

BUSH'S PET FOODS PTY. LTD.

AND

AUTOMOTIVE, FOOD, METALS, ENGINEERING,
PRINTING, AND KINDRED INDUSTRIES UNION

**MAINTENANCE EMPLOYEES
ENTERPRISE AGREEMENT
2005**

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TITLE

This Agreement shall be known as the Bush's Pet Food Pty. Ltd. and Automotive, Food, Metals, Engineering, Printing, and Kindred Industries Union Maintenance Employees Enterprise Agreement 2005.

SCOPE AND PERSONS BOUND

This Agreement shall be binding upon, Bush's Pet Food Pty. Ltd. (the Company) and Automotive, Food, Metals, Engineering, Printing, and Kindred Industries Union

(NSW Branch)(the Union) and the Maintenance Employees of the Company located at 12 Williamson Road, INGLEBURN NSW 2565 other than managerial and professional staff as defined by the Company.

COMMENCEMENT AND DURATION

This Agreement shall take effect from 18 March 2005 and shall operate for a period of three (3) years from that date. At least three months prior to the expiration of this Agreement the parties will enter into negotiations regarding either the extension of this agreement or the establishment of a new Agreement for a further three years.

There is an on-going agreement to commit to Enterprise Bargaining with the Maintenance employees.

RELATIONSHIP TO AWARDS

The parent award is the Metal, Engineering and Associated Industries (State) Award. The Award shall apply to all employees covered by this Agreement. This agreement will prevail to the extent of any inconsistency between the Metal, Engineering and Associated Industries (State) Award and the Agreement.

The Award as it stands on 30 June 2005 shall remain in place for the duration of the Agreement.

AIMS AND OBJECTIVES OF AGREEMENT

The parties to the EBA have agreed upon the following Aims and Objectives and will work together to achieve them: -

To improve the efficiency and productivity performance levels at the site through a process of continuous improvement with the aim of increased profitability for the Company. "Continuous improvement" will be achieved through the process of Workplace Consultation in accordance with Clause 8 of this EBA.

To promote good industrial relations within the company and to maintain Industrial stability during the life of the EBA.

All work will be undertaken in a flexible way thereby removing restrictive work practices and demarcation of labour subject to the limitations imposed by an individual's level of skill and competence.

To recognise multi-skilling and cross-skilling of labour as essential to the company's success and for the employees to participate in the acquiring of such skills as requested.

To recognise that promotion to higher classification levels will be on the basis of employees attaining a prescribed higher skill standard through training and education and the application of these standards in the workplace.

That the employees accept and recognise the need for rigorous quality control in every activity performed and constantly seek to achieve improvements in this area as well as safety, work organisation and any other area which will add to improve the effectiveness of the company's operations.

The employees and the Company agree that the parties will develop an appropriate bonus / incentive scheme for the Maintenance Employees as a group to meet the above criteria.

COMMITMENT TO TRAINING

- a) The employees acknowledge that varying degrees of training are provided to employees, both via internal, on the job and through external training providers.

The employees commits to such training and improving training in cases where this is required.

The employees agree to continue discussions on issues raised related to training. In this regard the Employees specifically commit to support the work of the Bush's Pet Food Training Committee.

Wherever practicable the use of Nationally Accredited Trainers, Assessors and materials shall be used.

TRADE UNION TRAINING LEAVE

Employees shall be entitled to paid trade union training leave in accordance with the provisions of this clause.

- b) Leave is to be confined to work place union delegates or persons who have been elected as work place representatives and who have held such or similar positions for a period of not less than 3 months, which might include broken periods of employment.

The Company is to be consulted before the nature and content of the particular course to be attended is finalised.

Leave is to be confined to 5 days per year for each employee and is not to be cumulative.

The courses for which leave is granted are those which are conducted by the Union (or its agent) and approved by the union and the company as being relevant to the industry.

The leave shall be paid for in accordance with clause 11, Wages Rates & Classifications, for the relevant skill level.

Applications for leave must be made to the Company two weeks before the course commences.

The granting of leave must be made by the Company two weeks before the course commences.

No more than eight members, or half of the employee representatives whichever is the lesser number, shall be entitled to leave at the same time.

Leave may only be granted where the courses to be attended are such as to improve the employee's knowledge of industrial relations or related issues.

WORKPLACE CONSULTATION AND WORK PRACTICE CHANGE

- c) One of the means by which the parties will achieve the agreed Aims and Objectives of the Agreement will be through the process of Workplace Consultation.

The parties agree to the establishment of an Enterprise Consultative Committee (ECC) at the site which would be achieved in consultation with other employees. The structure, membership and constitution of the ECC will be designed by the parties to ensure that it is best designed to achieve these aims and objectives.

