

RSS

**Mackay Port Terminal
Collective Agreement
2008**

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1. TITLE

This agreement shall be known as the RSS Mackay Port Terminal Collective Agreement 2008.

2. APPLICATION OF, AND PARTIES TO THIS AGREEMENT

This agreement shall apply to and be binding upon Refined Sugar Services Pty Limited (“the Company”) with respect to its sugar terminal activities at its Mackay Port Terminal site, the CSR and Rinker Salaried Staff Association (“the Association”), and all employees of the Company engaged in such operations in a position covered by Appendix A – Salary and Classification Levels.

3. DATE AND DURATION OF AGREEMENT

This agreement shall operate from the date it is lodged with the Workplace Authority and expire at the end of a period of 24 months.

4. INTENTION OF THE PARTIES

4.1 All awards and agreements otherwise applicable to employees within the scope of this agreement are entirely superseded and replaced by this agreement. To avoid doubt, however, terms and conditions of employment provided for under letters offering salaried staff positions to employees covered by this agreement, and the Company's policies and procedures, operate according to their own terms and are not displaced.

5. DEFINITIONS

5.1 **Association** shall mean CSR & Rinker Salaried Staff Association.

5.2 **Base salary** does not include overtime, penalty rates, allowances, incentive payments, employer superannuation contributions or non-pecuniary benefits.

5.3 **Casual employee** shall mean a person who is engaged and paid as such.

5.4 **Employer** shall mean Refined Sugar Services Pty Limited.

5.5 **Employee** shall mean a salaried employee of the Employer employed at a yearly rate of pay by the Employer or on secondment to any subsidiary or any associated company of the Employer.

5.6 **Seasonal** shall mean a specified period or periods of time, within a year, when a unit of the Employer must carry out specific work, best suited to that period and associated with the particular industry in which the unit is engaged.

5.7 **Service** shall mean service with the Employer, including service with any subsidiary or associated company of the Employer.

6 MEASURES TO IMPROVE SAFETY, QUALITY, PRODUCTIVITY AND EFFICIENCY

6.1 Key areas have been identified in the Company's operation as measures designed to effect real and demonstrable gains in safety, quality, productivity and efficiency.

- 6.2 These key areas are listed in the site's annual performance plan as amended from the Company's business plan.
- 6.3 The Company recognises the broad range of skills which employees already have and encourages employees to acquire additional skills and to utilise them to the fullest extent of their competence.

7 SALARIES

7.1 Salaried Staff

- 7.1.1 Salaried staff shall be paid an annualised salary as determined by the salary review process. The details of the annualised salary and the salary review process are set out in Appendix A – Salary and Classification Levels.
- 7.1.2 Except where express provision is made in this document the annualised salary incorporates remuneration for rostered and ordinary hours plus any loadings or allowances which may otherwise be payable including, without limitation, in respect of annual leave loading, work on weekends or public holidays, overtime, shift allowance and roster leave.

7.2 Payment of Salaries

- 7.2.1 Salaries shall be paid monthly or at such regular intervals as may be agreed between the Employer and the employee or majority of employees concerned.
- 7.2.2 Salaries will be paid to a nominated financial institution and where possible by electronic fund transfer.

7.3 Casual Employees

Casual employees will be paid an hourly rate of pay. This rate of pay is set out in Appendix A – Salary and Classification Levels.

8 EMPLOYEE DUTIES AND ENTERPRISE FLEXIBILITIES

- 8.1 The Employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties do not diminish existing skills.
- 8.2 The Employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 8.3 Where at the business unit or site level an agreement is reached about how the award should operate so as to make the business unit or site operate more efficiently according to its particular needs, the agreement shall be implemented provided the majority of employees affected genuinely agree.

9. HOURS, BREAKS & SHIFT ARRANGEMENTS

9.1 Hours and Breaks

Type	Times	Breaks and Rest Pauses*	
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Day Work	8:00 am - 4.30 pm	30 minutes (unpaid)	8 hour day, 40 hour week
Day Shift (8 hours)	8:00 am - 4.00 pm	50 minutes (paid)	8 hour shift, 40 hour week
Afternoon Shift (8 hours)	4:00 pm - 12.00 pm	50 minutes (paid)	8 hour shift, 40 hour week
Night Shift (8 hours)	12:00 pm - 8.00 am	50 minutes (paid)	8 hour shift, 40 hour week
Day Shift (12 hours)	6:00 am - 6.00 pm	75 minutes (paid)	12 hr shift, 48 & 36 hr wk
Night Shift (12 hours)	6:00 pm - 6.00 am	75 minutes (paid)	12 hr day, 48 & 36 hr wk

* Breaks must be taken at times that minimise interference with the continuity of work and staggered to optimise line and warehouse operations. If other shift lengths are required, the Company will allow reasonable breaks consistent with the principles operating in this clause.

9.2 Current Shift Arrangements

- (a) The site will operate utilising a combination of 12 hour and 8 hour shifts as detailed in Appendix B – Site Master Shift Roster. The 12 hour shift rotation will operate over a seven day period with employees working four days on and four days off. The 8 hour shift rotations will operate over a five day period, between Monday and Friday, consisting of two eight hour shifts per day. Site management will consult with personnel and allocate personnel to appropriate positions within the roster, and where necessary re-allocate personnel on a temporary or permanent basis to ensure the team skills are appropriate and that team dynamics and harmony are optimised.
- (b) This shift roster takes into account the current operational requirements of the Company.
- (c) The roster in the Appendix B – Site Master Shift Roster will remain in operation until the consultation process has been completed. The parties to the agreement agree to the development and implementation of a revised roster within 3 months of the signing of this agreement.

9.3 Changes to the Shift Arrangements

- (a) The Company may conduct a review of the shift roster or shift start and finish times twice per year, and otherwise as operationally required, in order to consider whether any changes are required to be made to the shift roster or start and finish times.
- (b) Staff will be fairly remunerated in accordance with subsequent changes to the operating shift roster. For example, an increase in the proportion of shift or weekend work will attract the relative loadings / allowances.
- (c) Changes will only be made to the roster or start and finish times by the Company for an operational reason and in consultation with the employees affected. A change will not require more than 41 rostered hours per week on average over the roster cycle.
- (d) Other than where emergent operational circumstances otherwise dictate, a minimum of 4 weeks' notice will be given to the employees affected of any changes required to be made.

