

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/256

**TITLE: Norco Pauls Milk Joint Venture Enterprise Agreement (NSW Operations) 2003-2005**

**I.R.C. NO:** IRC4/4801

**DATE APPROVED/COMMENCEMENT:** 23 August 2004/1 November 2003

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/332

**GAZETTAL REFERENCE:** 1 October 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 32

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees of Norco Pauls Milk Joint Venture (Pauls Trading Pty Ltd, Dairyfields Limited and Norco Co-operative Limited), who falls within the coverage of the Butter and Cheese and Other Dairy Products (Newcastle and Northern) Award, Metal, Engineering and Associated Industries (State) Award, and the Clerical and Administrative Employees (State) Award

**PARTIES:** Norco Pauls Milk Joint Venture -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch



# NORCO PAULS MILK JOINT VENTURE ENTERPRISE AGREEMENT (NSW OPERATIONS) 2003 - 2005

## 1 - Arrangement

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**PART A**

**2. Title**

The title of this agreement shall be the 'Norco Pauls Milk Joint Venture Enterprise Agreement (NSW Operations - Raleigh, Lismore), otherwise referred to herein as the 'Agreement'.

**3. Application**

The Parties to this Agreement are Norco Pauls Milk Joint Venture (Pauls Trading Pty Ltd, Dairyfields Limited and Norco Co-operative Limited) the 'Company', the Australasian Meat Industry Employees' Union, Newcastle and Northern Branch, the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (Australian Manufacturing Workers' Union) and the NSW Local Government, Cleical, Administrative, Energy, Airlines and Utilities Union.

**4. Date and Period of Application**

This Agreement shall operate from the first day of November 2003 and shall remain in force until 31 October 2005.

The parties agree to commence negotiations for any future Enterprise Agreement no later than three months prior to the expiry date and to do so in good faith.

**5. Aims and Objectives of the Agreement**

5.1 The parties to this Agreement are committed to achieving improvements in productivity, efficiency and flexibility which in turn will significantly increase the company's competitiveness and offer secure and worthwhile employment for its employees.

5.2 To achieve this, it is recognised that both unions and management need to adopt a consultative and participative approach to implement this increased and sustained productivity across all areas of the operation.

5.3 The objectives of this Agreement are:

To involve all employees in the responsibility for safety of themselves and their fellow employees;

To further develop our culture toward excellence in customer service.

To improve the efficiency and productivity of the enterprise by ensuring management and labour practices are more closely attuned to current and future needs and objectives of the enterprise;

To promote discussion and agreement of measures towards achievement in the Total Quality Management and Accreditation process;

To ensure that productivity definitions and measures are broadened to incorporate:

Safety;

Customer Service;

Quality;  
Innovation;  
Timeliness/Cost; and  
Reduction of waste.

To develop an environment of continuous improvement which is conducive to a flexible organisation able to respond to changing demands in industry; and

To provide a climate for employees to develop a broader range of skills thereby maximising rewards to employees, career opportunities and security of employment.

## **6. Relationship With Parent Award(S) and Agreement(S)**

This Agreement shall be read and interpreted wholly in conjunction with the relevant awards as mentioned below:

Butter & Cheese and Other Dairy Products (Newcastle and Northern) Award

Metal Engineering and Associated Industries (State) Award

Clerical and Administrative Employees (State) Award

Where the provisions of any of the above are inconsistent with the terms of this Agreement, then this Agreement applies.

## **7. Continuous Improvement/Flexibility**

### **7.1 General**

Work will be performed within the classification structure limited only by the following:

The employee's possessing any required licence or certificate;

An employee's competence to perform such work;

That the work can be performed safely, having regard to the individual and the organisation as a whole;  
and

All employees with certified training and work experience will undertake the main tasks and other tasks which are incidental, peripheral, practical and appropriate to their main task.

### **7.2 Safety**

The company has a commitment to adhere to the highest standards for the safe operation of facilities and the protection of the environment, its employees, customers and the general community. The company strongly believes that all accidents and injuries are preventable. Safety is a fundamental part of each employee's responsibilities, thus, compliance with company safety principles and procedures is a condition of employment.

### **7.3 Customer Service**

To achieve continuous improvement in developing our customer service culture, all parties commit to actively participate in both internal and external customer service improvement programs/initiatives. The parties commit to the goal to understand our ever changing business better, to understand the needs of our customers and be in a position to respond to the needs of customers not yet known.

#### 7.4 Flexibility

The parties commit to continue to operate in an environment that is flexible, adaptable and responsive, work overtime and shiftwork across the operation, ensure we continue to meet dynamic customer and market requirements.

#### 7.5 Continuous Improvement

The parties are committed to achieving continuous improvement through enhanced communication with both our internal and external customers. Further to this, the parties will endeavour to provide the right solution in an effective way and deliver it with service excellence consistently.

#### 7.6 Leave for Special Events

The Company recognises that occasionally employees have the opportunity to take part in a special event.

With the approval of the Supervisor, on the giving of at least one week's notice, the employee may, without loss of ordinary pay, take special event leave of up to one shift.

The taking of such special event leave shall not incur extra costs by way of overtime or casual staff to the Company nor shall the taking of such leave affect productivity.

This provision shall be monitored by the Consultative Committee and Management to ensure it remains a source of team building and decision making at the Supervisor level.

For the purposes of this subclause, "Special Event" shall mean a family related or sporting event/activity as agreed to between the employee, team and Supervisor.

### **8. Contract of Employment**

- (i) An employee shall be engaged either full-time, part-time or casual and each employee shall be notified before commencing work the nature of their employment with the company.
- (ii) For all employees (other than casuals) employment shall be terminated by the employee by the provision of one week's written notice; or by the forfeiture of an amount equal to the ordinary time earnings for the period where notice was not properly provided. The company may elect to pay out some or all of an employee's notice.

If the employee is to be subject to immediate dismissal, there is no requirement for any notice period to apply.

In all other circumstances, the appropriate pay in lieu of notice should be paid to the employee in accordance with the following table:

Length of Continuous Service:	Applicable Notice:
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

In addition, an employee over 45 years of age who has not less than 2 years' continuous service at the time of termination will receive an additional week's notice.

(iii) This Clause shall not affect the right of the company to:-

deduct payment for any day or portion thereof during which an employee is stood down by the company as a result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee;

dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty, or misconduct and in such cases wages shall be payable up to the time of dismissal only.

## 9. Definitions

Unless the context otherwise indicates or requires, the expressions hereunder defined shall have the respective meanings assigned to them:-

- (i) Casual Employee shall mean an employee engaged by the hour.
- (ii) Part-time Employee shall mean an employee who works less than 38 ordinary hours per week, under a part-time work agreement and is not a casual employee,. A part-time employee is a person, paid weekly, with a contract of employment based on less than 38 hours per week and is ongoing until terminated by either party per Clause 7(ii). A written agreement between the employee and the company will be established.
- (iii) Weekly Employee shall mean an employee paid by the week.
- (iv) Day worker shall mean an employee whose ordinary hours of duty are worked in accordance with subclauses (i) and (ii), of Clause 12 - Hours of Work, of this Award.
- (v) Shift worker shall mean an employee, other than a day worker, working on a one, two or three shift system.

## 10. Wages

Wage Increases:

- 10.1 The company agrees to pay during the life of this Agreement certain wage increases . They shall be paid in the following manner at first pay period on or after the day or dates listed below provided that the aims and objectives of the Agreement are fulfilled:

On first pay period on or after such date that a majority agreement by employees on this document is reached by vote and written recommendation by employees to all union signatories has been made:

	3.5%
at first pay period on or after 1 May 2004	1.5%
at first pay period on or after 1 November 2004	3.5%
at first pay period on or after 1 May 2005	1.5%

The first wage increase paid on the written recommendation outlined above, shall be retrospective to first pay period on or after 1 November, 2003.

- 10.2 The company also gives a commitment to maintain the skills and qualifications system for the main business to reflect those skills required and possessed on the site.