The ECC shall be responsible for ongoing collective consultation at the site and the identification of issues requiring consideration and will reach agreement on and will be responsible for the co-ordination and implementation of agreed arrangements.

Resources will be made available to ensure that members of the ECC are properly trained in the skills required for effective workplace consultation.

The ECC will have adequate time and facilities to carry out its objectives.

Issues on which agreement is reached by the ECC will be introduced at the site within the scope of this Agreement in accordance with provisions of Clause 9, Implementation of Enterprise Flexibility. The consultative process is a mechanism through which all employees may become involved in, and positively contribute towards the management decision making process. However, managerial prerogative is acknowledged. Where agreement cannot be reached by the ECC on an issue, the matter shall be processed in accordance with Step 4 and onwards of the grievance and disputes procedure that applies to collective disputes at the site.

A key objective to the work of the ECC will be the determination and implementation of real cost savings in respect to the production of Pet Food at this site. The ECC may invite persons who are not on the Committee to assist in this process.

IMPLEMENTATION OF ENTERPRISE FLEXIBILITY

Where the E.C.C. reaches an in principle agreement on the introduction of a change to existing work practices or the methods of performing work, such changes will be introduced within the scope of this EBA.

The process for introducing such changes will be the following:

- d) The employees will be provided with an explanation of the proposed change and will be given a reasonable opportunity to consider the proposal.

The proposal will be implemented when the Company and the employees genuinely reach an agreement to do so.

The agreed new arrangement will be committed to writing.

Where the implementation of the arrangement would necessitate either a variation to be made to the EBA or a new parallel operating EBA to be put in place the parties will take the necessary steps to bring this about by a consent application in accordance with the requirements of the Industrial Relations Act 1996.

The Employees shall not unreasonably withhold consent to the introduction of the arrangements agreed upon.

If the issue is not resolved the Company shall either refrain from implementing the change or cease to continue its implementation and the parties shall refer the issue to the Industrial Relations Commission in accordance with the Disputes Procedure of the Agreement.

FLEXIBILITY OF WORK

Flexible application of the terms and conditions of employment will be a key feature of this EBA.

- e) The Employees agrees to perform a wider range of duties including work which is incidental or peripheral to his main task or functions.

The Employees shall perform such work as is reasonable and lawfully required of them by the Company including accepting instruction from authorised personnel.

The Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned, however these must be within the scope of skills that the employees have.

The Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times.

WAGE RATES AND CLASSIFICATIONS

- f) Set out in Schedule 1 of the EBA (attached) are the wage rates and classifications that apply to the maintenance employees of the site.

For the purpose of this EBA a tool allowance is deemed to be incorporated into the wage rate set out in Schedule 1. This tool allowance shall be adjusted in line with increases set out in clause 12, Wage Increases of the EBA.

Ordinary pay shall mean the employee's ordinary time rate of pay which is the employee's rate of pay as defined by Schedule 1 of the EBA.

WAGE INCREASES

- g) The wage increases prescribed by this clause shall be applied to the employees' ordinary pay rate.

On certification there will be a 5 % increase backdated to the first full pay period after 18 March 2005.

A wage increase of 5 % in ordinary pay from the first full pay period commencing on or after 18 March 2006.

A further increase of 5 % in ordinary pay from the first full pay period commencing on or after 18 March 2007.

Notwithstanding the above increases in wages the Company and nominated representatives of the Maintenance Department (separately from the ECC) commit to developing and implementing a structured grading system for all Maintenance employees within the next 6-12 months of the date of operation of this Agreement.

CONTRACT OF EMPLOYMENT

- h) A weekly employee shall be employed by the week and except in the case of misconduct justifying summary dismissal, the employment shall be terminated by either party giving notice, in accordance with the following formula:

In the case of less than 1 year's service - 1 week notice.

- i) More than 1 year but not more than 3 year's service - 2 weeks notice.

More than 3 years but not more than 5 year's service - 3 weeks notice.

More than 5 year's service - 4 weeks notice.

Where a terminating employee is above the age of 45 years and has at least two years continuous service a further 1 week notice is required.

Payment in lieu of the notice prescribed in paragraph (a) and/or (b) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

Notwithstanding the provisions of this clause, the parties to the EBA may agree in writing, to observe other conditions in order to meet special cases.

The Company will not terminate an employee's employment in a manner that is harsh, unjust, or unreasonable. If a dispute arise then the disputes Procedure will be followed.

WORKING HOURS

- i) Hours may be worked provided that the ordinary hours shall not exceed an average of 38 hours per week inclusive of crib time and shifts may be worked Monday to Sunday, **Or**

Such other methods as agreed between the Company and the Employees.

Shifts shall be defined as follows:

- ii) **"Night Shift"** shall mean a shift finishing after midnight and at or before 9.00 a.m.