10. OVERTIME

10.1 Salaried Employees

- (a) Overtime for salaried staff will be managed in accordance with the policy in Appendix C – Mackay Port Packing Facility Overtime Policy.

10.2 Casual Employees

- (a) A casual employee may be required to work reasonable overtime in addition to ordinary hours of 40 per week.
- (b) Any overtime hours required and worked by a casual employee will be paid at the overtime rate of pay set out in Appendix A – Salary and Classification Levels.

11. PUBLIC HOLIDAYS

11.1 If an employee would normally be rostered to work an 8 hour shift or perform day work on New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Mackay Show Day, Labour Day or Eight Hour Day, Christmas Day and Boxing Day, then:

- (a) the employee will be granted that public holiday without loss of pay; however
- (b) In order to complete an urgent task which has significant impact on the operations of the business, the company may direct an employee to work that public holiday. Initially volunteers with the appropriate skills will be sought. If the employee is directed by the Company to work on that public holiday, he or she will be granted the equivalent time off in lieu. Time off under this clause will be taken in the same manner as annual leave.

11.2 If an employee would normally be rostered to work a 12 hour shift on Christmas Day, Boxing Day or Good Friday, then the employee will be granted that public holiday without loss of pay. Every endeavour will be made by the Company to ensure that work on public holidays is minimised.

12. TEMPORARY TRANSFER - EXPENSES

If an employee is directed to work at a place other than his or her usual place of work, all reasonable expenses necessarily incurred by the employee as a consequence of the temporary transfer will be reimbursed by the Employer. Where practicable, the nature of these expenses will be agreed in advance of the transfer.

13. CAR ALLOWANCE

An allowance of 67.8c per kilometre shall be paid to an employee who is required by the Employer to use a private vehicle on Employer business.

14. ANNUAL LEAVE

(a) Salaried Staff

14.1 Employees shall be entitled to four weeks leave of absence annually (160hrs). Such annual leave shall be granted on full pay and shall be exclusive of any public holidays.

14.2 Entitlements to annual leave shall be determined as at 30 June each year.

- 14.3 Employees are entitled to take annual leave and the Employer shall grant annual leave during the calendar year immediately succeeding the period of accrual. The taking of annual leave may only be deferred by agreement between the employee and the Employer and the period of deferment shall not exceed two years from the date it accrued.
- 14.4 Unless otherwise agreed, employees shall not be required to take annual leave without having at least one month's previous notice. So far as is practicable leave shall be granted at a time best suited to the convenience of the employee concerned.
- 14.5 Where an employee voluntarily leaves employment or his or her services are terminated by the Employer, payment shall be made for all accumulated leave not taken. For the purpose of this clause annual leave shall accrue on a daily basis.
- 14.6 Annual leave shall be granted and taken and shall not be satisfied by any additional payment.
- 14.7 If an employee becomes ill whilst on annual leave and produces satisfactory medical evidence of such illness the period of such illness may be counted as sick leave and not annual leave.
- 14.8 When an employee is engaged for part of the year as a seven day continuous shift employee he or she shall be entitled to proportionate additional leave prescribed by this clause at the rate of a half day for each month the employee is continuously engaged as a seven day worker
- 14.9 A roster setting out the proposed annual leave dates of employees will be developed and maintained by the Company.
- 14.10 It is agreed that employees will take leave in weeks or days. The annual leave taken during a week or on a day extends to all hours which the employee would otherwise have been rostered to work during the week or on the day when the annual leave is taken.

14.10.1 Leave Accrual

- Leave is accrued at 4 weeks per year plus 1 week of leave pro-rata for the percentage of the year spent in 12 hour roster at a rate equivalent to the average ordinary weekly hours worked across the full shift cycle. E.g. Ordinary weekly hours are 40 hours per week and if an employees spends 60% or 80% of their time on the continuous roster, then their leave would accrue at 40 x 4.6 (184hrs) or 40x 4.8 (192 hrs) per annum.

14.10.2 Leave Deductions

Leave Example working the 12 hour roster

- 1 block of leave requires 48 hours annual leave and provides a 12 day break
- 2 blocks of leave requires 96 hours annual leave and provides a 20 day break

Leave Example working the 8 hour roster

- 1 block of leave requires 40 hours annual leave and provides a 9 day break
- 2 blocks of leave requires 80 hours annual leave and provides a 16 day break

(b) Casual Employees

Employees employed on a casual basis are not entitled to annual leave or pay in lieu of annual leave. The matter is dealt with in the casual rate of pay.

15. PERSONAL LEAVE

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.

15.1 Definitions

The term immediate family includes

15.1.1 Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

15.1.2 Child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

15.2 Amount of paid personal leave

15.2.1 Paid personal leave is available to an employee, other than a casual employee, when they are absent:

- due to personal illness or injury;
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

15.2.2 The amount of personal leave to which a full-time employee shall be entitled to 80 hours personal leave.

15.2.3 Entitlement to personal leave shall not be accrued during any period when an employee applies for and the employer grants leave without pay.

15.2.4 Accumulation of personal leave

In any year, unused personal leave accrues by the lesser of:

15.2.4(a) 80 hours less the amount of personal leave taken; or

15.2.4(b) the balance of the year's unused personal leave.

15.3 Personal leave for personal injury or sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

15.4 Personal leave to care for an immediate family or household member

15.4.1 An employee is entitled to use up to 80 hours personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

15.4.2 This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

15.4.3 By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 15.4.1, beyond the relevant limit set out in 15.4.1. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

15.5 Employee must give notice

15.5.1 Where an employee is absent on sick leave, he/she shall, where practicable, prior to the commencement of his/her ordinary working hours, notify the employer of his/her inability to attend for duty.

