 16. Sick Leave

Any time an Associate is sick the Associate must report the illness to the Associate's Line Manager, the Medical Centre or a Personnel Associate. If possible, Associates should give an indication of how long he or she is likely to be absent and the reason.

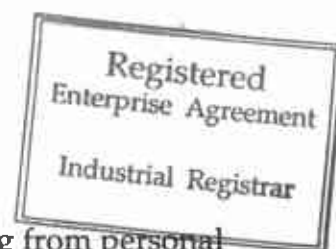
Any absence of more than two days must be verified by a medical certificate from a qualified doctor.

Associates will be allowed sick leave paid at his or her average pay (but not including GTB) for periods of up to 13 weeks for any period of certified illness.

On return to work the Associate must advise his or her Line Manager of his or her condition, and the reason for the Associate's absence. The Associate will fill out details on the "Yellow Leave Card" and the Associates' Manager will sign it.

If it is not done, the absence will not be paid for.

If an Associate is sick on an RDO or during annual leave and the Associate provides a medical certificate from a qualified doctor then the certified period will be reimbursed to annual leave.



## 17. Family and Compassionate Leave

Associates will be granted compassionate leave of up to 5 days, arising from personal circumstances such as the death (within Australia) of a wife, husband, father, mother, child, brother, sister or grandparent (including these relationships created by in-law and step situations). Pay will be the same as for sick leave. Requests for paternity leave, adoption leave or any emergency or unplanned event will be considered on application through the Associate's Line Managers to the Personnel Department.

## 18. UBA Fair Treatment Procedure

The following procedure is to be observed in the case of grievance by an individual Associate arising out of this agreement. At all stages an Associate is entitled to have a third party present (who could include a friend, family member, union delegate, organiser or state secretary).

A grievance or dispute will not be referred to the next level until a genuine attempt to resolve the matter has been made at the appropriate level.

- Step 1: The Associate must notify his or her line Manager of the substance of the grievance or dispute and the remedy sought.
- Step 2: The Line Manager will attempt to find a satisfactory solution and advise the Associate as quickly as possible but not later than within 24 hours.

If, after the discussion with the Line Manager, an Associate still feels in need of help or that the answer has not been satisfactory:

- Step 3: The Associate may meet with the Personnel Manager or the Department Manager

If the matter is not resolved at this level

- Step 4: The Associate may meet with the Plant Manager

If the matter is not resolved at this level

Step 5: The Associate may meet with the P&O Director or ~~General~~ Manager

If the matter is not resolved at this level

Step 6: The issue may then be referred to a mutually agreed third party for mediation.



If the matter is not resolved at this level

Step 7: If the issue is still not resolved at the conclusion of Step 6 either party to this agreement may refer the matter to the Industrial Relations Commission of NSW. When a party decides to notify the Industrial Commission under this step they must give the other party at least five (5) working days notice of their intention to notify.

In the event that a dispute occurs involving a group of Associates the procedure set out above shall be followed.

Work must continue while the steps outlined above are being pursued.

## 19. Superannuation

Effem Foods Retirement Plan (EFRP) - a non-contributory defined benefits scheme.

This scheme satisfies the requirements of the Superannuation Guarantee.

Supplementary Retirement Plan (SRP) - a monetary sacrifice/contribution which has been suspended pending legislation outlining superannuation changes introduced in the 1996 State Government Budget.

## 20. Appraisal and Skills Status

The parties are currently consulting on site with a view to drawing up a clear set of rules in relation to these matters.

## 21. Travel Policy

An employee required to travel away from their normal place of work shall be paid at the appropriate rate from the time they clock on till the time they clock off.