### 10.3 Performance Related Bonuses

10.3.1.A once off payment will be calculated as a percentage of ordinary and overtime payments made to each employee during the period 1 November 2003 to 31 October 2004. The bonus to be paid

not later than 15 December 2004 will be based on Key Performance Indicator(s) developed by the Consultative Committee. Calculation of the bonus shall be as follows,

Where the key performance indicator measures an outcome of less than or equal to 2.5%, the bonus percentage shall be nil

Where the key performance indicator measures an outcome of between 2.5% and 5%, then the bonus percentage shall be the quantum above 2.5%

Where the key performance indicator measures an outcome of greater than 5.0%, then the bonus shall be 2.5%, plus 50% of the percentage above 5.0% capped at 6.0%. Therefore, the maximum bonus available is 3%.

The once off payment will be made only to permanent employees who are in the employ of the employer at the date of payment. The Consultative Committee shall advise whether any bonus payable will be paid on an individual or team basis.

Casuals employed directly by the company who work an average of 20 hours per week or greater will receive any bonus earned under this Agreement on a pro-rata basis.

10.3.2 A once off payment will be calculated as a percentage of ordinary and overtime payments made to each employee during the period 1 November 2004 to 31 October 2005. The bonus to be paid not later than 15 December 2005 will be based on Key Performance Indicator(s) developed by the Consultative Committee. Calculation of the bonus shall be as follows,

Where the key performance indicator measures an outcome of less than or equal to 2.5%, the bonus percentage shall be nil.

Where the key performance indicator measures an outcome of between 2.5% and 5%, then the bonus percentage shall be the quantum above 2.5%.

Where the key performance indicator measures an outcome of greater than 5.0%, then the bonus shall be 2.5%, plus 50% of the percentage above 5.0% capped at 6.0%. Therefore, the maximum bonus available is 3%.

The once off payment will be made only to permanent employees who are in the employ of the employer at the date of payment. The Consultative Committee shall advise whether any bonus payable will be paid on an individual or team basis.

Casuals employed directly by the company who work an average of 20 hours per week or greater will receive any bonus earned under this Agreement on a pro-rata basis.

The Consultative Committee shall be supplied with a budget of \$5,000 which they may use to reward innovations that are implemented in the business by employees paid under this Agreement. The Consultative Committee shall prepare and present a business plan to Senior and Local Management, prior to any expenditure, on the proposed approach to giving out such reward.

#### Basic Wage:

This Agreement, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage as set in Part B, Monetary Rates. The said basic wage is subject to variation in accordance with the provisions of subsection (2) of section 14 of the *Industrial Relations Act 1991*. Upon any such variation, rates of wages prescribed by this award are subject to variations pursuant to section 15 of the said Act to the extent necessary to give effect to the change in the said basic wage.



(i) Adults

The minimum rates of wages for adult weekly employees including the basic wage in the undermentioned gradings are as follows:

Production Employee Grade 1(b)	Item 1
Production Employee Grade 1(a)	Item 2
Production Employee Grade 2	Item 3
Production Employee Grade 3	Item 4
Production Employee Grade 4	Item 5
Production Employee Grade 5	Item 6
Production Employee Grade 6	Item 7
Production Employee Grade 7	Item 8
Maintenance Employee 1	Item 9
Maintenance Employee 2	Item 10
Maintenance Employee 3	Item 11
Maintenance Employee 4	Item 12
Administration Employee 1	Item 13
Administration Employee 2	Item 14
Administration Employee 3	Item 15
Administration Employee 4	Item 16

(ii) Juniors

Junior employees may be employed in any work area which is agreed between the Parties. A junior employee shall be paid according to age, a percentage of the adult rate of the relevant skill level as follows:

Under 16 years of age	51%
Under 17 years of age	58%
Under 18 years of age	67%
18 years and over	Adult Rate

(iii) Casual Employees

For all ordinary time worked on any one day, a casual employee as defined shall be paid at an hourly rate ascertained by dividing the weekly rate prescribed for an employee of the level at which he or she works by 38, plus 20%.

Casual employees shall be guaranteed four (4) hours pay at the casual rate for each start.

The company gives a commitment that during the life of this Agreement a review of casual employee status will be carried out to give more certainty, where possible, to casual employees. This review will be carried out considering all factors relevant to the long term growth of the organisation (including part-time and fixed contract opportunities for casuals). The Consultative Committee will conduct this review on a quarterly basis and make recommendations to management.

(iv) Contracts with recruitment agencies

Any contract entered into by the company with a recruitment agency in the future, for the purpose of appointing agency staff on site, will include a Clause stating that the agency will pay its employees in accordance with this Agreement.

The company gives a commitment that during the life of this Agreement a review of agency employees will be carried out to give more certainty, where possible, to agency employees. This review will be carried out considering all factors relevant to the long term growth of the organisation. The Consultative Committee will conduct this review on a quarterly basis and make recommendations to management.

(v) Part Time Employees

A part time employee shall receive all the benefits of a weekly employee in proportion to the hours they work.

**11. Allowances**

(i) Leading Hands - Production Employees

Dairy Production Employees engaged as leading hands shall in addition to the appropriate rate of pay prescribed by this Agreement be paid the amounts set out in Items 17 & 18 of Table 7:-

In charge of more than two but not more than ten employees	Item 17
In charge of more than ten employees	Item 18

Leading Hands - Maintenance Employees

Maintenance Employees engaged as leading hands shall in addition to the appropriate rate of pay prescribed by this Agreement be paid the amounts set out in Items 19 to 21 of Table 7:-

In charge of more than three but not more than ten employees (3-10)	Item 19
In charge of eleven but not more than twenty employees (11-20)	Item 20
In charge of more than twenty employees (21+)	Item 21

Provided that this subclause shall not apply to an employee classified and paid as a Head Packer (unless such employee is in charge of other than Packers); Production Team Co-ordinator or Storeperson in Charge.

Leading hand allowances on the Raleigh site will be paid by the week and indexed to the wage increases paid in clause 9 of the Agreement.

- (ii) Junior employees operating the majonnier test shall be paid a rate per week set out in Item 22 of Table 7.
- (iii) Junior employees working in a laboratory, other than one employed as a cleaner or a bottle washer shall be paid per week a rate set out in item 23 of Table 7.
- (iv) An employee other than a production employee operating a pedestrian stacker shall be paid an additional amount at the rate per week set out in Item 24 of Table 7.
- (v) An employee other than a production employee operating a pedestrian forklift shall be paid an additional amount at the rate per week set out in Item 25 of Table 7.
- (vi) First Aid Allowance

An employee other than a production employee who has been trained to render first-aid and who is the current holder of an appropriate first aid qualification (such as a certificate from St John's Ambulance or similar body) shall be paid the rate as set out in Item 26 of Table 7 if he or she is appointed by the company to perform first aid duty.

(vii) Holiday cover work for a Co-ordinator or Manager - Factory

On the appointment, by Management, of an employee to fill the role of a Co-ordinator for a given period, that employee shall be paid a weekly allowance of \$50.00 per week. If an employee would need to change shifts to perform the role of a Co-ordinator for a given period, and this shift change would

result in the employee losing his/her shift allowance, then the employee will not be disadvantaged financially for this reason.

This payment in recognition of employees carrying out Co-ordinator's duties will be paid by the Production Manager responsible for the area by indicating so on the weekly timesheet.

This paragraph will be subject to ongoing review by Management.

(viii) Allowances

Allowances to be increased at the same % rate and timing of the wage increases. These increases are to be compounded.

## 12. Hours of Work

(i) Day Workers:

The ordinary working hours of a day worker shall be thirty eight per week to be worked continuously except for meal breaks, Monday to Friday inclusive, between the hours of 6am and 6pm.

Following discussions and agreement between the Parties to this Agreement, a majority of the employees concerned and the company may mutually agree upon starting and ceasing times between the prescribed hours. Ordinary working hours other than 8 per day shall be formalised and set down in a written agreement by the Parties.

By agreement between the Parties and the majority of employees concerned, ordinary hours not exceeding twelve (12) on any day may be worked subject to:

The Parties being guided by the occupational health and safety provisions of the ACTU Code of Conduct for 12 hour shifts;

suitable roster arrangements being made; and

proper supervision being provided.