15.5.2 The notice must include:

15.5.2(a) the nature of the injury or illness (if known); and

15.5.2(b) how long the employee expects to be away from work.

15.5.2(c) If it is not practicable for the employee to give notice of absence, the employee must notify the employer by telephone at the first opportunity.

15.5.3 The notice for leave to care for an immediate family or household member must include:

- the name of the person requiring care and support and the relationship to the employee;
- the reasons for taking such leave; and
- the estimated length of absence.

15.5.4 If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

15.6 Evidence supporting claim

15.6.1 After the first single day's absence of an employee in any one year, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

15.6.2 When taking leave to care for an immediate family or household member, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

15.6.3 When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

15.7 The effect of workers' compensation

If an employee is receiving workers' compensation payments, the employee is not entitled to personal leave.

15.8 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion, provided the requirements of 15.5 and 15.6 are met.

15A. Bereavement leave

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.

15A.1 Paid leave entitlement

An employee, other than a casual, is entitled to use up to 16 hours bereavement leave on any occasion on which a member of the employee's immediate family or household in Australia dies.

15A.2 Evidence supporting claim

The employer may require the employee to provide satisfactory evidence of the death of the member of the employee's immediate family or household.

15A.3 Unpaid leave entitlement

An employee may take additional unpaid bereavement leave by agreement with the employer.

16. JURY SERVICE

16.1 Full-time and part-time employees attending for jury service are entitled to have their pay made up to what they would have received for working ordinary time. Employees must provide proof of attendance.

16.2 A full-time employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

16.3 Where a part-time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment shall be made to the employee in accordance with the above.

16.4 An employee shall notify the Employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

17. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An **eligible casual employee** means a casual employee:

- (a) Employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) Who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

17.1 Definitions

17.1.1 For the purpose of this clause **child** means a child of the employee under school age or a child under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

17.1.2 Subject to 17.1.3, in this clause, **spouse** includes a de facto or former spouse.

17.1.3 In relation to 17.7, **spouse** includes a de facto spouse but does not include a former spouse.

17.2 Basic entitlement

17.2.1 After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

17.2.2 Subject to 17.5.6, parental leave is to be available to only one parent at a time, except that both parents may simultaneously take:

17.2.2(a) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;

17.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

17.3 Variation of period of parental leave

Where an employee takes leave under 17.2.1, unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in 17.2.1.

17.4 Right to request

17.4.1 An employee entitled to parental leave pursuant to the provisions of 17.2 may request the employer to allow the employee:

17.4.1(a) to extend the period of simultaneous unpaid parental leave provided for in 17.2.2 up to a maximum of eight weeks;

17.4.1(b) to return from a period of parental leave on a part-time basis until the child reaches school age;

17.4.1(c) to assist the employee in reconciling work and parental responsibilities.

17.4.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

17.4.3 Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under 17.4.1(b) must be recorded in writing.

17.4.4 Request to return to work part-time

Where an employee wishes to make a request under 17.4.1(b), such a request must be made as soon as possible but no less than 13 weeks prior to the date upon which the employee is due to return to work from parental leave.

17.5 Maternity leave

17.5.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

17.5.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least ten weeks;

17.5.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

17.5.2 When the employee gives notice under 17.5.1(a), the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her

spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

17.5.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

17.5.4 Subject to 17.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

17.5.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

17.5.6 Special maternity leave

17.5.6(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

17.5.6(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, the employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

17.5.6(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

17.5.7 Where leave is granted under 17.5.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

17.6 Paternity leave

17.6.1 An employee will provide the employer at least ten weeks prior to each proposed period of paternity leave, with:

17.6.1(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

17.6.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

17.6.1(c) except in relation to leave taken simultaneously with the child's mother under 17.2.2 or 17.4.1(a), a statutory declaration stating:

17.6.1(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;

17.6.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

17.6.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

17.6.2 The employee will not be in breach of 17.6.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

17.7 Adoption leave

17.7.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

17.7.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

17.7.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;

17.7.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

17.7.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

17.7.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

17.7.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

17.7.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

17.7.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

17.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 17.4.

17.9 Transfer to a safe job

17.9.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

17.9.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

17.10 Returning to work after a period of parental leave

17.10.1 An employee will notify the employer of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

17.10.2 Subject to 17.10.4 an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 17.9, the employee will be entitled to return to the position held immediately before the transfer.

17.10.3 Where the position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

17.11 Replacement employees

17.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

17.11.2 Before an employer engages a replacement employee, the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

17.12 Communication during parental leave

17.12.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

17.12.1(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

17.12.1(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

17.12.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

17.12.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 17.12.1.

18. LONG SERVICE LEAVE

18.1 Entitlement to leave

18.1.1 Employees shall be entitled to long service leave in respect of continuous service with the Employer.

18.2 Period of leave

18.2.1 The amount of long service leave shall be as follows:

18.2.1(a) For service prior to and including 31 March 2004 long service leave will accrue at the rate of 1.3 weeks for each completed year of continuous service.

18.2.1(b) For service on or after 1 April 2004 (inclusive) in the case of an employee who has completed at least seven years service and whose employment is terminated prior to completion of ten years service, leave shall be calculated at the rate of 0.87 weeks per year of service.

18.2.1(c) In the case of an employee who has completed at least ten years but less than twenty years service, leave shall be calculated at the rate of one week per each year of service.

18.2.1(d) In the case of an employee who has completed at least twenty years service, leave shall be calculated at the rate of 1.4 weeks per each year of service.

18.2.1(e)(i) Such leave shall be granted and taken and, except as provided elsewhere in this clause, payment in lieu thereof shall not be made or accepted.

18.2.1(e)(ii) Where termination of employment occurs after one year's continuous service due to:

- resignation or retirement at age 52 or more; or
- death or incapacity at any age;

long service leave will be calculated on the basis of 1.4 weeks per year of service.