"Afternoon Shift" shall mean a shift finishing after 7.00 p.m. and at or before midnight.

"Early Morning Shift" shall mean a shift finishing after 9.00 a.m. and before 2.00 p.m.

The above start and finish times for shifts may be altered by Agreement of the parties.

If required to attend training at a time off a normal rostered shift pattern, then that person's shift loading or whichever shift loading is higher will apply.

Where a matter cannot be agreed upon between the parties it shall be dealt with via the Grievance and Disputes Procedure as outlined in clause 0 of this Agreement.

Shift Allowances - A shift worker working on any of the shifts as defined in this clause shall in addition to their ordinary rates of pay for the classifications prescribed in Schedule 1 of this Agreement, for each shift be paid

	Percentage
iii) Early morning shift.....	15%
Afternoon shift.....	15%
Permanent night shift.....	30%
Night shift rotating with afternoon shift or day work.....	15%

Definition: Permanent Night Shift Worker (refer 6.2 of the Award)

An employee who:

During a period of engagement on shift, works night shift only; or

Remains on night shift for a longer period than four (4) consecutive weeks; or

Works on a night shift which does not rotate or alternate with another shift or with day work so as to give him or her at least 1/3rd of his or her working time off night shift in each shift cycle;

shall, during such engagement, period or cycle, be considered a permanent night worker and be paid the rate in 14f)iii) for all ordinary working hours on such night shift.

All other night shift hours worked would be paid the rate in 14f)iv)

The Company shall give the Employees not less than 24 hours notice or such lesser period of notice by mutual agreement in the case of emergencies or other events warranting the change for reasons beyond the Companies control, of the intention to alter work shifts and of the times between which such shifts shall be worked. In cases of hardship the Company will make all reasonable attempts to seek alternative arrangements.

A crib time of twenty minutes shall be allowed to shift workers on each shift which shall be counted as time worked.

ALLOWANCES

In addition to the rates prescribed elsewhere in this Agreement for any class of employee, the following additional allowances shall be paid where applicable:-

j) Effluent Area

Any employees who are required to work in the Effluent Area shall be paid an additional amount of \$4.00 for each hour or part of an hour, provided that the employees works a minimum of 15 minutes on each occasion in this location.

Cold Temperatures

Any employees who are required to work in cold temperatures for more than 2 hours per shift shall be paid the following additional amount of:-

Working in temperatures between zero and minus 16 degrees – \$0.65 for each hour or part of an hour.

Meal Allowance:

\$7.00 per occasion. See Clause 16, Meal Time & Meal Allowance of the Agreement for the conditions in which the allowance is payable.

First Aid Allowance:

Where the Company appoints an employee who holds a certificate as a first aid attendant issued by St John's Ambulance or some other similar body, the employee shall be paid an allowance of \$20.00 in any week in which three days or more have been worked. This allowance shall be payable in addition to any amount paid for annual leave, sick leave and public holidays. This allowance shall not be subject to overtime or penalty additions. Nothing in this clause shall be taken as meaning that the Company shall be required to make such an appointment.

The above payments prescribed by clause 15, where paid shall stand alone and shall not be incorporated into any calculations of overtime, annual leave, sick leave or other accruals.

MEAL TIME AND MEAL ALLOWANCE

- k) Day workers shall have an unpaid meal break of not less than thirty minutes or more than one hour between 11 am & 2:30 pm

Day workers can be worked up to five hours before the requirement of a meal break is necessary.

Such meals for all employees may be staggered by the Company within each particular work area in order that full production may be maintained wherever possible.

While on day work the Employees shall have a refreshment break of fifteen minutes each morning and afternoon. This break shall be paid for as time worked. The signal to cease work for this break shall be given only by the person designated by the Company.

Unless otherwise agreed, while on shiftwork the Employees shall not be compelled to work more than five hours without a break for a crib of twenty minutes which shall be allowed without deduction of pay and shall be taken at a time suitable to the needs of the business.

Meal Allowance

An employee who has not been notified on the preceding working day or earlier that the amount of overtime to be worked will be more than two hours shall be provided with a meal by the employer or in lieu thereof shall be paid the amount set in Schedule 1 of this Agreement. An employer who has provided the employee with a meal after having been so notified and who is not then required to work after the normal ceasing time shall be paid the amount set in Schedule 1 of this Agreement.