(e) Part-time employees working less than eight hours on any day may be offered additional hours of work, up to a total of eight for the shift, prior to completion of that rostered shift. These additional hours will be paid at ordinary rates. The total number of ordinary hours will not exceed thirty eight in any week.

(ii) Shift Workers:

The ordinary working hours of shift workers shall not exceed an average of:

thirty eight per week; or

seventy six in fourteen consecutive days; or

one hundred and fourteen in twenty-one consecutive days; or

one hundred and fifty two in twenty-eight consecutive days.

Notwithstanding the spread of hours prescribed for day workers by subclause (i) (a) of this clause, the company and the unions party to this Agreement, may implement mutually agreeable shiftwork provisions in any work unit to meet the circumstances of that work unit.

(iii) All employees:

Notwithstanding other provisions of this clause the company may implement a thirty eight hour week in any one of the following ways:

One day off after 19 days (when the provisions of Clause 13 - Thirty Eight Hour Week, of this Agreement shall apply), or

any other agreed method of implementation.

The company shall advise the Secretary of the respective Unions, of details of the hours of work from time to time effective, for day workers and shift workers.

Notwithstanding other provisions of this clause start times for workers may be varied by the giving of seven days notice by the company or with agreement by the employee concerned, for the purpose of meeting the company's needs.

### **13. Thirty Eight Hour Week**

Subject to Clause 12 - Hours of Work, the company may implement the hours provision in one of the following ways:-

(i) One day off after 19 days:

The company may require employees to work up to 8 ordinary hours per day with the additional time in excess of 7 hours 36 minutes being aggregated for accrued leisure time which shall fall due after 19 ordinary week days, Monday to Friday, including paid public holidays, paid sick days, paid bereavement leave, and paid jury service, subject to the following conditions and limitations:

The day off shall be on a fixed roster basis, unless otherwise agreed between the company and the employees in the work unit concerned. Payment for the day off will be on the basis of 0.4 hours for each day worked. For payment purposes "a day worked" shall include paid sick leave, paid public holidays, paid jury service and paid bereavement leave, but shall not include annual leave, an extended period of absence on workers' compensation, long service leave, unpaid sick leave or unpaid leave.

The company shall prepare a roster of days to be taken off as leisure time which will always remain as a notice of advice.

The company, with the agreement of the employees concerned, may substitute the day employee(s) are to take off for another day.

An employee on planned leisure time off which coincides with a stand down or strike day, shall be paid for the credit of leisure time which was rostered off.

In the event of sickness occurring on pre-arranged leisure time, no sick leave deductions will be made, however, the employee shall be paid the leisure payment for that day.

For the purposes of leisure time all allowances (except shiftwork allowances) shall be paid as actually worked.

All accrued credits as a result of the 0.4 credit towards leisure time will be paid out on the termination of each employee's employment.

Payment for a public holiday which falls on a rostered day off or a short day will be for the ordinary hours the employee would have received had he or she been at work on that day. The rostered day off or short day may be rescheduled by agreement between the company and the majority of employees in the work unit.

Where the Company and the employee agree, rostered days off, which occur as a result of employees working in accordance with the provisions of this subclause, may accumulate to a maximum of 5 days. These accumulated days may be taken at any time mutually agreed between the Company and employee and shall be taken within 6 months of accrual.

(ii) Other Agreed Methods of Implementation:

The company and the union may agree upon a different method of implementation which may apply to various groups of employees or all employees in a department or section which is consistent with these principles.

#### 14. Meal Breaks

- (i) Day workers shall be allowed not less than thirty minutes nor more than one hour between the hours of 11am and 2.30pm on each working day for the purpose of taking a meal. Such meal breaks may be staggered within each particular work area in order that full production may be maintained wherever possible.
- (ii) Shift workers shall be allowed an interval of twenty minutes each shift for crib at a time agreed upon by the company and the Union, such interval to be counted as time worked and paid for as such.
- (iii) An employee who is called upon to work for more than one hour after his/her normal ceasing time shall be allowed not less than 30 minutes for a meal break (or twenty minutes for a crib in the case of shift workers) which shall be taken immediately after the normal ceasing time.
- (iv) An employee who is required to work overtime before or after his/her ordinary hours for more than one hour without being notified on the previous day that he or she will be so required to work shall be paid an allowance as set out in Item 27 of Table 7.

If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he or she shall be paid as above prescribed for meals which he or she has provided but which are surplus.

- (v) Where an employee is required to work during his/her meal period he/she shall be paid at the rate of double time for work so performed.
- (vi) Not more than five hours shall be worked without a break for a meal or interval for crib.
- (vii) Any payment for a meal under this Clause shall be in addition to any overtime payment under Clause 17 - Overtime, of this Award.

#### 15. Shift Allowance and Shift Workers

- (i) Employees who are shift workers working on any day of the shifts as defined in this Clause shall in addition to their ordinary rates of pay for the classifications prescribed in Clause 10 - Wages, of the Award, for each shift be paid allowances as set out in the following items of Table 7:-

Early Morning Shift - Item 28

Afternoon Shift - Item 29

Night Shift - Item 30

Permanent Night Shift on a continuous non-rotating 24 hour, 7 day roster - Item 30

- (ii) For the purpose of this Clause:

Early morning shift shall mean a shift finishing after 9am and before 2pm and for the purposes of preparing mixes may commence at 4am.

Afternoon shift shall mean a shift finishing after 6pm and at or before midnight.

Night shift shall mean a shift finishing subsequent to midnight and at or before 9am.

## **16. Industry Conditions**

### Supply of Protective Clothing, Knives and Accessories

- (i) The company shall each year supply, free of cost, uniforms and head covers to each employee where required to be worn; on a fair wear and tear basis.
- (ii) Where the duties of an employee require the use of gloves they shall be supplied free of cost by the company.
- (iii)
  - (a) Subject to paragraph (b), of this subclause, an employee whose work is performed under wet conditions or who works in all weathers shall be supplied, free of cost, according to the nature of his/her work, with waterproof aprons, gumboots, or oilskins. "Wet conditions" means conditions in which clothing or boots of an employee would in the absence of protective clothing, become saturated with moisture in the course of his/her work.
  - (b) Where the Union and the company agree that the company will supply, free of cost to an employee leather boots because of the wetness associated with the employee's work and the company so supplies such leather boots, the company shall not be required to supply to the employee gumboots pursuant to paragraph (a), of the subclause.
- (iv) Any employee applying for new gloves, aprons, boots, or outer garments or knives, steels, pouches, or accessories who fails to return corresponding articles last issued to him/her shall not be entitled to same, without payment therefore at a reasonable price. The reasonable price shall be determined by agreement between the company and the employee(s) concerned.
- (v) Upon termination of employment an employee shall be required to return to the company the articles last issued to him/her in pursuance of this Clause and in the event of his/her failure to do so without reasonable cause or excuse, the company shall be entitled to deduct from any monies due to the employee a fair and reasonable sum for the value of such articles as at the time of the termination of employment.

## **17. Overtime**

- (i) Except as provided in subclause 2 of this clause all time worked outside the ordinary rostered working hours shall be overtime, and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter; provided that a shift worker called upon to work on a rostered day off, other than a Sunday, or a day worker on a five-day week, Monday to Friday inclusive, called upon to work on Saturday shall be paid time and one-half for the first two hours and double time thereafter for work on such rostered day off or Saturday respectively.
- (ii) Any employee commencing work between midnight and 6.00am on a Saturday to work overtime will be paid at double the ordinary time rate of pay for the first two hours worked. Appropriate overtime rates will apply after the first two hours.
- (iii) An employee who is directed and does attend to work overtime at the hours required by the company on Saturday, his/her rostered day off, 25 December or Good Friday shall be paid a minimum of four hours at the appropriate rates of pay.
- (iv) Where overtime commences on one calendar day and extends into the following calendar day, the whole period of overtime shall be deemed to have been worked on the former day for the purposes of calculation of overtime.

