

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/234

TITLE: Campbell Consumer Products (A Division of Campbell Brothers Limited) Certified Agreement

I.R.C. NO: 98/6464

DATE APPROVED/COMMENCEMENT: 16 December 1998 and commenced 1 September 1998

TERM: 18 Months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 9

**COVERAGE/DESCRIPTION OF
EMPLOYEES: Applies to all Production and Distribution employees located at 291-303
Woodpark Road Smithfield 2164**

**PARTIES: Campbell Consumer Products (A Division of Campbell Bros Limited) -&- The
Australian Workers' Union, New South Wales**

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Wage Increase

A 3% wage increase shall apply as from 1st September, 1998. A further 1.75% increase shall apply from 1st September, 1999.

2.2 Forklift Allowance

New forklift drivers and existing employees promoted to the position of Forklift Driver after 1st September, 1998 will be paid at the rate of a General Hand plus an additional daily allowance of six (6) dollars per day Forklift Allowance.

2.3 Payment of Wages

Wages are to be paid by Electronic Funds Transfer (EFT) in such a manner so as to ensure that deposits are made into individual accounts no later than Thursday for the previous pay week.

2.4 Ordinary Hours of Work

The ordinary hours of work shall be thirty-eight (38) hours per week, to be worked in five (5) days, Monday to Friday. Each employee shall attend work another two (2) hours each week which shall be accrued towards Rostered Days Off (RDO) as outlined below in clause 2.7.

2.5 Normal Start Times

For normal day work, starting time shall be 6:30 a.m. unless otherwise mutually agreed to by an individual or group. Normal hours shall fall between 6:00 a.m. and 6:00 p.m..

2.6 Break & Meal Knock-Off Times

All machines will run productively until the bell rings at 9:28 a.m., 12:28 p.m. and 2:50 pm each day.

2.7 Rostered Days Off (RDO)

2.7.1 Rostered Days off shall be at the average rate of one (1) every four (4) weeks. At the beginning of each calendar year, the Company shall set and publish a schedule of when rostered days are to be taken for that calendar year. These rostered days off shall be a Monday unless that Monday forms part of a gazetted 'long weekend'. Should this arise, the RDO may then fall on a day immediately before or after that 'long weekend'.

2.7.2 The Company may elect to change published RDO on no more than three (3) occasions each calendar year provided the Company gives a minimum of two (2) weeks notice to employees and that the day to then be taken off is a Monday.

2.8 Meal Allowance

Employees shall be entitled to a meal allowance of \$7.80 after working a continuous one and a half (1½) hours of overtime on that day.

2.9 Sick Leave

A full-time employee shall be given access to eight (8) days paid sick leave after three (3) months of full-time employment with the Company. Additionally, on each anniversary of a full-time employee's full-time employment with the Company, they shall have access to an additional ten (10) days paid sick leave. This paid sick leave shall accrue on a yearly basis.

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2.10 Redundancy

2.10.1 Notice of Redundancy

Where the Company has made a definite decision to retrench an employee(s) and this is not due to the ordinary and customary turnover of labour, the Company undertakes to provide the maximum possible period of notice to the employee(s) concerned, and their Union. The minimum notice period to be given to employees shall be as per the Soap and Candlemakers (State) Award.

2.10.2 Method of Selection

Where and when the need for redundancies has been identified, it shall be on the basis of the need for the position and, wherever possible, volunteers will be sought from employees applicable to that position. The Company reserves the right not to agree to all acceptances of voluntary redundancies.

The Company will, wherever possible, select employees from the volunteers. However, if insufficient numbers of employees accept voluntary redundancy, the Company will then select employees to be made redundant according to skill, flexibility, competency and to meet the Companies requirements.

2.10.3 Redundancy

- Each employee who is made redundant shall receive 4 weeks pay at ordinary time. This payment is in lieu of notice.
- Each employee who is made redundant shall receive 3 weeks pay at ordinary time for each completed year of service with a pro-rata component payable on any part years of service. The maximum payment, including the 4 weeks pay in lieu of notice, shall not exceed 30 weeks.
- Each employee who is made redundant shall receive payment of all accumulated sick pay on the date of their termination.
- Long service leave shall be paid according to the appropriate legislation.
- Superannuation payments will be made in accordance with the terms of the trust deed(s) and will not effect the above mentioned payments.
- Each employee who is made redundant shall receive annual leave entitlements and pro-rata annual leave loadings.

2.10.4 Misconduct

Where the employment of an employee is terminated because of misconduct of that employee, the employee shall not be entitled to redundancy payments under this clause.