18.3 Calculation of continuous service

18.3.1 The following absences shall not break the continuity of service and shall, subject to any limitation herein, count as service:

18.3.1(a) Absence on any annual leave or long service leave;

18.3.1(b) Absence following any termination of the employment by the Employer if such termination has been made merely with the intention of avoiding obligations under this clause in respect of long service leave;

18.3.1(c) Absence necessitated by personal sickness or injury of which not more than fifteen working days a year shall count as service;

18.3.1(d) Absence in respect of any period during which the employee shall have served as a member of the Naval, Military or Air Forces of the British Commonwealth, or as a member of the Civil Construction Corps established under the *National Security Act 1939* (as amended) or

absence on compulsory service in any of the Armed Forces under the *National Service Act 1951* (as amended).

18.3.2 Provided that the employee as soon as reasonably practicable on the completion of any such service resumes employment with the Employer.

18.3.3 For the purpose of this clause, the following absences shall not break the continuity of service, but the period of such absence shall not count as service:

18.3.3(a) Absence following any termination of the employment by the Employer on any ground other than slackness of trade, if the employee is re-employed by the Employer within a period not exceeding two months from the date of such termination.

18.3.3(b) Absence following any termination of the employment by the Employer on the ground of slackness of trade if the employee is re-employed by the Employer within a period not exceeding six months from the date of such termination.

18.3.3(c) Absence of the employee authorised by the Employer at any time.

18.3.3(d) Absence arising directly or indirectly from an industrial dispute but only if the employee returns to work in accordance with the terms of settlement of the dispute.

18.3.3(e) Absence from work by reason of any cause not being a cause specified in this clause for a period in excess of fourteen days shall be deemed to break the contract of employment and the continuity of service for the purposes of this award unless the employee notifies the Employer in writing of the reason for his/her absence and is given acknowledgment by the Employer that such reason for absence is acceptable to the Employer.

18.4 Service before commencement of award

For the purpose of calculating the entitlement to leave, continuous service of an employee in the employment of the Employer immediately prior to the coming into operation of this award shall be taken into account.

18.5 Time of taking leave

Long service leave shall be granted and taken at such time as may be agreed between the Employer and the employee having regard to the needs of the establishment where the employee is working. A minimum of 4 weeks for Long Service Leave must be taken in one block.

18.6 Payment on termination for leave not taken

Where the employment of an employee is terminated other than by death and the employee has an entitlement to long service leave, the employee shall be deemed to have entered upon and taken the leave from the date of such termination and the Employer shall forthwith pay to the employee in full ordinary pay for such leave.

18.7 Payment on death

18.7.1 Where an employee dies during employment and any long service leave to which the employee is entitled under the conditions of this award has not been taken or received in full, then the money value of the long service leave not taken or received shall be paid or applied in whole or in part at the discretion of the Employer to or for the benefit of one or more of the following as the Employer in its discretion shall determine:

18.7.1(a) the widow or widower of the employee;

18.7.1(b) the children of the employee or any one or more of them;

18.7.1(c) any other persons (or any one or more of them) being persons who in the opinion of the Employer were dependent upon the employee at the date of the employee's death;

18.7.1(d) the legal personal representative of the employee.

18.7.2 Payment of the amount due under this clause in accordance with the foregoing provisions shall be deemed to be a full discharge of all obligations arising under this award with respect to long service leave.

18.8 Payment of period of leave

18.8.1 Each employee shall be paid for each week of leave the employees ordinary rate of pay applicable at the date of taking the period of leave. Such rate of pay shall be for the standard hours prescribed by the award.

18.8.2 For the purposes of this clause, rate of pay shall not include:

18.8.2(a) Overtime, commissions, bonuses, allowances or the like.

18.8.2(b) No deductions shall be made from the rate of pay for board and/or lodging or the like which is not provided and taken during the period of leave.

18.9 Method of payment

18.9.1 Payment shall be made in one of the following ways:

18.9.1(a) in full before the employee goes on leave, or

18.9.1(b) at the same time as the employee's salary would have been paid if the employee had remained at work,

18.9.1(c) in any other way agreed between the Employer and the employee.

18.10 Public holidays and annual leave during period of leave

Any long service leave shall be inclusive of any public holidays specified in the award occurring during the period when the leave is taken, but shall not be inclusive of any annual leave.

18.11 Transmission of business

18.11.1 For the purpose of this clause where a business has, whether before or after the coming into operation of this award been transmitted from an employer (in this paragraph called

the transmitter) to another employer (in this paragraph called the transmittee) and the employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:

18.11.1(a) the continuity of service of such employee shall be deemed not to have been broken by reason only of the transmission; and

18.11.1(b) the period of the continuous service which the employee has had with the transmitter (or any prior transmitter) shall be deemed to be continuous service of the employee with the transmittee.

18.11.2 In this clause transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

18.12 Leave to be in satisfaction of all rights

The entitlement to long service leave provided for in this clause shall be in substitution for and satisfaction of any other long service leave, or benefit in the nature of long service leave, to which the employee may be entitled in respect of the service referred to in 18 .1.

18.13 Records

The Employer shall keep an adequate long service leave record.

19 REDUNDANCY PAY

Application

19.1.1 This clause shall not apply to employees whose contract of employment is:

- 19.1.1(a) casual,
- 19.1.1(b) seasonal, or
- 19.1.1(c) for a specific term or specific project.

19.1.2 This clause shall not apply to an employee whose position is Redundant and who accepts an offer of an alternative position with the Employer regardless of the duties, title or terms and conditions of employment applying to the alternative position.

19.2 Definitions

19.2.1 Redundancy means an employment situation where the Employer no longer requires the job carried out by an employee to be carried out by anyone.

19.2.2 Retrenchment means the termination of employment by the Employer of an employee whose position has become Redundant.

19.2.3 Terms and conditions of employment are no less favourable overall:

19.2.3(a) if the employee is required to relocate to a place of work requiring additional travel to and from work:

19.2.3(a)(i) and the relocation is consistent with the Employee's contract of employment, or

19.2.3(a)(ii) where the additional travel imposes undue hardship on the employee and the employee is offered reasonable incentives or altered terms and conditions of employment to accommodate the additional travel.