(v) Rest Period After Overtime

When overtime is necessary, it shall wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty (or ordinary shift length) between the work of successive days. An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he or she has not had at least eight consecutive hours (or ordinary shift length) off duty between those times shall, subject to this subclause, be released after completion of such overtime until he or she has had eight consecutive hours (or ordinary shift length) off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the company such an employee resumes or continues work without having had such eight consecutive hours (or ordinary shift length) off duty, the employee shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until he or she has had eight consecutive hours (or ordinary shift length) off duty without loss of pay for ordinary working time occurring during such absence.

Except as provided in subclause (iii), of this Clause, each day shall stand alone in the computation of overtime.

(i) Time Off in Lieu of Overtime Worked

Where an employee performs duty on overtime the employee may, at his/her request and with the agreement of the Company, subsequently be released from duty in ordinary hours subject to the following conditions:

The agreement shall be in writing and be kept with the time and wages records;

Where an employee takes subsequent time off the relevant and equivalent period of overtime shall be paid for at ordinary rates of pay. All other overtime worked for which time off is not taken shall be paid for at the appropriate overtime rate otherwise provided in this agreement;

Where an employee elects to take any period(s) of time off in ordinary hours in accordance with this clause such time off shall be without pay and shall equate to the relevant period(s) of overtime worked;

Payment for any period(s) of overtime worked and in relation to which the employee elects to take time off may be paid by the employer to the employee in the pay period in which the time off is taken;

An employee may not accumulate more than 24 hours of equivalent time off which shall be taken within four weeks of its accrual. Where such time off is not taken the period(s) of overtime shall be paid for in the next relevant pay period at the appropriate overtime rate otherwise applicable.

### **18. Mixed Functions**

An employee if employed on a higher class of work shall be paid at the higher rate for all time worked at the higher duty, provided that if the employee is so employed for more than two hours on any day he or she shall receive the wages for the higher class of work for the whole of the day and if he or she is so employed for ten hours or more in any pay week the employee shall be paid the higher rate for the whole of that pay week. If an employee is called upon to work on a class of work carrying a lower rate of pay he or she shall suffer no reduction.

### **19. Saturday and Sunday Work**

- (i) All time worked on Saturday which is not overtime, shall be paid for at the rate of time and one-half.
- (ii) All time worked on Saturday, which is overtime, shall be paid in accordance with Clause 17 - Overtime, of this Agreement.
- (iii) All time worked on Sunday which is not overtime, shall be paid for at the rate of time and one-half.
- (iv) All time worked on Sunday which is overtime, shall be paid for at the rate of double time.

- (v) Any employee who is directed and does attend for duty on Sunday at the hours required by the company and which is not included in his/her ordinary rostered hours for the week, shall be paid a minimum of four hours at the appropriate rate of pay.
- (vi) The extra rates prescribed by subclauses (i) and (iii) of this Clause, shall be in substitution for and not cumulative upon the shiftwork premiums prescribed in Clause 15- Shift Allowances for Shift Workers, of this Award.

## 20. Holidays

- (i) The following days shall be holidays for the purpose of this Award, and no deduction shall be made from the wages of weekly hands in respect thereof, namely: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day - April 25, Queen's Birthday, Eight Hour Day, Christmas Day - December 25, Boxing Day, the Picnic Day of the Union to be taken on the first Monday of November and any day proclaimed and observed as a holiday for the State.
- (ii) For each holiday which occurs on a working day an employee shall be deemed to have worked such number of ordinary hours as he/she would have worked had the day not been a holiday.
- (iii) Subject to subclause (iv), of this Clause, all time worked on Good Friday, Anzac Day - April 25, and Christmas Day - December 25, shall be paid for at the rate of double time in addition to the weekly wage: all time worked on other holidays shall be paid for at the rate of double time and a half; provided, however, that for all time worked on Good Friday, Anzac Day - April 25, and Christmas Day - December 25, in the excess of the hours which would have been ordinary rostered hours, had the day in question not been a holiday, shall be paid for at treble time.
- (iv) Notwithstanding the provisions of subclause (iii), of this Clause, the company may elect either:-

to give employees two weeks leave of absence per annum at ordinary rates; or

to give employees one weeks leave of absence per annum at ordinary rates and also to pay them one weeks wages; in lieu of making extra payment, prescribed in subclause (iii), for holidays.

Where the company elects to observe either of such alternatives the company shall make additional payment for those hours which would have been ordinary rostered hours had the day in question not been a holiday as under:-

Good Friday, Anzac Day - 25 April, and Christmas Day - December 25, time and on-half in addition to the weekly wage.

For all other holidays, half rates in addition to the weekly wage.

Time worked on any holiday in excess of the hours which would have been ordinary rostered hours had the day in question not been a holiday shall be paid for at the rate of double time and one-half.

- (v) The company's election under subclause (iv) shall be notified to the Union within fourteen days of such election and shall also, within the same time, be notified to the employees by posting in a place conveniently accessible to them. The company's election may apply to either the whole of the plant or to a section or sections therein.

Where the company has exercised an election under this subclause, the employees whose services are terminated shall at the time of such termination, be paid in accordance with subclause (iii), of this Clause, in respect of all holidays standing to his/her credit.

Any employee, other than a casual employee, who is directed and does attend for duty on a holiday, at the hours required by the company, and which is not included in his/her ordinary rostered hours for the week shall be paid a minimum of four hours at the appropriate rate of pay for each holiday worked.



- (vi) Where the company has not elected to work under paragraphs (a) and (b), of subclause (iv), of this Clause, and an employee is rostered off duty on any of the holidays mentioned in subclause (i), of this Clause, shall be paid one day's pay or have one day added to his/her annual leave for each holiday rostered off duty.
- (vii) Annual leave, as prescribed by the *Annual Holidays Act 1944*, shall not form any part of the leave of absence prescribed by subclause (iv), of this Clause. Where annual leave or any portion thereof is allowed in conjunction with leave prescribed by subclause (iv), of this Clause, the first part of such combined leave shall, to the extent of annual leave allowed pursuant to the *Annual Holidays Act 1944*, be deemed to be leave pursuant to the said Act.
- (viii) An employee absent without leave or reasonable excuse on the working day before a holiday prescribed herein, or the working day after such holiday shall forfeit wages for the days of absence and for the holiday.

## **21. Annual Leave**

See *Annual Holidays Act, 1944*.

Flood or Natural Disaster day(s)

An employee, in continuous service with the company, who is unable to attend for duty during his/her ordinary working hours by reason of flood or natural disaster cutting off access to the workplace, may request annual leave or RDO for the non attendance period.

## **22. Annual Leave Loading**

- (i) This Clause applies only in relation to annual holidays to which employees become or have become entitled.
- (ii) In this Clause the *Annual Holiday Act 1944*, is referred to as "the Act".
- (iii) Before an employee is given and takes his/her annual holiday, or, where by agreement between the company and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the company shall pay his/her employee a loading determined in accordance with this Clause. (NOTE: this obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vii).)
- (iv) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this Award.
- (v) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act and this Award (but excluding leave or leave and payment pursuant to subclause (iv) of Clause 20 - Holidays, herein, and also excluding days added pursuant to subclause
- (vi) The loading is the amount payable for the period or separate period, as the case may be, stated in subclause (v) at the rate per week of 17.5% of the appropriate ordinary time weekly rate of pay prescribed by this clause 10 - Wages, herein as the case may be, immediately before commencing his/her annual holiday together with, where applicable, the leading hand allowance pursuant to clause 11 and the extra rates pursuant to subparagraphs (4) and (5) of paragraph (a) of subclause (v) and the extra rates pursuant to paragraph (b) of the said subclause (v) of the said clause 10, but shall not include the shift allowances prescribed by clause 15 - Shift Allowances for Shift Workers, herein, the rate for Saturday and Sunday ordinary work pursuant to subclauses (i) and (iii) and clause 19 - Saturday and Sunday Work, herein, any other allowances, penalty rates, overtime rates or any other payment prescribed by this award.
- (vi) The loading is the amount payable for the period or separate period, as the case may be, stated in subclause (v) at the rate per week of 17.5% of the appropriate ordinary time weekly rate of pay

prescribed by this Agreement for the classification in which the employee was employed pursuant to subclauses (i), (ii) and (iv) of Clause 10 - Wages, herein, as the case may be, immediately before commencing his/her annual holiday together with, where applicable, the leading hand allowances pursuant to Clause 11 and the extra rates pursuant to subparagraphs (4) and (5) of paragraph (a) of subclause (v) and the extra rates pursuant to paragraph (b) of the said subclause (v) of the said Clause 10, but shall not include the shift allowances prescribed by Clause 15 - Shift Allowances for Shift Workers, herein, the rate for Saturday and Sunday ordinary work pursuant to subclauses (i) and (iii) and Clause 19 - Saturday and Sunday Work, herein, any other allowances, penalty rates, overtime rates or any other payment prescribed by this Award.