**UNCLE BEN'S BATHURST ZONAL PAY SCALES**

EFFECTIVE FROM 1/01/97 REASON FOR CHANGE: 5% Pay Plan Increase (Zonal Rates) 4 Shift Roster

AUTHORISED BY: *Alan West*

DATE ISSUED: 27/03/97

ZONE	F	DAY SHIFT				4 Shift Roster				HOUSE SERVICES ROSTER			
		36 HOUR BASE	36 HOURS INC GTB	ANNUAL INC GTB	LOADED RATE	38 HR INC GTB & SHIFT	ANNUAL INC GTB & SHIFT	LOADED RATE	38 HR INC GTB & SHIFT	ANNUAL INC GTB & SHIFT	LOADED RATE	38 HR INC GTB & SHIFT	ANNUAL INC GTB & SHIFT
Z13 ENTRY		\$13,342.9	\$507.03	\$29,002.09	\$18,242.7	\$39,652.38	\$16,905.7	\$706.60	\$35,746.32				
Z12 BASE		\$14,343.6	\$545.06	\$31,177.25	\$19,610.9	\$42,626.31	\$18,173.7	\$759.60	\$39,802.29				
Z12 M1	2.5	\$14,702.2	\$558.68	\$31,956.70	\$20,101.2	\$43,692.00	\$18,628.0	\$778.65	\$40,489.88				
Z12 M2	2.5	\$15,059.7	\$572.65	\$32,755.50	\$20,603.7	\$44,784.13	\$19,093.7	\$798.11	\$41,501.97				
Z12 M3	2.5	\$15,446.5	\$586.97	\$33,574.51	\$21,118.8	\$45,903.91	\$19,571.1	\$818.07	\$42,539.68				
Z11 BASE	5	\$15,060.8	\$572.31	\$32,736.15	\$20,591.5	\$44,757.69	\$19,080.4	\$797.64	\$41,477.46				
Z11 M1	2.5	\$15,437.3	\$586.62	\$33,554.52	\$21,106.3	\$45,876.57	\$19,559.4	\$817.58	\$42,514.34				
Z11 M2	2.5	\$15,823.3	\$601.29	\$34,393.52	\$21,634.0	\$47,023.68	\$20,048.5	\$838.03	\$43,577.39				
Z11 M3	2.5	\$16,218.8	\$616.31	\$35,253.18	\$22,174.7	\$48,199.03	\$20,549.5	\$858.97	\$44,666.59				
Z10 BASE	10	\$16,569.9	\$629.54	\$36,009.81	\$22,680.7	\$49,283.51							
Z10 M1	2.5	\$16,981.2	\$645.29	\$36,910.34	\$23,217.1	\$50,464.73							
Z10 M2	2.5	\$17,405.6	\$661.41	\$37,832.81	\$23,797.4	\$51,725.96							
Z10 M3	2.5	\$17,840.8	\$677.95	\$38,778.76	\$24,392.4	\$53,019.29							
Z9 BASE (C)	5	\$17,398.2	\$661.02	\$37,810.21	\$23,783.2	\$51,695.06							
Z9 M1 (C)	2.5	\$17,830.1	\$677.54	\$38,755.51	\$24,377.8	\$52,987.49							
Z9 M2 (C)	2.5	\$18,275.8	\$694.48	\$39,724.28	\$24,987.1	\$54,312.02							
Z9 M3 (C)	2.5	\$18,732.7	\$711.84	\$40,717.39	\$25,611.8	\$55,669.82							
SSC & PTL (Z9)													
BASE	6.5	\$18,822.4	\$703.85	\$40,260.29	\$25,324.3	\$55,044.87							
M1	6.5	\$18,985.5	\$721.45	\$41,266.88	\$25,957.4	\$56,421.11							
M2	6.5	\$19,440.1	\$739.48	\$42,298.47	\$26,606.3	\$57,831.53							
M3	6.5	\$19,949.9	\$757.98	\$43,356.58	\$27,271.9	\$59,278.20							
Z8 BASE	10	\$19,134.7	\$727.12	\$41,691.18									
Z8 M1	2.5	\$19,613.1	\$745.30	\$42,631.03									
Z8 M2	2.5	\$20,103.5	\$763.93	\$43,696.97									
Z8 M3	2.5	\$20,606.0	\$783.03	\$44,789.20									