SUPERVISOR ALLOWANCE

The position of Supervisor shall be directly appointed by Management based on individual ability and performance and will be paid an allowance of \$1.00 per hour for every paid hour employed as a Supervisor.
(eg Normal Hour = \$1.00, Time & Half Hour = \$1.50, Double time Hour = \$2.00, etc)

OVERTIME

- l) All time worked in excess of or outside the ordinary hours of work specified in this Agreement shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- m) It shall be a condition of employment that the employees shall work a reasonable amount of overtime to meet the needs of the business.
- n) When overtime is worked on Saturday and Sunday, the rate for the purpose of this calculation shall be exclusive of the premiums prescribed in clause 14, Working Hours.
 - iv) **Saturday Work:** For all time worked on a Saturday shall be paid at the rate of time and one half for the first two hours and double time thereafter, with a minimum payment of four hours.

Sunday Work: For all time worked on a Sunday shall be paid at the rate of double time with a minimum payment of four hours.

In the calculation of overtime each day shall stand alone and overtime rates shall be paid for once only.

- v) Time worked outside the fixed hours for that day, as a result of the Employee arriving late, is to be considered ordinary time until the employee has worked the normal number of rostered hours for that day.

By agreement between the Company and the employee the payment for overtime may be converted to time off in lieu. The calculation formula for time in lieu shall be the same as the monetary calculation for overtime as per subclause (a) of this clause.

SUPERANNUATION

See the Superannuation Guarantee Charge Act.

The Company shall offer the employees the choice of two funds for their contributions, such funds shall be a Company nominated fund and the Superannuation Trust of Australia (STA). If an employee makes no choice then superannuation contributions will be sent to the STA.

PUBLIC HOLIDAYS

- o) The days upon which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day are observed and one (1) additional day, to be taken at a time as agreed by the parties together with all proclaimed public holidays for the State shall be recognised as holidays. Provided that by agreement between the Company and the Employees the above holidays may be substituted for another day off.
- p) In the week in which a holiday falls a weekly employee shall be paid without deduction; provided that payment need not be made for the holiday where the employee is absent without leave or without a satisfactory reason on the working day immediately preceding the holiday or the working day immediately following the holiday.
- q) Where such holidays fall on consecutive days an employee who works on either the working day preceding or the working day succeeding such holiday, but not on both, shall be entitled to payment for the holiday closest to the said day on which he/she worked.
- r) Work on Holidays - All time worked on a public holiday shall be paid for at the rate of double time and one-half.
- s) An employee working continuous shift work who by the arrangement of ordinary hours of work is entitled to a rostered shift off which falls on a public holiday shall at his/her discretion be paid for that day at ordinary pay or have that day added to his/her annual leave entitlement. This provision shall not apply when the holiday on which the employee is rostered off falls on a Saturday or Sunday.

ANNUAL LEAVE

- t) Employees of Bush's Pet Foods will receive an annual entitlement for recreational leave of four (4) weeks (or 152 hours), which becomes due on the anniversary of their employment with the Company. Therefore leave will only be available after a period of twelve (12) months continuous service has been served unless by mutual agreement.
- u) Leave shall be requested and granted by either the employees and/or the employer with a minimum request period of one (1) month. A shorter period of notice can be mutually agreed between both parties.
- v) The employer reserves the right not to grant leave in the circumstances whereby leave is requested during peak manufacturing periods and/or other employees have already requested leave for the same time, which has been approved. Where it is impracticable to grant or take Annual leave in any year, the employees concerned will be able to access this leave in the following year. Leave must not accumulate for more than two (2) years by mutual agreement.
- w) One month's notice of plant shutdown is required. During periods of closure employees will take outstanding leave entitlements in conjunction with Public Holidays that fall at this time.
- x) Notice for employees to take annual leave when the factory closes for maintenance can only happen once in any calendar year.
- y) If during this period of plant shutdown, an employee's entitlement for leave (including pro-rata) is less than the period of closure, the difference will be considered leave without pay.
- z) Where the above is silent we refer to the NSW Annual Holidays Act

ANNUAL LEAVE LOADING

Annual Leave loading is payable at the rate of 17.5 per cent of the appropriate ordinary weekly time rate of pay for the classification in which the employee was employed immediately before commencing his annual holiday. But shall not include any allowances, penalty rates, shift allowances, overtime rates or any other payments prescribed by this agreement.

SICK LEAVE

A weekly employee who, after not less than three months' continuous service in his current employment with the Company, is unable to attend for duty during his

ordinary working hours by reason of personal illness or personal incapacity (excluding illness or incapacity resulting from injury within the Worker's Compensation and Rehabilitation Act), received in the said employment not due to his/her own serious and wilful misconduct shall be entitled to be paid for such non-attendance the amount of his/her ordinary-time rate of pay, subject to the following:

- aa) The employee shall, within 2 hours prior to the commencement of such absence, inform the Company of his/her inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of the same.

In any period of employment, the employee's entitlement to sick pay shall be in accordance with the following schedule:

In respect of:	Duration
1st year of service.....	5 days
2nd year of service and thereafter.....	10 days

Any period of paid sick leave allowed by the Company to the employees in any such year shall be deducted from the period of leave which may be allowed or carried forward under the arrangement or in respect of such year.