- (vii) No loading is payable to an employee who takes an annual holiday wholly or partly in advance, provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (vi) of this clause applying the agreement rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance and the entitlement to the holiday arises on or after the date of operation of this Award.
- (viii) Where, in accordance with the Act and after the date of operation of this Award, the company's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:-

An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (vi) of this Clause;

An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act such proportion of the loading that would have been payable to him/her under this Clause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to fifty two.

- (ix)
  - (a) When the employment of an employee is terminated by the company after the date of operation of this Award for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled, shall be paid a loading calculated in accordance with subclause (vi) for the period not taken.
  - (b) Except as provide by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.
- (x) This Clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker pursuant to subclause (ii) of Clause 12 - Hours of Work, of this Award, if he/she had not been on annual holidays, provided that if the amount to which the employee would have been entitled by way of allowances for shifts pursuant to Clause 15 - Shift Allowances for Shift Workers, herein, and the rates for Saturday and Sunday shifts pursuant to Clause 19 - Saturday and Sunday Work, herein, for ordinary shifts which would have been worked according to the shift roster, if he/she had not been on annual holiday (not including time on a public or special holiday pursuant to Clause 20 - Holidays, herein) exceeds the loading calculated in accordance with this Clause, then that amount shall be paid to the employee in lieu of the loading.

### **23. Long Service Leave**

See *Long Service Leave Act, 1955*.

## 24. Sick Leave

### Sick Leave Arrangements

- (i) An employee, in continuous service with the company, who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary rates of pay for the time of such non-attendance subject to the following:-
  - (a) Shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation, provided however, that the company shall pay to such an employee, if the employee so requests, and who has sick leave entitlement under this clause, the difference between the amount received as workers' compensation and full pay. If the company pays such difference the employee's sick leave entitlement under this clause shall, for each week during which such difference is paid be reduced by that proportion of thirty eight hours which the difference paid, bears to full pay.
  - (b) Shall, as soon as is reasonably possible so as to allow the company to make alternative arrangements and within twenty-four hours of 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.
  - (c) Shall prove to the satisfaction of the company (or in the event of a dispute the Conciliation Committee) that he/she is or was unable on account of such illness or incapacity, to attend for duty on the day or days for which payment under this clause is claimed.
- (i) An employee with more than twelve months service shall be entitled, in respect of any year of continued employment to sick pay of ten (10) working days. An employee with less than twelve months service shall be entitled, in respect of the first year of continued employment to sick pay of five (5) working days. Any period of paid sick leave allowed by the company to the employee in any such year shall be deducted from the period of sick leave which may be allowed or carried forward in this Award in respect of such year.
- (ii) The rights under this Clause shall accumulate from year to year so long as the employment continues with the company so that any part of leave pursuant to subclause (ii), hereof, which has not been allowed in any year may be claimed by the employee 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:-

Any absence from work on leave granted by the company; or

Any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee).

### Sick Leave Monitoring

The parties agree that it shall not be necessary for an employee to produce a medical certificate if an absence from work on account of illness does not exceed two days and he or she has not been absent on account of illness for more than three days in that year of employment.

- (i) Sick Leave is unlike Annual or Long Service Leave in that Sick Leave is conditional upon an employee being ill or injured to the point of being unfit for duty.
- (ii) It is insurance to protect the employee and his/her family against hardship should he or she be unable to continue in his or her normal occupation.
- (iii) This procedure is designed to curtail Sick Leave abuse by employees who are absent from work and who are not genuinely unfit for duty.

- (iv) At the end of each three monthly period or where an employee has had 3 or more days absence through illness without being required to produce a medical certificate, each employee's Coordinator reviews the sick leave records and provides his or her manager with a list of the employees who have been absent for 3 days or more in the period.
- (v) The manager or his delegate will then have the following matters examined:
  - (a) check the pattern of leave and repetition, e.g. Mondays, Fridays, etc.;
  - (b) check past history of absences to see if this pattern is unusual for the employee;
  - (c) check with the employee's Co-ordinator regarding knowledge of the employee's situation at the time she or he was absent, or whether it was a genuine absence for injury or sickness;
  - (d) If as a result of (a), (b) or (c), it is felt that the absences have not been satisfactorily explained, the employee will be made aware of his or her responsibilities under this clause by his or her Co-ordinator or Manager (employees may request that it be the Manager). The employee or the Co-ordinator may request the presence of a union delegate. The consultation may be referred to the company's qualified representative.
  - (e) If the results of two consecutive periods (six months) show unsatisfactory attendance and reasons for absence then the following actions may be taken.
    - (1) Bring in the employee for a discussion with the Manager, or the Manager's delegate, in the presence of his/her supervisor (and Union representative if the employee so requests). If the discussion in respect to the absences does not provide satisfactory reason for the absences then a verbal or written warning may be issued to the employee and/or proof of illness or a medical certificate may be required for all future absences.
    - (2) If the above action still results in unsatisfactory attendance at work then good grounds have been established for termination of employment.

Any permanent employee whose service terminates other than by summary dismissal or retrenchment shall be paid at the time of termination a proportion of his or her accrued unused sick leave as prescribed below:

- (a) where the termination occurs within the first three years of employment - nil;
- (b) where the employee has completed at least three years but less than five years continuous service - 10%;
- (c) where the employee has completed at least five years but less than ten years continuous service - 15%;
- (d) where the employee has completed ten years but less than fifteen years continuous service - 25%;
- (e) where the employee has completed fifteen years but less than twenty years continuous service - 30%;
- (f) where the employee has completed at least twenty years continuous service - 50%.

## **25. Payment of Wages**

- (i) All employees shall be paid weekly in the company's time not later than Wednesday of each week; provided, however, that the pay period specified herein may be varied at any time by arrangement between the Union and the company, but at no time will the company hold more than two days in hand.

- (ii) Notwithstanding the provisions of 25(i) above, the SAP payroll system will calculate the pay period weekly commencing midnight Sunday and concluding the following midnight Sunday. Payment to employees will be deposited on Wednesday of the following week.
- (iii) The company may elect to pay the employee by cheque, direct deposit to personal account by electronic funds transfer or cash.

#### **26. Rest Pauses**

- (g) A rest pause of ten minutes each forenoon and a rest pause of ten minutes each afternoon shall be allowed each day worker.
- (h) A rest pause of ten minutes during the first part of the shift and a rest pause of ten minutes during the second part of the shift shall be allowed each shift worker.
- (i) Rest pauses shall be taken at such times as may be mutually arranged between the company and the Union and may be staggered to suit the particular work requirements of each section so that full production levels may be maintained.
- (j) Rest pauses shall be counted as time worked and shall be paid for as such.
- (k) Supervisors and leading hands to have responsibility for ensuring that employees take their breaks as per the Enterprise Agreement.

#### **27. Accommodation**

- (l) The company shall provide for the use of the employees:-
  - (a) a dressing room containing hot and cold showers;
  - (b) adequate lockers fitted with lock and key;
  - (c) where females are employed a rest room with suitable resting facilities for their use;
  - (d) facilities for boiling water for meals and at rest pauses (unless boiling water is supplied by the company);
  - (e) where so requested by ten or more employees, who regularly use bicycles for transport to and from their employment, a suitable structure for storing bicycles with protection from sun and rain.
    - (a) The company, with the co-operation of the employees, shall cause all accommodation to be kept in a clean and sanitary condition.
    - (b) Accommodation for females shall be separate from that of males.