ZONE	BASE RATE	38 HOUR BASE	DAY SHIFT	
			38 HOURS INC GTB	ANNUAL INC GTB
Z10 M1	\$17,113.7	\$650.32	\$716.35	\$37,198.34
Z10 M2	\$17,541.5	\$666.58	\$733.24	\$38,128.30
Z10 M3	\$17,980.1	\$683.24	\$751.57	\$39,081.50
Z10 M3	\$18,429.6	\$700.32	\$770.36	\$40,058.54

Registered Enterprise Agreement Industrial Registrar

Registered Enterprise Agreement Industrial Registrar



OPERATIONS ROSTER 1997

UNCLE BEN'S OF AUSTRALIA

Month	Day	Shift
January	1	R
January	2	R
January	3	B
January	4	B
January	5	B
January	6	G
January	7	G
January	8	W
January	9	W
January	10	R
January	11	R
January	12	R
January	13	B
January	14	B
January	15	G
January	16	G
January	17	W
January	18	W
January	19	W
January	20	R
January	21	R
January	22	B
January	23	B
January	24	G
January	25	G
January	26	G
January	27	W
January	28	W
January	29	R
January	30	R
January	31	B
February	1	B
February	2	B
February	3	R
February	4	R
February	5	W
February	6	W
February	7	B
February	8	B
February	9	R
February	10	R
February	11	B
February	12	B
February	13	G
February	14	G
February	15	W
February	16	W
February	17	R
February	18	R
February	19	B
February	20	B
February	21	G
February	22	G
February	23	G
February	24	W
February	25	W
February	26	R
February	27	R
February	28	B
February	29	B
February	30	R
February	31	B
March	1	B
March	2	B
March	3	G
March	4	G
March	5	W
March	6	W
March	7	B
March	8	B
March	9	R
March	10	R
March	11	B
March	12	B
March	13	G
March	14	G
March	15	W
March	16	W
March	17	R
March	18	R
March	19	B
March	20	B
March	21	G
March	22	G
March	23	G
March	24	W
March	25	W
March	26	R
March	27	R
March	28	B
March	29	B
March	30	R
March	31	B
April	1	G
April	2	W
April	3	W
April	4	R
April	5	R
April	6	R
April	7	B
April	8	B
April	9	G
April	10	G
April	11	W
April	12	W
April	13	R
April	14	R
April	15	B
April	16	B
April	17	G
April	18	G
April	19	W
April	20	W
April	21	R
April	22	R
April	23	G
April	24	G
April	25	B
April	26	B
April	27	W
April	28	W
April	29	B
April	30	B
April	31	W
May	1	R
May	2	R
May	3	G
May	4	G
May	5	W
May	6	W
May	7	B
May	8	B
May	9	R
May	10	R
May	11	B
May	12	B
May	13	G
May	14	G
May	15	W
May	16	W
May	17	R
May	18	R
May	19	B
May	20	B
May	21	G
May	22	G
May	23	W
May	24	W
May	25	R
May	26	R
May	27	G
May	28	G
May	29	W
May	30	W
May	31	B
June	1	W
June	2	B
June	3	B
June	4	R
June	5	R
June	6	G
June	7	G
June	8	W
June	9	W
June	10	B
June	11	B
June	12	R
June	13	R
June	14	W
June	15	W
June	16	B
June	17	B
June	18	G
June	19	G
June	20	R
June	21	R
June	22	G
June	23	G
June	24	W
June	25	W
June	26	B
June	27	B
June	28	R
June	29	R
June	30	G
June	31	G
July	1	W
July	2	B
July	3	B
July	4	R
July	5	R
July	6	G
July	7	G
July	8	W
July	9	W
July	10	B
July	11	B
July	12	R
July	13	R
July	14	W
July	15	W
July	16	B
July	17	B
July	18	G
July	19	G
July	20	R
July	21	R
July	22	G
July	23	G
July	24	W
July	25	W
July	26	B
July	27	B
July	28	R
July	29	R
July	30	G
July	31	G
August	1	W
August	2	W
August	3	B
August	4	B
August	5	R
August	6	R
August	7	G
August	8	G
August	9	W
August	10	W
August	11	B
August	12	B
August	13	R
August	14	R
August	15	G
August	16	G
August	17	W
August	18	W
August	19	B
August	20	B
August	21	R
August	22	R
August	23	G
August	24	G
August	25	B
August	26	B
August	27	R
August	28	R
August	29	W
August	30	W
August	31	G
September	1	G
September	2	W
September	3	W
September	4	B
September	5	B
September	6	R
September	7	R
September	8	G
September	9	G
September	10	W
September	11	W
September	12	B
September	13	B
September	14	R
September	15	R
September	16	G
September	17	G
September	18	W
September	19	W
September	20	B
September	21	B
September	22	R
September	23	R
September	24	G
September	25	G
September	26	W
September	27	W
September	28	B
September	29	B
September	30	R
September	31	R
October	1	R
October	2	G
October	3	G
October	4	W
October	5	W
October	6	B
October	7	B
October	8	W
October	9	W
October	10	B
October	11	B
October	12	W
October	13	W
October	14	B
October	15	B
October	16	R
October	17	R
October	18	G
October	19	G
October	20	W
October	21	W
October	22	B
October	23	B
October	24	R
October	25	R
October	26	G
October	27	G
October	28	W
October	29	W
October	30	B
October	31	B
November	1	R
November	2	R
November	3	G
November	4	G
November	5	W
November	6	W
November	7	B
November	8	B
November	9	R
November	10	R
November	11	B
November	12	B
November	13	G
November	14	G
November	15	W
November	16	W
November	17	B
November	18	B
November	19	W
November	20	W
November	21	R
November	22	R
November	23	B
November	24	B
November	25	R
November	26	R
November	27	G
November	28	G
November	29	W
November	30	W
November	31	B
December	1	W
December	2	W
December	3	B
December	4	B
December	5	R
December	6	R
December	7	G
December	8	G
December	9	W
December	10	W
December	11	B
December	12	B
December	13	R
December	14	R
December	15	G
December	16	G
December	17	W
December	18	W
December	19	B
December	20	B
December	21	R
December	22	R
December	23	G
December	24	G
December	25	W
December	26	W
December	27	B
December	28	B
December	29	R
December	30	R
December	31	W