19.2.3(b) where the duties of, or skills and competencies required for, the new position offered to the employee:

19.2.3(b)(i) are comparable to the Redundant position, or

19.2.3(b)(ii) are capable of performance by the employee with appropriate training and the employee is offered appropriate training.

19.2.3(c) where the new position is with:

19.2.3(c)(i) the Employer, there is no reduction in total remuneration, or assigned job grade, or

19.2.3(c)(ii) an employer other than the Employer, there is no reduction in total remuneration.

19.3 Redundancy and retrenchment – notice

19.3.1 If an employee is Retrenched the employee will be given notice of termination, or payment in lieu, in accordance with the terms and conditions of the employee's employment.

19.3.2 An employee who has been given notice of termination of employment is required to work up to the last day of the notice period. The Employer may approve an employee's request for termination during the notice period and such approval will not be unreasonably withheld. All of the employee's entitlements will be calculated up to the date the employee ceases employment.

19.3.3 If an employee ceases employment during the notice period without the Employer's approval, the employee will forfeit payment for the balance of the notice period and the Redundancy Pay.

19.4 Payments on retrenchment

A Retrenched employee will receive the following:

19.4.1 Redundancy pay

Three months Salary plus 0.7 months Salary per year of completed service, pro rata to completed days of service up to a maximum of two years Salary. Provided that the employee's Redundancy Pay will be reduced by the amount that the total due to be paid to the employee for pay in lieu of notice and Redundancy Pay exceeds two years Salary and one month's payment in lieu of Notice, or in the case of an employee who is over 45 years of age exceeds two years Salary, one month and one week's payment in lieu of Notice.

19.4.2 Annual Leave

Payment of all accrued annual leave and annual leave loading.

19.4.3 Long Service Leave

Payment of all accrued long service leave.

19.4.3(a) If an employee has less than seven years continuous service the Employer will pay pro rata long service leave on the following basis:

19.4.3(a)(i) Staff at any age

at the rate of 1.0 weeks per year of service; pro rata to completed days of service

19.4.4 No less favourable employment

Where a Retrenched Employee was prior to the Retrenchment offered employment by:

19.4.4(a) the Employer,

19.4.4(b) the employer for a business which was transmitted by the Employer at the time of the Redundancy, or

19.4.4(c) another employer at the Employer's initiative,

on terms and conditions no less favourable overall than the Employee's existing contract and which provides for continuity of service of the Employee and the Employee fails to accept the employment the Employee will not receive the benefit of 19.4.1 or the additional long service leave in 19.4.3.

19.5 Part-time/full-time employees

Employees who have both full-time and part-time service will be entitled to Redundancy Pay calculated on a pro rata basis. Part-time years of service will be converted to equivalent full-time years of service at the actual annualised full-time rate of salary for the purposes of the calculation, which will apply to both notice and Redundancy Pay.

19.6 General termination of employment

Nothing contained in this clause shall be construed to mean that the Employer may not terminate an Employee's employment:

19.6.1 in the normal course of business in the manner provided by the Award, or

19.6.2 without notice for malingering, inefficiency, neglect of duty or misconduct, without the Employer being required to give the Employee the benefit of this clause.

20. TERMINATION OF EMPLOYMENT

20.1 Notice of termination by employer

- (a) In order to terminate the employment of a full-time or regular part-time employee the employer shall give to the employee a period of one month's notice.
- (b) In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

- (c) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked by the employer. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- (d) In calculating any payment in lieu of notice, the base salary for the time the employee would have worked during the period of notice had their employment not been terminated will be used.
- (e) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.
- (f) Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall once the traineeship is completed and provided that the trainees' services are retained have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

20.2 Notice of termination by an employee

- (a) The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

20.3 Time off during notice period

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

21 DISPUTE SETTLING PROCEDURE

Dispute Settlement Procedure

Any dispute concerning the application of this agreement or, by agreement, any other grievance, complaint, dispute or matter likely to create a dispute shall be dealt with as follows:

- (a) the matter shall first be discussed between the employee affected and the Team Leader/Supervisor;
- (b) if not settled, the employee shall speak to the relevant Manager, who will investigate and try to resolve the issue;
- (c) if not settled, the employee, or the employee's nominated representative, will then discuss the matter with a Company representatives (other than the relevant Manager);
- (d) If the grievance, complaint, dispute or likely dispute continues to remain unresolved the employee, or the employee's nominated representative, shall have the right to meet with the appropriate Company management or their senior personnel representative; and
- (e) if the matter is not resolved, then either party may refer the matter to the Australian Industrial Relations Commission for conciliation.

Work Continues

While the matter in dispute is being discussed work shall continue as normal and the status quo applying before the dispute shall be maintained. The steps required to be taken under this Agreement for resolution of disputes should be conducted without undue delay.

Right to request information

During the conduct of the dispute resolution process the Company or the employee, or the employee's nominated representative, may at any time request information relevant to the matter in dispute. Such information must be made available where practicable provided it is not commercial in confidence or subject to legal professional privilege. In addition, either party may require a binding commitment to confidentiality as a pre-condition to provision of the information sought.

APPENDIX A – SALARY AND CLASSIFICATION LEVELS

1. SALARIED EMPLOYEES

1.1 Annualised Salary Rates

The agreement rate of annual salary for adult employees shall be in accordance with the following four level structure for each pay year commencing:

- **1 July 2007**

Level	Base	Shift	O/T	Super	Total
1A	\$37,100	\$11,130	\$3,710	\$6,233	\$58,173
1B	\$40,810	\$12,243	\$4,081	\$6,856	\$63,990
2	\$44,311	\$13,293	\$4,431	\$7,444	\$69,480
3	\$49,231	\$14,769	\$4,923	\$8,271	\$77,194
4	\$51,831	\$15,549	\$5,183	\$8,708	\$81,271

	New Roster					
	Level	Base	Shift	O/T	Super	Total
2007 Rate	1A	\$37,627	\$15,051	\$2,508	\$6,622	\$61,809
	1B	\$41,390	\$16,556	\$2,759	\$7,285	\$67,990
	2	\$44,941	\$17,976	\$2,996	\$7,910	\$73,823
	3	\$49,930	\$19,972	\$3,329	\$8,788	\$82,018
	4	\$52,567	\$21,027	\$3,504	\$9,252	\$86,350

- **1 July 2008**

A total increase of 4% proportioned in accordance with the national remuneration data in the FMCG industry.