#### **28. Bereavement Leave**

- (c) An employee upon the death of a near relative shall be granted leave without loss of pay, as required by the employee on any one occasion in the case of a near relative not exceeding three days and in the case of other relatives not exceeding one day. This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- (d) For the purpose of the clause, "near relative" means a parent or step-parent, spouse (including defacto), child (including step-child), brother, sister, mother-in-law or father-in-law. "Other relative" means a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather or grandmother.

## 29. Family Leave

### 1. Use of Sick Leave

- 1.1 An employee with responsibilities in relation to a class or person set out in 1.3.2 who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after July 1, 1995 for absences to provide care and support for such persons when they are ill, or to attend to matters relating to the education of a child or to attend to legal business.
- 1.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 1.3 The entitlement to use sick leave in accordance with this sub-clause is subject to:
  - 1.3.1 the employee being responsible for the care and support of the person concerned; and
  - 1.3.2 the person concerned being;
    1. a spouse of the employee; or
    2. 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
    3. a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    4. a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    5. a relative of the employee who is a member of the same household, where for the purposes of this paragraph;
      - a. "relative" means a person related by blood, marriage or affinity;
      - b. "affinity" means a relationship that a spouse because of marriage has to blood relatives of the other; and
      - c. "household" means a family group living in the same domestic dwelling.

An employee shall, wherever practicable, give the employer 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 employer by telephone of such absence at the first opportunity on the day of absence.

### 2. Unpaid Leave for Family Purpose

- 2.1 An employee may elect, with the consent of the employer, to take unpaid leave, for a reasonable period of time, for the purpose of providing care and support to a class of person set out in 1.3.2 above who is ill.

3. Annual Leave

- 3.1 To give effect to this clause, but subject to the *Annual Holiday Act 1944*, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed by the parties.
- 3.2 Access to annual leave, as prescribed in paragraph 3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- 3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

**30. Parental Leave**

See *Industrial Relations Act 1996*.

**31. Paid Maternity Leave**

Effective 1 January 2003, eligible female employees accessing maternity leave shall be entitled to payment of a sum equivalent to six (6) weeks wages in accordance with the provisions of this clause.

(a) Eligibility for Payment

The following employees shall be eligible for payment:

Full-time employees who have two (2) years continuous service;

Part-time employees who have been employed for two (2) years;

Where an employee has returned to work for 12 months after a period of maternity leave, that employee shall be entitled to payment for a second or subsequent period of maternity leave

(b) Payment for Leave

The employee shall be paid three (3) weeks wages at the time of commencing such leave in addition to the wages due to the employee for the work performed. The employee shall be paid at the base rate the employee was earning immediately prior to proceeding on the leave.

The employee shall receive a further three (3) weeks wages if the employee recommences work. It is expected that such an employee would remain at work for a minimum of twelve months. The payment would be made at three (3) months after return to the workforce. The employee shall be paid on the basis of the classification and status the employee was engaged at immediately prior to proceeding on such leave but will be paid at the rate applicable at the time of payment.

Where an employee has received payment in accordance with this clause, and the pregnancy subsequently results in a miscarriage or still birth, the employee shall be entitled to such payment, subject to the employee remaining on leave for a minimum of six (6) weeks and returning to work as outlined above.

(c) Paid Maternity Leave and other Entitlements

The above maternity leave payment (3 weeks at the time of commencing Maternity Leave) shall count as service for all purposes.

The payment for maternity leave shall be inclusive of Statutory holidays that may fall within the first six (6) weeks of the maternity leave period.

Should relevant legislation be introduced in Australia on this matter, the company reserves the right to review this policy/clause. All other provisions relating to maternity leave are outlined in the relevant Family or Parental Leave Award.

### **32. Trade Union Training Leave**

(a) Subject to all qualifications in this clause, an employee appointed or elected as an accredited representative of the union to which he/she belongs shall, upon application in writing to the employer, be granted up to 2 days leave with pay each calendar year non-cumulative to attend courses conducted for approved training.

a. Such courses shall be designed and structured with the objective of promoting good industrial relations within the Dairy Industry.

b. consultation may take place between the parties.

For the purposes of this clause an accredited representative of the union shall mean a delegate or co delegate recognised by the employer.

(b) The application for leave shall be given to the employer at least 4 weeks in advance or a shorter period by agreement of the date of commencement of the course. The application for leave shall contain the following details:-

(a) the name of the employee seeking the leave;

(b) the period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and

(c) the title, general description and structure of the course to be attended and the location of where the course is to be conducted.

(c) The employer shall advise the union within 2 weeks (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

(d) The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations.

(e) The employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary-time earnings for such absence. For the purpose of this clause ordinary-time earnings shall be defined as the relevant award classification rate including supplementary payments, shift work loadings where relevant plus overaward payments where applicable.

(f) Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with an employee's day off in the 19-day month work cycle or with any concessional leave.

(g) Employees on request by their employer shall provide proof of their attendance at any course within 7 days. If an employee fails to provide such proof, the employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the employee.

(h) Where an employee is sick during a period when leave pursuant to this clause has been granted, proof of attendance at the course is not required for that period and the employee shall receive payment if entitled under the provisions of clause 24 - Sick Leave.

(i) Leave of absence granted pursuant to this clause shall count as service for all purposes of this award.

(j) Any dispute as to any aspect of the operation of this clause shall be resolved in accordance with the dispute settlement procedure of this award.



### **33. Superannuation**

The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and s.180 of the *Industrial Relations Act 1991* (NSW).

This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

(i) Definitions

"Scheme" means any fund, the trust deed of which meets the Commonwealth Government's Standards for Occupational Superannuation.

"Employee's ordinary weekly earnings" means the award classification rate including any over-award, supplementary payment and shift premium components.

(ii) Contributions

The company shall, for each employee, contribute the appropriate percentage of the employee's ordinary weekly earnings as required by the *Superannuation Guarantee (Administration) Act 1992* to one of the following superannuation funds:

For employees in the employ of the employer prior to 1 December 1998:

(a) Norco Superannuation Fund

(b) Norco Employees Superannuation Fund

For employees employed at a date later than 1 December 1998:

(a) Sunsuper

Notwithstanding the above, the employer may offer other approved fund(s) or a company fund at its discretion for consideration by new and existing employees.

Employees who are Parmalat Superannuation Fund members will have the ability to make additional contribution to increase death cover (on an individual basis).

(i) Savings

This clause shall not have the effect of lowering more generous contributions employers make to schemes on behalf of employees under a Company superannuation scheme.

### **34. Jury Service**

An 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/her attendance for such jury service and the amount of wage he/she would have received in respect of ordinary time he/she would have worked had he/she not been on jury service.

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

### **35. Dispute Settlement Procedure**

A procedure for the avoidance of industrial disputes shall apply in establishments covered by this agreement.

The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.

(i)

An individual employee or group of employees, with any problem, complaint, query, misunderstanding or grievance, shall first raise the matter with the Supervisor of the work area. The Supervisor will make every effort to respond within 24 hours.

In the event that the matter remains unresolved, the employee or employees shall then refer the matter to the Union Delegate who will attempt to resolve the matter with the Manager of the work area. The Manager will make every effort to respond within 24 hours.

In the event of failure to resolve the matter at job level, discussions will take place between a Union Organiser and a Senior Manager on the site.

If the matter is still unresolved, the Union Secretary or his/her representative will confer with Senior Management of the company.

In the event of no agreement still being reached, the dispute will be referred to the Industrial Registrar of New South Wales for resolution.

(ii) During the discussions, the "status quo" shall remain and work shall proceed normally in accordance with the Award and without stoppage or the imposition of any ban, limitation or restriction. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

(iii) It is noted that the Parties would expect genuine safety issues to be resolved as a matter of urgency and that unsafe work would not proceed.

### **36. Grievance Procedure**

Every individual employee may raise a grievance regarding any aspect of their employment with their supervisor. This grievance should be resolved quickly and co-operatively to the mutual satisfaction of all concerned. The resolution may involve discussions with other employees, union officials, management and any other people who can facilitate resolution.