The rights under this clause shall accumulate from year to year so long as the employee's employment continues with the Company, whether under this or any other arrangement, so that any part of the said leave which has not been allowed in any year may be claimed by the employees and shall be allowed by the Company, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment.

For the purpose of this clause continuous service shall be deemed not to have been broken by -

- vi) Any absence from work on leave granted by the Company;

Any absence from work by reason of personal illness, injury, or other reasonable cause (proof whereof shall in each case be upon the employee); provided that any time so lost shall not be taken into account in computing the qualifying period of three months.

Service before the date of the commencement of this Agreement shall be counted for the purpose of assessing the annual sick leave entitlement but shall not be taken into consideration in arriving at the period of accumulated leave. Accumulated sick leave standing at the credit of the employees at the commencement of this Agreement will not be increased or reduced by this clause.

Notwithstanding the above, an employee will be entitled to not less than one (1) week sick leave on full pay for each year of service.

LONG SERVICE LEAVE

See the Long Service Leave Act.

BEREAVEMENT LEAVE

bb) An employee shall, on the death of a wife, husband, father, mother, mother-in-law, father-in-law, child or stepchild, brother or sister of the employee, and same sex partners be entitled to leave up to and including the day of the funeral of such relation. Such leave shall for a period not exceeding sixteen working hours (2 days) be without loss of any ordinary pay which the employee would have earned if he had not been on such leave.

cc) The right to such leave shall be dependent on compliance with the following conditions:

vii) The employee shall give the Company notice of his intention to take such leave as soon as reasonably practicable after the death of such relation.

The employee shall furnish proof of such death to the satisfaction of the Company.

The employee shall not be entitled to leave under this clause during any period in respect of which he has been granted any other leave.

For the purpose of this clause the words "wife" or "husband" shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto wife or husband.

ROSTERED DAY/SHIFT OFF

In cases where, by virtue of the arrangement of the ordinary hours of work, an employee is to have a rostered day or shift off during the work cycle the following provisions shall apply.

dd) Notice of Rostered Days/Shifts Off

viii) The employee shall be advised by the Company at least four weeks in advance of the day to be taken off by written notice posted on the notice board.

A shorter period of notice of a rostered day/shift off may be given by agreement between the Company and employees concerned.

Banking of Rostered Days/Shifts Off

- ix) By agreement between the Company and an employee, rostered days/shifts off may be accrued (banked) to a limit of 7 days, and shall be taken in a manner and at a time agreed upon between the Company and the employee .
- x) Alternatively, these banked days may be paid out at the ordinary (single-time) rate and in a manner as agreed between the Company and the employee(s) concerned.

Rostered Days/Shifts Off Not to Coincide

- xi) The day on which an employee's Rostered Day or Shift Off is to be taken shall not coincide with a public holiday.
- xii) Provided that, in the event that a public holiday is prescribed after an employee has been given notice of a rostered day or shift off and the holiday falls on such day/shift the Company shall allow the employees to take an alternative day/shift off in lieu.

Work on a Rostered Day/Shift Off

Unless a rostered day/shift off is substituted for another day/shift off, work performed on the rostered day/shift off will be paid for at overtime rates. (eg: 6 hours accrued RDO, 2 hours @ Time & Half, 6 hours @ Double Time)

Substitute Days

The Company, with the agreement of the employee, may substitute the day the employee is to take off for another day, as a consequence of a breakdown in machinery or a failure or shortage of electrical power or to meet the requirements of the business in the event of rush orders or other emergency situations.

FAMILY LEAVE

An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.

b) Use of Sick Leave

- xiii) An employee with responsibilities in relation to a class of person set out in 27a)iii)b) who needs their care and support shall be entitled to use, in accordance with this

subclause, any sick leave entitlement which accrues after the date of operation of the Agreement for absences to provide care and support for such persons when they are ill, provided that an employee shall be guaranteed at least one week's sick leave.

The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

The entitlement to use sick leave in accordance with this subclause is subject to:

- a) The employee being responsible for the care and support of the person concerned; and
- b) The person concerned being:
 - i. A spouse of the employee; or
 - ii. A de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - iii. A child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - iv. A same sex partner who lives with the employee as the de facto partner of that employees on a bona fide domestic basis; or
 - v. a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

b) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a class of person set out in 27a)iii)b) above who is ill.

Annual Leave

To give effect to this clause, but subject to the Annual Holidays Act 1944, an employee may elect, with the consent of the Company, to take annual leave not exceeding five days in any calendar year at a time or times agreed between the parties.

- xiv) Access to annual leave, as prescribed in paragraph 27c) above, shall be exclusive of any shutdown period.