1.2 Basis for Annualised Salary

The annualised rates have been calculated by the base rate and the following additions to the base rates:

- Public holidays
- Annual leave loading
- Overtime
- Shift allowance
- Weekend allowance
- Saturdays worked
- Sundays worked
- Roster leave

1.3 Payment of Annualised Salaries

Salaries, as scheduled in this agreement, are paid in equal monthly instalments throughout the year and are *not* relative to the shift structure an employee is rostered on to during the pay month, nor are they adjusted to reflect paid periods of leave (e.g. the taking of accrued and approved annual or sick leave).

Salaries will vary from the annualised monthly allotment if an employee is absent from work on unpaid leave.

2. CASUAL EMPLOYEES

2.1 Rate of Pay

The base rate of pay of casual employees employed at Level 1A is \$21.40 per hour. This incorporates the casual loading required under the Australian Fair Pay and Conditions Standard.

The following table sets out other applicable rates of pay depending on when the time is worked:

Shift Rates		1A	1B
		per hour	per hour
Loading (Monday to Sunday)	Day	\$21.40	\$23.54
	Afternoon	\$25.04	\$27.55
	Night	\$25.68	\$28.25
	Saturday	Day/Afternoon/Night rates as above	
	Sunday		
7 day continuous shifts (minimum 1 full week)		\$27.83	\$30.61

Note that the highest applicable rate will be paid on any given day. These rates of pay do not accumulate or apply on top of each other.

Afternoon shift and *night shift* are as generally required and recognised in the workplace from time to time.

2.2 Overtime Rate of Pay

The following overtime rates may be paid in accordance with clause 10.2 of the agreement (after the completion of 40 hours in any week):

Day		1A (per hour)	1B (per hour)
Monday to Friday	1st 2 hours	\$32.11	\$35.32
	Remainder	\$42.81	\$47.09
Saturday	1st 2 hrs	\$32.11	\$35.32
	Remainder	\$42.81	\$47.09
Sunday		\$42.81	\$47.09
7 days continuous roster		\$42.81	\$47.09

3. PERFORMANCE AND COMPETENCY STANDARDS

Each employee under this agreement will be employed pursuant to one of the levels listed below. As part of the annual salary review process, employees will be expected to meet or exceed the competency standards listed below.

Subject to a vacant position becoming available, employees who demonstrate excellence against the required job competencies are encouraged to apply for a promotion to the vacant position in line with the Company's recruitment selection policies and processes.

3.1 Level 1A – Entry Level

Employee will be expected to have successfully completed:

- Safety Induction
- Food Safety Induction

Employee will be expected to be undertaking training for:

- Site mobile equipment, ie Forklift operation
- Complete all necessary training, ie Confined Space etc.
- Packing Lines:

Line	Operation
Fawema	Basic operation and Assistant Operator tasks
Industrial line	Basic operation & changeovers
IBC line	Operation & changeovers
PHS	Basic operation of the retail & industrial systems
Ship loading	Basic operation
Silo operation	Basic operation

3.2 Level 1B – Trainee Operator level

Employee will be expected to have successfully completed:

- All training as per Level 1A

Employees will be expected to be undertaking training for:

Line	Operation
Fawema	Changeovers
Industrial line	Maintenance & Preventative maintenance tasks
IBC line	Maintenance & Preventative maintenance tasks
Bosch	Basic operation
PHS	Maintenance & Preventative maintenance tasks

- Conduct Plant operational checks
- Input JDE Production & Despatch data
- Record DNU stock

3.3 Level 2 – Operator level

Employee will be expected to:

- Have successfully completed all training as per Level 1A & 1B
- Be undertaking training for:

Line	Operation
Fawema	Maintenance, & Preventative Maintenance tasks
Bosch	Changeovers, Maintenance, & Preventative Maintenance tasks

3.4 Level 3 – Skilled Operator Level

Employee will be expected to:

- Have successfully completed all training as per Level 1A, 1B & 2
- Be able to demonstrate proficiency of required skills for all equipment
- Carry out non-routine problem solving on equipment used on site to pack, store and transfer product
- Electrical or Fitting trades qualification
- Qualified First Aid practitioner

3.5 Level 4 – Shift Team Leader

Employee will be expected to:

- Have successfully completed all training as per Level 1A, 1B, 2 & 3
- Be able to operate and maintain all site equipment
- Have a Restricted Electrical Licence (minimum)
- Complete the Principal Accountabilities detailed in the Shift Team Leader Position Brief