### **37. Consultative Committee**

A Consultative Committee shall ensure the success of this Agreement by meeting regularly to ensure the aims of the Agreement and the ongoing site improvements are achieved. The Consultative Committee will have employee and management representatives from across the operation to ensure that overall knowledge of the business is present and employee issues are understood.

### **38. Training**

The Parties to this Agreement shall maintain a training plan, incorporating a tasks and skills survey and establishing a policy of competency based training.

A comprehensive education, training and skills development program will be maintained for the main business to ensure that employees have the opportunity to achieve their potential and meet the changing needs of the enterprise. This program will include a skills and qualification analysis required for a redesigned workplace and the skills and qualifications currently held by employees.

The company will continue to provide relevant training to employees in the business during the life of this Agreement.

The company will advertise for expressions of interest from employees wanting to be trained in other areas of the business.

The Consultative Committee will conduct a review of training opportunities for employees on a quarterly basis. This forum will enable the members of the Consultative Committee to give input on the process of selecting employees for training in various areas of the operation.

#### Meetings On-Site and Skills Training

#### Communication/Meetings

The parties agree that communication is a continuous improvement issue and the responsibility of all who comprise the enterprise.

- (1) For the purposes of this clause, meetings are defined as:
  - (a) Management information sessions
  - (b) Departmental Meetings in your own area of the business.
  - (c) Individual employees taking part in committees, work improvement teams and other business meetings.
- (2) Payment for meetings

Payment for meetings will be at single time and the duration will be kept to a minimum. Should the meeting exceed 2 hours duration, then appropriate overtime rates shall apply for the period beyond two hours (when outside rostered ordinary hours).

### **39. Redundancy**

The parties agree to the Parmalat redundancy arrangements within the Agreement.

Employees working in the boiler room may be redeployed to the factory if boiler operation attendance is no longer required due to modernisation and technological advancement. Employee consultation will take place prior to such determination.

### **40. Callout**

An employee recalled to work after leaving the Employer's premises (not notified before leaving the premises) shall be paid as follows:

Callouts are to be paid at a minimum of 2 hours at double the ordinary time rate of pay.

Callouts on Public Holidays will be paid at a minimum of 2 hours at the appropriate Public Holiday overtime rate.

This clause shall not apply in cases where it is customary for an employee to return to the Employer's premises to perform a specific job outside ordinary working hours or where the overtime time is continuous with the completion or commencement of ordinary working time.

### **41. Emergency Services**

Employees required to report for official duties of Emergency Services work in their own shire of residence shall be entitled to payment for such work at the ordinary rates of pay for the time rostered to attend for duty during his/her ordinary working hours.

## PART B

### MONETARY RATES

**Table 1 - Wage Rates for Dairy Group**

First pay period on or after:

Item	Clause	Description	1 Nov 2003	1 May 2004	1 Nov 2004	1 May 2005
1	10	Production Employee Grade 1(b)	562.27	570.70	590.67	599.53
2		Production Employee Grade 1(a)	581.25	589.97	610.62	619.78
3		Production Employee Grade 2	593.93	602.84	623.94	633.30
4		Production Employee Grade 3	612.56	621.75	643.51	653.16
5		Production Employee Grade 4	629.02	638.46	660.80	670.71
6		Production Employee Grade 5	647.91	657.63	680.65	690.86
7		Production Employee Grade 6	672.75	682.84	706.74	717.34
8		Production Employee Grade 7	697.33	707.79	732.57	743.55

**Table 3 - Wage Rates for Maintenance Group**

First pay period on or after:

Item	Clause	Description	1 Nov 2003	1 May 2004	1 Nov 2004	1 May 2005
9	10	Maintenance Employee 1	600.35	609.36	630.69	640.15
10		Maintenance Employee 2	648.89	658.63	681.68	691.90
11		Maintenance Employee 3	679.79	689.98	714.13	724.85
12		Maintenance Employee 4	712.86	723.55	748.87	760.11

**Table 6 - Wage Rates for Administration Group**

First Pay Period on or after:

Item	Clause	Description	1 Nov 2003	1 May 2004	1 Nov 2004	1 May 2005
13	10	Administration Employee 1	586.85	595.65	616.50	625.74
14		Administration Employee 2	601.85	610.88	632.26	641.74
15		Administration Employee 3	615.15	624.38	646.23	655.93
16		Administration Employee 4	641.60	651.22	674.01	684.13

**Table 7 - Other Rates and Allowances**

Item	Clause	Description	On Agreement 2003	1 May 2004	1 Nov 2004	1 May 2005
17	11	Production Leading Hand - 3-10 employees	17.49	17.75	18.38	18.65
18		Production Leading Hand - More than 10 employees	29.14	29.57	30.61	31.07
19		Maintenance Leading Hand - 3-10 employees	21.68	22.01	22.78	23.12
20		Maintenance Leading Hand - 11-20 employees	32.34	32.83	33.98	34.49
21		Maintenance Leading Hand - more than 20 employees	41.09	41.71	43.17	43.81

22		Junior employees operating the ma jonnier test	4.45	4.52	4.68	4.75
23		Junior employees working in a lab, other than one employed as a cleaner or bottle washer	2.69	2.73	2.83	2.87
24		Operating a Pedestrian Stacker	5.18	5.25	5.44	5.52
25		Operating a Pedestrian Forklift	3.83	3.89	4.02	4.08
26		First Aid Allowance	8.80	8.93	9.24	9.38
27	14	Meal Allowance	8.69	8.82	9.13	9.27
		Tool Allowance where Applicable for Trade People	9.52	9.66	10.00	10.15
		Electricians Licence Allowance for Electricians	22.67	23.01	23.81	24.17

**Table 7 - Other Rates and Allowances**

Item	Clause	Description	Rate \$
28	15	All Employees - Early Morning Shift	15% extra
29		All Employees - Afternoon Shift	15% extra
30		All Employees - Night Shift	15% extra
31		Permanent Night Shift on a continuous non-rotating 24 hour, 7 day roster	30% extra per shift

## APPENDIX 1

### DAIRY GROUP CLASSIFICATION STRUCTURE

A Production Employee is an employee appointed by the company who shall be required under a points based grading system to perform any one or more functions where the employee is deemed competent in those functions.

(i) Skills Matrix

Implementation of a points based grading system shall be in accordance with the 'Implementation Arrangements' as agreed between the parties to this agreement. The nature of this industry and advancements in technologies lead to constant change and improvements, it is therefore agreed that the skills matrix and associated for career progression will be the subject to constant review and as necessary, adjustment. It is agreed that the Implementation Arrangements may be adjusted from time to time with agreement between the parties. At least, annual review will take place on these arrangements.

Production Employees shall be graded as follows upon satisfactory completion of the requirements prescribed herein for the level:

Grade	Minimum Total Points	Skill Points Minimum	Skill Points Maximum*	Qualification Points Minimum	Qualification Points Maximum*
7	101	65	71	30	36
6	82	50	59	23	32
5	64	39	49	15	25
4	49	32	35	14	17
3	34	25	0	9	-
2	20	14	0	-	-
1(a)	8	6	0	-	-
1(b)	0	0	0	-	-

Indicates maximum number of points which can be used to obtain minimum total points for a grade.

\*\* Skills Matrix Data will be made available to individual employees upon request. Relevant unions will be advised of changes.

## **APPENDIX 2**

### **MAINTENANCE GROUP CLASSIFICATION STRUCTURE**

- (i) Maintenance Employee 1 is an employee who has completed an Engineering Certificate II or equivalent training so as to enable them to perform work within the scope of this level. An employee at this level performs work above and beyond the skills of any employee at Production Employee Grade 2 and to the level of their training:

Works from complex instructions and procedures;

Assists in the provision of on-the-job training to a limited degree;

Co-ordinates work in a team environment or works individually under general supervision;

Is responsible for assuring the quality of their own work.

Indicative of the tasks which an employee at this level may perform are the following:

Boiler attendant.

Uses precision measuring instruments.

Machine setting, loading and operation.

Rigging (certified).

Inventory and Store control including:

Licensed operation of all appropriate materials handling equipment.