An employee and the Company may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

Time Off in Lieu of Payment for Overtime

- xv) An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.
- xvi) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate (i.e.: an hour for each hour worked).
- xvii) The Company shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked under paragraph 27d)i) of this subclause where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the Company, an employee must elect within six months of accrual, whether to take overtime worked under 27d)i) above as an overtime payment or as time off work at the ordinary time rate of pay.

Make-up Time

An employee may elect, with the consent of the Company, to work 'make-up time' under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the EBA, at the ordinary rate of pay.

Grievance Process

In the event of any dispute arising in connection with any part of this clause, such dispute shall be processed in accordance with the dispute settling provisions of this EBA.

Maternity Leave

- xviii) In accordance with maternity leave provisions, the company shall pay an employee an amount equal to 12 weeks pay, such pay shall be calculated at the employee's rate of pay exclusive of overtime, shift allowance or allowances.

Such payment shall be made as follows:

- a) Six weeks pay at the commencement of the leave and it may be paid as a lump sum or as weekly payments
- b) Six weeks pay at the completion of the leave and upon returning to work such payment shall be made on the first full pay period upon returning to work and shall be paid as a lump sum.
- c) The 12 weeks pay shall be paid only when the amount of leave taken is not less than 12 weeks absence otherwise an equal amount to the leave taken which is less than 12 weeks will be applicable
- d) Maternity leave shall also be available in cases of the unfortunate event of a miscarriage and or stillbirth upon the provision of medical evidence.

Paternity Leave

- xix) In accordance with parental leave provisions and upon provision of proof the partner of a person may take up to 2 weeks paid leave, such pay shall be calculated at the employee's rate of pay exclusive of overtime, shift allowances and allowances.

Paternity leave shall also be available in cases of the unfortunate event of a miscarriage and or stillbirth upon the provision of medical evidence.

The 2 weeks pay shall be paid only when the amount of leave taken is not less than 2 weeks absence otherwise an equal amount to the leave taken which is less than 2 weeks will be applicable.

PAYMENT OF WAGES

- c) Wages shall be paid by Electronic Funds Transfer (EFT).
- d) Wages shall be paid on a fixed day each week and shall include all monies up to and finishing time two week-days earlier.
- e) The Company may vary the pay day around public holidays.

JURY SERVICE

- f) An employee required to attend Jury Service during ordinary working hours will be reimbursed by the Company the amount equal to the difference between the amount paid for their attendance at Jury Service and the amount that would have been paid under this Agreement had the employees worked.
- g) The employee will notify the Company as soon as possible of the dates upon which they are required to attend for Jury service, and provide to the satisfaction of the Company proof of such attendances and the amount received in respect thereof.

GENERAL CONDITIONS

- h) See OH&S Act 2000 and its Regulations, re dressing and dining room accommodation.
- i) Where the work of employees necessarily requires the use of gloves (including the handling of spirits or hot tins) or that they should work under wet conditions or in all weathers, the Company shall provide for the use of every employee whose work shall so require, gloves, waterproof aprons and gum boots. Any employee applying for new gloves, aprons or boots, who fail to return the corresponding articles last issued to the employee shall not be entitled to same without payment thereof at a reasonable price.

Uniforms

- xx) An employee, who by direction of the Company is required to wear a uniform (including head covering), shall be supplied with a minimum of two such clean uniforms for use weekly. Such articles shall remain the property of the Company and an employee applying for a new issue who fails to return the corresponding article last issued to the employee shall not be entitled to same without payment thereof at a reasonable price.
- xxi) Upon the termination of employment, an employee who fails to return the articles last issued to the employee, will

be liable for an amount that is equal to their replacement value less depreciation having regard to the condition of the articles.

DISCIPLINARY PROCEDURE - RELATING TO POOR WORK PERFORMANCE OR UNSATISFACTORY CONDUCT

The parties to the EBA shall observe the following Disciplinary Procedure:-

Without limiting the scope of application of this procedure "poor work performance or unsatisfactory conduct" it shall include the following:-

- Unacceptable work quality
- Unsafe work practices
- Wilfully failing to abide by reasonable and lawful directions.
- Excessive absenteeism
- Abuse of sick leave entitlement

Where it is alleged the employee's work performance or conduct is of a poor or unsatisfactory standard the following procedure may be adopted:-

j) Interview Process

A Counselling interview of the employee should be conducted by the Company's representative. It is appropriate for another member of management to be present as well as a Union representative or other nominated or responsible employee acceptable to the employee being disciplined if requested by the employee or the Company. At the time of the interview the employee should be informed of the nature of the problem and be given the opportunity to explain his/her actions.

It is suggested that certain details of the interview be recorded, such as:-

- xxii) Nature of alleged poor work performance or unsatisfactory conduct and the specific details.