APPENDIX B – SITE MASTER SHIFT ROSTER

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
MON	3/12/2007	D/M	D/M	D/RO	D/DIS	12D	12D							12N	12N	12N	12D	A/FW	A/IND	D/FW	D/IND
TUE	4/12/2007	D/M	D/M	D/RO	D/DIS	12D	12D							12N	12N	12N	12D	A/FW	A/IND	D/FW	D/IND
WED	5/12/2007	D/M	D/M	D/RO	D/DIS	12N	12N	12D	12D	12D							12N	A/FW	A/IND	D/FW	D/IND
THU	6/12/2007	D/M	D/M	D/RO	D/DIS	12N	12N	12D	12D	12D							12N	A/FW	A/IND	D/FW	D/IND
FRI	7/12/2007	D/M	D/M	D/RO	D/DIS			12N	12N	12N	12D	12D	12D					A/FW	A/IND	D/FW	D/IND
SAT	8/12/2007							12N	12N	12N	12D	12D	12D								
SUN	9/12/2007		12N	12N	12N									12D	12D	12D					
MON	10/12/2007		12N	12N	12N	D/IND	D/FW	D/M	D/M	D/DIS	D/RO	A/IND	A/FW	12D	12D	12D					
TUE	11/12/2007					D/IND	D/FW	D/M	D/M	D/DIS	D/RO	A/IND	A/FW	12N	12N	12N	12D	12D	12D		
WED	12/12/2007					D/IND	D/FW	D/M	D/M	D/DIS	D/RO	A/IND	A/FW	12N	12N	12N	12D	12D	12D		
THU	13/12/2007	12D				D/IND	D/FW	D/M	D/M	D/DIS	D/RO	A/IND	A/FW				12N	12N	12N	12D	12D
FRI	14/12/2007	12D				D/IND	D/FW	D/M	D/M	D/DIS	D/RO	A/IND	A/FW				12N	12N	12N	12D	12D
SAT	15/12/2007	12N	12D	12D	12D															12N	12N
SUN	16/12/2007	12N	12D	12D	12D															12N	12N
MON	17/12/2007		12N	12N	12N	D/M	D/M	D/DIS	D/RO	A/IND	A/FW	D/IND	D/FW	12D	12D	12D					
TUE	18/12/2007		12N	12N	12N	D/M	D/M	D/DIS	D/RO	A/IND	A/FW	D/IND	D/FW	12D	12D	12D					
WED	19/12/2007					D/M	D/M	D/DIS	D/RO	A/IND	A/FW	D/IND	D/FW	12N	12N	12N	12D	12D	12D		
THU	20/12/2007					D/M	D/M	D/DIS	D/RO	A/IND	A/FW	D/IND	D/FW	12N	12N	12N	12D	12D	12D		
FRI	21/12/2007	12D				D/M	D/M	D/DIS	D/RO	A/IND	A/FW	D/IND	D/FW				12N	12N	12N	12D	12D
SAT	22/12/2007	12D															12N	12N	12N	12D	12D
SUN	23/12/2007	12N	12D	12D	12D															12N	12N
MON	24/12/2007	12N	12D	12D	12D	D/DIS	D/RO	A/IND	A/FW	D/IND	D/FW	D/M	D/M							12N	12N
TUE	25/12/2007		12N	12N	12N	D/DIS	D/RO	A/IND	A/FW	D/IND	D/FW	D/M	D/M	12D	12D	12D					
WED	26/12/2007		12N	12N	12N	D/DIS	D/RO	A/IND	A/FW	D/IND	D/FW	D/M	D/M	12D	12D	12D					
THU	27/12/2007					D/DIS	D/RO	A/IND	A/FW	D/IND	D/FW	D/M	D/M	12N	12N	12N	12D	12D	12D		
FRI	28/12/2007					D/DIS	D/RO	A/IND	A/FW	D/IND	D/FW	D/M	D/M	12N	12N	12N	12D	12D	12D		
SAT	29/12/2007	12D															12N	12N	12N	12D	12D
SUN	30/12/2007	12D															12N	12N	12N	12D	12D
MON	31/12/2007	12N	12D	12D	12D	A/IND	A/FW	D/IND	D/FW	D/M	D/M	D/DIS	D/RO							12N	12N
TUE	1/01/2008	12N	12D	12D	12D	A/IND	A/FW	D/IND	D/FW	D/M	D/M	D/DIS	D/RO							12N	12N
WED	2/01/2008		12N	12N	12N	A/IND	A/FW	D/IND	D/FW	D/M	D/M	D/DIS	D/RO	12D	12D	12D					
THU	3/01/2008		12N	12N	12N	A/IND	A/FW	D/IND	D/FW	D/M	D/M	D/DIS	D/RO	12D	12D	12D					
FRI	4/01/2008					A/IND	A/FW	D/IND	D/FW	D/M	D/M	D/DIS	D/RO	12N	12N	12N	12D	12D	12D		
SAT	5/01/2008													12N	12N	12N	12D	12D	12D		
SUN	6/01/2008	12D															12N	12N	12N	12D	12D
MON	7/01/2008	12D				D/FW	D/IND	D/M	D/M	D/RO	D/DIS	A/FW	A/IND				12N	12N	12N	12D	12D
TUE	8/01/2008	12N	12D	12D	12D	D/FW	D/IND	D/M	D/M	D/RO	D/DIS	A/FW	A/IND							12N	12N
WED	9/01/2008	12N	12D	12D	12D	D/FW	D/IND	D/M	D/M	D/RO	D/DIS	A/FW	A/IND							12N	12N
THU	10/01/2008		12N	12N	12N	D/FW	D/IND	D/M	D/M	D/RO	D/DIS	A/FW	A/IND	12D	12D	12D					
FRI	11/01/2008		12N	12N	12N	D/FW	D/IND	D/M	D/M	D/RO	D/DIS	A/FW	A/IND	12D	12D	12D					
SAT	12/01/2008													12N	12N	12N	12D	12D	12D		
SUN	13/01/2008													12N	12N	12N	12D	12D	12D		
MON	14/01/2008	12D				D/M	D/M	D/RO	D/DIS	A/FW	A/IND	D/FW	D/IND				12N	12N	12N	12D	12D
TUE	15/01/2008	12D				D/M	D/M	D/RO	D/DIS	A/FW	A/IND	D/FW	D/IND				12N	12N	12N	12D	12D
WED	16/01/2008	12N	12D	12D	12D	D/M	D/M	D/RO	D/DIS	A/FW	A/IND	D/FW	D/IND							12N	12N
THU	17/01/2008	12N	12D	12D	12D	D/M	D/M	D/RO	D/DIS	A/FW	A/IND	D/FW	D/IND							12N	12N
FRI	18/01/2008		12N	12N	12N	D/M	D/M	D/RO	D/DIS	A/FW	A/IND	D/FW	D/IND	12D	12D	12D					
SAT	19/01/2008		12N	12N	12N									12D	12D	12D					
SUN	20/01/2008													12N	12N	12N	12D	12D	12D		
MON	21/01/2008					D/RO	D/DIS	A/FW	A/IND	D/FW	D/IND	D/M	D/M	12N	12N	12N	12D	12D	12D		
TUE	22/01/2008	12D				D/RO	D/DIS	A/FW	A/IND	D/FW	D/IND	D/M	D/M				12N	12N	12N	12D	12D
WED	23/01/2008	12D				D/RO	D/DIS	A/FW	A/IND	D/FW	D/IND	D/M	D/M				12N	12N	12N	12D	12D
THU	24/01/2008	12N	12D	12D	12D	D/RO	D/DIS	A/FW	A/IND	D/FW	D/IND	D/M	D/M							12N	12N
FRI	25/01/2008	12N	12D	12D	12D	D/RO	D/DIS	A/FW	A/IND	D/FW	D/IND	D/M	D/M							12N	12N
SAT	26/01/2008		12N	12N	12N									12D	12D	12D					
SUN	27/01/2008		12N	12N	12N									12D	12D	12D					
MON	28/01/2008					A/FW	A/IND	D/FW	D/IND	D/M	D/M	D/RO	D/DIS	12N	12N	12N	12D	12D	12D		
TUE	29/01/2008					A/FW	A/IND	D/FW	D/IND	D/M	D/M	D/RO	D/DIS	12N	12N	12N	12D	12D	12D		
WED	30/01/2008	12D				A/FW	A/IND	D/FW	D/IND	D/M	D/M	D/RO	D/DIS				12N	12N	12N	12D	12D
THU	31/01/2008	12D				A/FW	A/IND	D/FW	D/IND	D/M	D/M	D/RO	D/DIS				12N	12N	12N	12D	12D
FRI	1/02/2008	12N	12D	12D	12D	A/FW	A/IND	D/FW	D/IND	D/M	D/M	D/RO	D/DIS							12N	12N
SAT	2/02/2008	12N	12D	12D	12D															12N	12N
SUN	3/02/2008		12N	12N	12N	12D	12D	12D													
MON	4/02/2008		12N	12N	12N	12D	12D	12D						D/IND	D/FW	D/M	D/M	D/DIS	D/RO	A/IND	A/FW
TUE	5/02/2008					12N	12N	12N	12D	12D	12D			D/IND	D/FW	D/M	D/M	D/DIS	D/RO	A/IND	A/FW
WED	6/02/2008					12N	12N	12N	12D	12D	12D			D/IND	D/FW	D/M	D/M	D/DIS	D/RO	A/IND	A/FW
THU	7/02/2008	12D							12N	12N	12N	12D	12D	D/IND	D/FW	D/M	D/M	D/DIS	D/RO	A/IND	A/FW
FRI	8/02/2008	12D							12N	12N	12N	12D	12D	D/IND	D/FW	D/M	D/M	D/DIS	D/RO	A/IND	A/FW
SAT	9/02/2008	12N	12D	12D	12D									12N	12N						
SUN	10/02/2008	12N	12D	12D	12D									12N	12N						
MON	11/02/2008		12N	12N	12N	12D	12D	12D						D/M	D/M	D/DIS	D/RO	A/IND	A/FW	D/IND	D/FW
TUE	12/02/2008		12N	12N	12N	12D	12D	12D						D/M	D/M	D/DIS	D/RO	A/IND	A/FW	D/IND	D/FW
WED	13/02/2008					12N	12N	12N	12D	12D	12D			D/M	D/M	D/DIS	D/RO	A/IND	A/FW	D/IND	D/FW
THU	14/02/2008					12N	12N	12N	12D	12D	12D			D/M	D/M	D/DIS	D/RO	A/IND	A/FW	D/IND	D/FW
FRI	15/02/2008	12D							12N	12N	12N	12D	12D	D/M	D/M	D/DIS	D/RO	A/IND	A/FW	D/IND	D/FW
SAT	16/02/2008	12D							12N	12N	12N	12D	12D								
SUN	17/02/2008	12N	12D	12D	12D									12N	12N						
MON	18/02/2008	12N	12D	12D	12D									12N	12N	D/DIS	D/FW	A/IND	A/FW	D/IND	D/RO
TUE	19/02/2008		12N	12N	12N	12D	12D	12D						D/DIS	D/FW	A/IND	A/FW	D/IND	D/RO	D/M	D/FW
WED	20/02/2008		12N	12N	12N	12D	12D	12D						D/DIS	D/FW	A/IND	A/FW	D/IND	D/RO	D/M	D/FW
THU	21/02/2008					12N	12N	12N	12D	12D	12D			D/DIS	D/FW	A/IND	A/FW	D/IND	D/RO	D/M	D/FW
FRI	22/02/2008					12N	12N	12N	12D	12D	12D			D/DIS	D/FW	A/IND	A/FW	D/IND	D/RO	D/M	D/FW
SAT	23/02/2008	12D							12N	12N	12N	12D	12D								
S																					