FULL S/DOWN

PUBLIC HOLIDAYS

SCHOOL HOLIDAYS

Easter Saturday is a Public Holiday for continuous shift workers only

Day Shift 7am to 7pm  
Night Shift 7pm to 7am

## Memorandum of Understanding

The below provision for redundancy payments have been agreed to by the undersigned in negotiations concerning the establishment of the "Uncle Ben's of Bathurst Operations Agreement (1996)". In the case of redundancy these provisions shall apply during the duration of the agreement.



### 1. Redundancy Payments

Where it becomes necessary to terminate the employment of an Associate by reason of redundancy, the Associate will be entitled to four weeks notice of the impending termination of employment if the Associate has not less than one years continuous service.

If the Associate has less than one years continuous service the Associate will be entitled to one weeks notice.

An additional weeks notice will apply to Associates who are over 45 years old.

Employment may be terminated by giving part of the period of notice and part payment in lieu of notice.

Where it becomes necessary to terminate the employment of an Associate by way of redundancy, the following severance pay will be provided in respect of a continuous period of service:

Period or continuous service	Entitlement
Less than one year	4 weeks pay
More than one years	4 weeks pay per year of service (pro rata)

"Weeks pay" means the average pay for the Associate concerned at the date of termination.

Associates over the age of 45 years will be entitled to payment of an additional 20% of his or her severance payment entitlement according to the above table.

Superannuation benefits, payments for unused annual leave and payment for pro rata long service leave for employees with more than 12 months continuous service will also be provided.

SIGNED for and on behalf of:

**UNCLE BEN'S OF AUSTRALIA (A division of Effem Foods Pty Ltd)**

  
\_\_\_\_\_  
Personnel Manager

  
\_\_\_\_\_  
Plant Manager



Signed for  
**THE NATIONAL UNION OF  
WORKERS' NEW SOUTH WALES**

  
\_\_\_\_\_  
Signature

**FRANK BELAN - STATE SECRETARY**

Name and position (please print)

10<sup>TH</sup> day of JUNE <sup>1997</sup>~~1996~~.