Date/s of alleged poor work performance or unsatisfactory conduct.

The employee's responses to the allegations.

Date and time of the interview.

Signature of the parties present at the interview.

The employee has been informed of the Disciplinary Process and Policy

Date and time of Review.

A copy of this Counseling record should be supplied to the employee concerned.

If there is a positive behavioural change at the nominated review then there is to be a further review after one month. If the positive behaviour has continued then the matter will be considered closed.

If there are no similar issues arising within 3 months of the last review then further issues require the process to start from the beginning.

Discipline

If the warning resulting from the initial interview is unsuccessful a further interview similarly constituted should then take place.

At that time management should produce further evidence of the continued poor work performance or unsatisfactory conduct and the employee should be given the opportunity to explain is/her continued poor work performance or unsatisfactory conduct.

If the explanation is deemed unsatisfactory management may take disciplinary action in relation to the employee.

Disciplinary action may result as outlined below and it is appropriate that a written warning be given that further behaviour will result in termination of employment.

In some situations appropriate disciplinary measures may include:-

- xxiii) Relocation in the work place at the same pay rate & conditions as normal. This is limited to 7 days whilst an investigation is conducted;

Admonishments recorded on the employee's personal file.

Permanent relocation within the workplace with changes to pay and conditions. This would only be done after "due process" has been completed and in recognition that if the matter was any more serious then dismissal would have occurred. The employee would need to agree to the change. If not then a dispute will exist and the Grievance and Disputes Procedure (Clause 32) is to be followed.

These forms of disciplinary measures may be either permanent or of a temporary nature, in which case previous entitlements may then be restored provided the employee's work performance or conduct has improved in the intervening period.

The employee may nonetheless be dismissed if any of the alternative disciplinary measures are found not to be a satisfactory solution.

Dismissal

xxiv) Dismissal Following Disciplinary Procedure

The employee should be notified in writing of the dismissal and the reasons for same.

Instant Dismissal

The above procedures dealing with poor work performance or unsatisfactory conduct and are not intended to interfere with the right of the employer to dismiss any employee without notice for serious and wilful misconduct that justifies instant dismissal. Contract of employment conditions (Clause 13) apply and in cases of instant dismissal allow no notice period or payment in lieu of notice being given.

In such circumstances the following procedure should be followed:-

- a) An investigation (attended by a Union Delegate) should be conducted to establish the facts.
- b) The employee shall be interviewed in the presence of another member of Management and be informed of the alleged misconduct.
- c) The employee shall be given the opportunity to explain or refute the alleged misconduct.

GRIEVANCE AND DISPUTES PROCEDURE

The parties to the Agreement shall observe the following Grievance and Disputes Procedure:

The aim of this procedure is to ensure that during the life of the Agreement, industrial grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace. When a dispute or grievance arises the following steps are to be followed:

Step 1. The matter shall be discussed between the employee(s) and the supervisor involved. If the matter remains unresolved follow Step 2.

Step 2. The matter shall be discussed between the employee(s), an employee representative (if requested by either party) and the supervisor involved. If the matter remains unresolved follow Step 3.

Step 3. The matter shall be discussed between the employee(s), an employee representative (if requested by the employees or the Company), the supervisor and the appropriate Department Manager. If the matter remains unresolved follow Step 4.

Step 4. Where it is thought by either party to be of assistance, the matter may be referred to the ECC by having it added to the agenda of its next meeting and discussed in accordance with the ECC's agreed procedures.

Where it is agreed by the parties, Steps 1-4 may be conducted concurrently.

If the matter remains unresolved follow Step 5.

Step 5. Emphasis shall be placed on a negotiated settlement. However, if the above negotiation process is exhausted without the issue in dispute being resolved the General Manager shall arrange to:

- in cases where the issue effects a Union member, have the issue referred to an official of the Union with a view to resolving the problem;
- in any other case or where the involvement of the Union has not resolved the issue, arrange for the matter to be referred to the Industrial Relations Commission of New South Wales for its assistance, by way of conciliation in the first instance, and where this fails to resolve the issue then the matter shall be determined by the Industrial Relations Commission of New South Wales by arbitration.

The parties agree that while Steps 1-5, above are being conducted that the "Status Quo" shall prevail. "Status Quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

In order to allow for the peaceful resolution of grievances the parties shall be committed to avoiding stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation (and, where applicable, arbitration) are being followed.

The Company shall ensure that all practices applied during the operation of this procedure are in accordance with safe working practices at the workplace.