APPENDIX C – MACKAY PORT PACKING FACILITY OVERTIME POLICY

1. PURPOSE

To ensure there is clarity on how overtime is to be managed on site to optimise the plants performance.

2. NOTES

- Payment for additional overtime is not available for personnel earning over \$57,979.36 per annum.
- Overtime calculated as part of the shift roster is excluded because it is within the annualised salary.
- Staff are expected to work reasonable overtime, ie additional leave worked at the end of a shift would not normally result in overtime pay. Examples of this would be an operator:
 - Working up to a maximum of 2 hours to complete an urgent task which has significant impact in the operations of the business.
 - Staying back to cover for another operator's late arrival.
 - Attending site information meetings.
- No one will be asked or expected to work regular overtime upon the completion of working their rostered shift.
- Site management will try to ensure that the requirement to work additional hours after a 12 hour shift is minimised
- Additional time worked when Operators are not normally rostered on would normally be specifically compensated. This may result either in time in lieu (hour off for hour worked), or the substitution for a rostered shift depending on the business needs as determined by the site Production Manager.

3. METHODOLOGY

- The need for working additional time requiring specific compensation must be determined by the Production Manager prior to an operator working the time.
- The Production Manager (or designate) should approach staff and advise the additional time needed and whether it will result in time in lieu or the substitution of a rostered shift.
- The Production Manager should note the time in lieu and notify the increased leave entitlement to the HR group.
- Time in lieu will be authorised and taken in conjunction with annual leave or at other times that suit the business needs.