2.11 Grievance Procedure

2.11.1 Procedure relating to a grievance of an individual employee:

- The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for discussions and state the remedy sought.
- A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussions and resolution at higher levels of authority.
- Reasonable time limits must be allowed for discussion at each level of authority.



- At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- While a procedure is being followed, normal work must continue.
- The employee may be represented by an industrial organisation of employees.

2.11.2 Procedure for a dispute between an employer and the employees:

- A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- Reasonable time levels must be allowed for discussion at each level of authority.
- While a procedure is being followed, normal work must continue.
- The employer may be represented by an industrial organisation of employers and the employees may be represented for the purposes of each procedure.

2.12 Disciplinary Procedure

The disciplinary procedure (counseling/warning system) shall be as follows:

(a) Formal Counseling

Employees will be counseled about the matter and details will be noted in the Operation Manager's or Supervisor's diary. A Union Delegate may be present at the employee's request.

(b) Formal Warning

The employee will be counseled/warned about the matter which will be confirmed in writing and signed by the employee. Whilst there is no requirement for witnesses at this stage, a delegate will be present at the employee's request.

(c) Final Warning

If the misdemeanour continues or other misdemeanours occur, a final warning in writing will be given to the employee (to be signed) with a Union Delegate present.

(d) Dismissal

If the employee's performance does not improve, the person will be terminated. The Union Delegate will be notified of the situation prior to the termination and the dismissal should be carried out with a union delegate present.

- (e)** Nothing in this procedure limits the company's rights under this Agreement or at common law. Depending on the seriousness of the situation the company reserves the right to effect summary dismissal or such lesser action as the Company deems appropriate.



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PART 3 - MISCELLANEOUS PROVISIONS

3.1 No Extra Claims Undertaking

It is a term of this Agreement (arising from the decision of various State Wage Cases) that the Union and employees undertake, for the duration of the Agreement, not to pursue any extra claims, Award or Over-award. Safety Net wage increases will not be passed on to employees and will be absorbed into existing wage rates.

3.2 Productivity

Employees are strongly urged to actively participate with the Company in identifying procedures, methods and practices which can be changed and which will generate productivity improvements.

3.2.1 Production Productivity

To provide incentive and reward for higher levels of output, the Company has introduced a weekly 'Production Bonus Scheme'. Terms and conditions pertaining to the scheme are detailed in the document titled "Campbell Brothers Production Bonus Scheme" dated September, 1997. This explanation of this scheme, designed for general issue to employees is available to all employees when they first join the Company or at their request.

3.2.2 Attendance Productivity

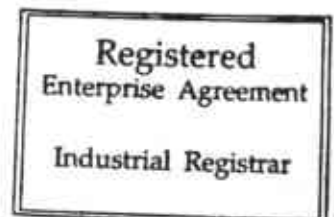
On the last working day prior to Christmas, employees who have in excess of five (5) days sick leave remaining which has been accrued within the previous year, may elect to have some or all of the excess for that year only, paid out to them on that date.

3.3 Workplace Health & Safety and Quality

3.3.1 All parties are committed to significantly improving site health and safety, and product and service quality. A renewed emphasis will be given to these areas as a priority. This will be achieved through a process of education and involvement

All work procedures and product systems must be implemented at all times with safety as a prime requirement. All safety policies and practices are to be implemented at all times. Issued safety equipment and clothing is to be used as directed and maintained in an acceptable condition. Safety equipment or clothing which becomes broken or worn out should be brought to the attention of a Supervisor or the Operations Manager immediately who will arrange for replacement if appropriate.

3.3.2 Product quality must continue to improve to internationally competitive levels. All work procedures and product systems must be implemented at all times in accordance with the 'Corporate Quality Policy Statement' which states, "We are committed to total customer satisfaction through the provision of quality goods and services".



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Signed for and on behalf of)

CAMPBELL CONSUMER PRODUCTS)
(A Division of Campbell Brothers Limited)

[Signature]
STUART JAWSON
Print name

In the presence of -

MARCIA BECUS
Print name

Signed for and on behalf of)

THE AUSTRALIAN WORKERS UNION)
(NEW SOUTH WALES BRANCH)

[Signature]
R. K. COLLISON
Print name

In the presence of -

[Signature]
WENDY S. E. COTEN
Print name

Pursuant to *The Industrial Relations Act 1996*, the provisions of this Certified Agreement are approved.

....., Commissioner

This Certified Agreement was filed in my office on the day of

..... 19....., was approved by the Commission and was registered

No..... of 19....., in the Register of Certified Agreements kept by me.

Dated this day of, 19.....

Operative Date:

Certified Agreement -