Use of tools and equipment within the scope (basic non-trades) maintenance.

Computer operation at a level higher than that of Production Employee Grade 2.

Intermediate keyboard skills.

Basic engineering and fault finding skills.

Performs basic quality checks on the work of others.

Licensed and certified for forklift, engine driving and crane driving operations to a level higher than Production Employee Grade 2.

Has a knowledge of the employers operation as it relates to the production process.

Lubrication or production machinery equipment.

Assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainees.

- (ii) Maintenance Employee 2 is an employee who holds a Trade Certificate or Tradespersons Rights Certificate as a Mechanical, Fabrication or Electrical Tradesperson and is able to exercise the skills and knowledge of that trade.

A Maintenance Employee 2 works above and beyond a Maintenance Employee 1 at and to the level of their training:

Understands and applies of quality control techniques;

Exercises good interpersonal and communication skills;

Exercises keyboard skills at a higher level than Maintenance Employee 1;

Exercises discretion within the scope of this grade;

Performs work under limited supervision either individually or in a team environment;

Undertake non-trade tasks incidental to their work;

Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;

Able to inspect products and/or materials for conformity with established operational standards.

- (iii) Maintenance Employee 3 is a Mechanical, Fabrication or Electrical Tradesperson who has completed the following training requirement:

4 forty hour modules towards and appropriate Post Trade Certificates.

A Maintenance Employee 3 works above and beyond a Maintenance Employee 2 and to the level of their training:

Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by the Implementation Manual.

Exercises discretion within the scope of this grade.

Works under general supervision either individually or in a team environment.

Understands and implements quality control techniques.

Provides the trade guidance and assistance as part of a work team.

Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Maintenance Employee 1 and 2.

Tasks which employees at this level may perform are subject to the employees having the appropriate Trade and Post Trade Training to enable them to perform particular tasks.

- (iv) Maintenance Employee 4 is a Special Class Mechanical, Fabrication or Electrical Tradesperson who has completed the following training requirement:

8 forty hour modules towards an appropriate Post Trade Certificate.

A Maintenance Employee 4 works above and beyond a Maintenance Employee 3 and to the level of their training:

Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by the Implementation Manual.

Provides trade guidance and assistance as part of a work team.

Assists in the provision of training in conjunction with supervisors and trainers.  
Understands and implements quality control techniques.

Works under limited supervision either individually or in a team environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks:

Exercise high precision trade skills using various materials and/or specialised techniques.

Performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs.

Installs, repairs and maintains, tests, modifies, commissions and or fault finds on complex machinery and equipment which utilises hydraulic and or pneumatic principals and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems.

### **APPENDIX 3**

#### **ADMINISTRATIVE GROUP CLASSIFICATION STRUCTURE**

Level - All adult employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee:

(i) Level 1 - means an adult employee who -

works under general supervision (as defined hereunder) performing clerical duties which involve the exercise of some initiative and minor decision making within a regular work routine; and/or

for the major part of the time operates a switchboard; and/or

is employed as a typist; and who does not fall within the definitions of Levels 2, 3 or 4.

(ii) Level 2 - means an adult employee who possess all of the duties of Level 1 with the necessary skills and is classified as one of the following and who does not fall within the definitions of Grades 3 or 4: a word processing operator, data entry operator, computer/keyboard operator.

(iii) Level 3 - means an adult employee who -

is capable of and may perform any duties of a Level 1 or 2 and who performs clerical duties under limited supervision (as defined hereunder), receives limited instructions which relate only to matters of substance in the work assignment (although more detailed instructions may be necessary on particular occasions), is regularly required to exercise independent initiative and judgement and possess a requisite knowledge of office procedures and of the employer's business; and/or

is required to supervise and/or control the work of other clerks (excluding typists and stenographers), a typists' pool and/or the work of bookkeeping and/or comptometer operators.

(iv) Level 4 - means an adult employee who -

is capable of and may perform any duties of a Level 1, 2 and 3 Clerk and who is fully competent in his/her work, requires little guidance in the performance thereof, exercises substantial responsibility and independent initiative and judgement with a requisite knowledge of office procedures and of the employer's business; and/or

is required to accept responsibility for the work of a department or of a section or the work of clerks (excluding typists and stenographers) engaged in such department or section.



NOTATION: The definitions of Level 1, 2, 3 and 4 hereof, shall have no application to a person employed in a managerial capacity, that is a person who is employed primarily to control the conduct of the employer's business either in whole or in part and who in the performance of his/her duties regularly makes decisions and accepts responsibility on matters relating to the administration and conduct of the business and whose performance of clerical duties is merely ancillary to his/her managerial employment.

The classifications shall be reviewed from time to time to ensure no disadvantage in relation to classifications in the parent award.

Definitions - The following expressions appearing in Appendix 3 shall be defined as follows:

Level 1 - General Supervision - shall mean that a person -

- (i) receives instructions on what is required on unusual or difficult features of the work and on the method of approach or when new procedures are involved; and
- (ii) is normally subject to progress checks which are usually confined to unusual or difficult aspects of the task, and
- (iii) has knowledge and experience required to perform the duties usually without specific instructions but has assignments reviewed on completion.

Level 3 - Limited Supervision - shall mean that a person -

- (i) may be subject to progress checks which will be principally confined to establishing that satisfactory progress is being made; and
- (ii) may have his/her assignments reviewed on completion.

EXEMPTIONS

- (i) Exception as to the provisions of clause 21, Annual Level; clause 22, Annual Leave Loadings; and subclauses (i), (ii), (iv) and (v) of clause 19 & 20, Sundays and Holidays; clause 23, Long Service Leave; clause 24, Sick Leave; clause 28, Bereavement Leave; clause 34, Jury Service; clause 30, Parental Leave and clause 33, Superannuation, this award shall not apply to clerks employed by the week who are in receipt of a weekly wage in excess of 15 per cent above the rate of pay for Grade 5 in Table One of the Clerical and Administrative Employees (State) Award, from time to time effective: provided that this exception shall not apply to an employee whose wage is in excess of 15 per cent above the rate of pay for Grade 5 in Table One of the Clerical and Administrative Employees (State) Award if such wage includes overtime payment and/or shift allowances due to him/her under this award.
- (ii) The exemption rate shall be calculated in multiples of one dollar, amounts of less than 50 cents being taken to the lower multiple and amounts of 50 cents or more being taken to the higher multiple.

Signed for and on behalf of	)	.....
Norco Pauls Milk Joint Venture	)	(Signature)
	)	
	)	Manufacturing Manager
	)	(Title)
	)	
	)	Ian David Foote
	)	(Print Name in Full)
In the presence of:	)	.....
	)	
	)	Sharon Allen
	)	(Print Name of Witness)

Signed for and on behalf of )  
Australasian Meat Industry ) .....  
Employees Union, ) (Signature)  
Newcastle & Northern Branch )  
 ) Secretary  
 ) .....  
 ) (Title)  
 )  
 )  
 ) Kath Evans  
 ) .....  
 ) (Print Name in Full)

In the presence of: )  
 ) .....  
 )  
 ) Robyn Muller  
 ) .....  
 ) (Print Name of Witness)  
 )

Signed for and on behalf of )  
Automotive, Food, Metals, Engineering, ) .....  
Printing and Kindred Industries Union ) (Signature)  
(Australian Manufacturing Workers' Union) )  
 ) Acting Secretary  
 ) .....  
 ) (Title)  
 )  
 )  
 ) Tim Ayers  
 ) .....  
 ) (Print Name in Full)

In the presence of: )  
 ) .....  
 )  
 ) Sue Carswell  
 ) .....  
 ) (Print Name of Witness)  
 )

Signed for and on behalf of )  
NSW Local Government, Clerical, ) .....  
Administrative, Energy, Airlines ) (Signature)  
and Utilities Union )  
 ) General Secretary  
 ) .....  
 ) (Title)  
 )  
 )  
 ) Brian Harris  
 ) .....  
 ) (Print Name in Full)

In the presence of: )  
 ) .....  
 )  
 ) P J Collins  
 ) .....  
 ) (Print Name of Witness)  
 )