ANTI-DISCRIMINATION

It is the intention of all parties to achieve the principal object in paragraph 3(j) of the Workplace Relations Act 1996, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination in the Company on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Any dispute concerning these provisions and their operation will be progressed initially under the disputes resolution procedures contained in the agreement

REDUNDANCY

- k) The Company shall consult with the Union and the Maintenance employees regarding its intention to make positions redundant in the workforce.
- l) Following consultation, the company will call for expressions of interest from the workforce within the work area/location concerned with respect to the provisions of voluntary redundancy
- m) An employee who tenders an application of interest will receive a statement containing the financial and working details/process of a voluntary redundancy.
- n) An employee must make a separate application for voluntary redundancy. These must occur no later than two (2) weeks from date of receipt of the Voluntary Redundancy Statement.
- o) The Company shall assess all retrenchments on the following conditions with priority set in the descending order below:
 - xxv) Number and type of redundant positions
 - xxvi) Skills, ability, and experience of the applicant with the ongoing skills required for the business.
 - xxvii) Self-motivation and ability to work without supervision.
 - xxviii) The special needs of the type of work the Company is likely to be tendering.
 - xxix) Quality
 - xxx) Length of service (eg: If 2 people are ranked equally according to the above conditions then the person with the longer service will be given the choice)

If an inadequate number of employees apply for and are granted voluntary redundancy, the provisions of involuntary redundancy shall then apply. The basis of nomination for termination of employment due to involuntary redundancy will be based on an assessment of the conditions above as matched against the ongoing requirements of the section, department or business enterprise concerned.

In the event of a Redundancy the Company will pay a weekly employee who is made redundant in accordance with the following formula.

All payments will be calculated and based on the employee's "Ordinary Pay" as defined by Clause 0 of this Agreement, which does not include any shift penalties, overtime or allowances.

Employees Under 45 Years

Less than 1 year service	NIL
1yr service but less than 2	4 wks ordinary pay
2yr service but less than 3	7 wks ordinary pay
3yr service but less than 4	10 wks ordinary pay
4yr service but less than 5	12 wks ordinary pay
5yr service but less than 6	14 wks ordinary pay
6 yrs service and more	16 wks ordinary pay

And thereafter 1 weeks ordinary pay for each completed year of service with a maximum payment of 26 weeks ordinary pay.

Employees Over 45 Years

Less than 1 year service	NIL
1yr service but less than 2	5 wks ordinary pay
2yr service but less than 3	8.75 wks ordinary pay
3yr service but less than 4	12.5 wks ordinary pay
4yr service but less than 5	15 wks ordinary pay
5yr service but less than 6	17.5 wks ordinary pay
6 yrs service and more	20 wks ordinary pay

And thereafter 1.25 weeks ordinary pay for each completed year of service with a maximum payment of 52 weeks ordinary pay.

Payment of Sick Leave

A weekly employee who is made redundant in accordance with subclause (a) of this clause shall be entitled to payment of sick leave at the time of termination on the following conditions:-

- xxx) Payment shall only be available to employees who have accumulated an untaken sick leave bank in excess of 30 days at the time of termination.
- xxxii) Such employees shall be entitled to an amount equivalent to the amount representing payment of 50% of the employee's sick leave accruals which exceed the 30 day minimum sick leave bank.
- xxxiii) No part of the 30 day minimum sick leave bank will be paid out on termination.

xxxiv) The Company's agreement to pay sick leave to employees made redundant shall not be read or interpreted so as to imply the Company's acceptance of such a policy generally. It is not to be used as a precedent to seek or justify claims for the payment of untaken sick leave either during employment or in any other circumstances of termination of an employee's employment or at any other time.

NO EXTRA CLAIMS

It is a term of this Agreement that there will be no extra claims for increased wages or improved conditions of employment by both parties for the life of the Agreement.

ENDORSEMENT OF AGREEMENT

The signatures below accept the terms of the Bush's Pet Foods Pty Ltd and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union Maintenance Employees Enterprise Agreement 2005 and endorse its terms and in so doing declare that the Agreement has not been entered into under duress by any party to it:

Signed on the _____ day of _____, 2005.

For and on behalf of:-

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union

Paul Bastian – State Secretary

Signed on the _____ day of _____, 2005

For and on behalf of:

Bush's Pet Foods Pty Ltd
A.C.N. 003 967 084

Grant Pocklington – General Manager

SCHEDULE 1

WAGE RATES and CLASSIFICATIONS

Minimum Wage Rates as at 18 March 2005

Maintenance

Classification	@ 18 March 2004	5.0% FFPP after 18/3/2005	5.0% FFPP after 18/3/2006	5.0% FFPP after 18/3/2007
Fitter	934.22	980.93	1030.00	1081.50
Trades Assistant	730.84	767.38	805.75	846.04
Electrician	934.22	980.93	1030.00	1081.50
Apprentice				
Yr 1- 42%				
Yr 2- 55%				
Yr 3 – 75%				
Yr 4 – 88%				