

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/153

TITLE: Norco Co-operative Manufacturing Division Enterprise Agreement

I.R.C. NO:

DATE APPROVED/COMMENCEMENT: 8 June 1999

TERM: 12 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

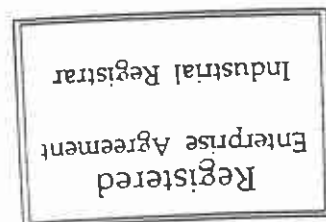
DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged within the manufacturing facility of the Company, in the occupations associated with Production, Maintenance, Sales & Distribution, Rural Stores, Feedmill and Administration employees located at the Lismore and Casino sites

PARTIES: Norco Co-Operative Limited -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch





**NORCO CO-OPERATIVE
MANUFACTURING DIVISION
ENTERPRISE AGREEMENT**

1999 - 2000

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PART A

2 - TITLE

The title of this agreement shall be the 'Norco Co-operative Manufacturing Division Enterprise Agreement', otherwise referred to herein as the 'Agreement'.

3 - PARTIES

The Parties to this Award are Norco Co-operative (the Company), the Australasian Meat Industry Employees' Union, Newcastle and Northern Branch, the Automotive, Food, Metals and Engineering Union and the Electrical Trades Union of Australia, New South Wales Branch (the Unions).

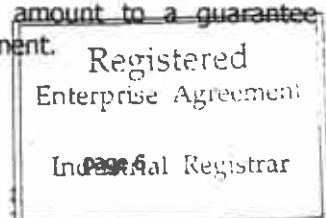


4 - PREAMBLE

- a) The Parties agree the objectives of this Agreement are to facilitate the:
- i) efficiency and productivity of the Company's business for the benefit of its employees, customers, shareholders and community at large;
 - ii) profitable manufacture of the highest quality products at the lowest cost;
 - iii) development and maintenance of a harmonious and mature consultative relationship.
- b) The Parties recognise that important in achieving these objectives is
- i) a working environment in which all employees are involved in decisions affecting them, care about their jobs and each other, have the opportunity to achieve their full potential, take pride in themselves and their work and benefit from the success of their efforts;
 - ii) the need for flexibility of jobs and duties within and between work areas, subject only to limitations imposed by individual skill levels.
- c) The Parties to this Agreement therefore agree:
- i) that the Parties will work co-operatively towards the objectives of the Agreement for all the company's employees;
 - ii) that employees will carry out all duties as are within the limits of their skill, competence and training
 - iii) that the Parties will take all steps necessary to avoid any action which disrupts continuity of production by resolving concerns effectively and speedily through use of the consultative mechanism and an agreed dispute settlement procedure;
 - iv) that employees will co-operate in the implementation of quality assurance techniques;
 - v) that employees will participate positively in a full audit of the workforce's skills;
 - vi) all unions are to form and act as a single bargaining unit;
 - vii) that employees will assist with training other employees in accordance with guidelines developed by the Parties;
 - viii) the practise that occurs at Lismore site which allows employees to transfer between sections or departments will continue.
 - (ix) Norco shall take steps to ensure that the enterprise has the benefit of a stable and committed workforce.

Such steps include:

- (a) Measures to protect the employees' accrued entitlements, for example industry funds.
- (b) Measures to increase the security of employees' employment. The parties recognise that the Company's commitment does not amount to a guarantee of no redundancies during the life of the Agreement.



(c) Where commercially sensible, increase its investment in the productive capacity of the enterprise.

(d) Measures aimed at ensuring that employees are appropriately trained in all aspects of work including occupational health and safety.

The Company will maintain the direct employer/employee relationship with its workforce, otherwise than as specified elsewhere in this Agreement.



5 - CONTRACT OF EMPLOYMENT

- (i) An employee shall be engaged either fulltime, part-time or casual and each employee shall be notified before commencing work the of nature of their employment with the company.
- (ii) For all employees (other than casuals) employment shall be terminated with a week's notice on either side, or the forfeiture of a week's pay in lieu of notice as the case may be.
- (iii) Casual Employee shall mean an employee engaged by the hour.
 - (a) 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%.
 - (b) Casual employees shall be guaranteed four (4) hours pay at the casual rate for each start.
- (iv) The parties to this Agreement will work towards minimising the use of casuals and labour hire, as far as is practicable.

Casual employees may be employed by the company for the purpose of carrying out unplanned work requirements and covering absenteeism, peak workloads and project work. If a casual employee has worked continuously for a maximum of six months, that employee's employment will be formally reviewed, by management and an appropriate union representative.

The formal review will determine whether the job is required on an ongoing basis. If the job is required on an ongoing basis the employee will be made permanent.

If the company believes that there may not be ongoing permanent employment, the 6 month period may be extended by agreement with the parties to the Agreement.

Permanent manning levels will be reviewed on a 3 monthly basis by the parties to the Agreement.

A break in an employee's continuity of service will not occur simply to avoid provisions of this clause.

- (v) To meet production requirements from time to time Norco may require a pool of casual labour employed by a Labour Hire Company.

Labour hire staff will only be employed to cover absenteeism, unplanned work requirements, peak work loads (not including seasonal sustained peaks) and special projects.

A Labour Hire Company will employ staff on the following terms:-

- (a) The wages, terms and conditions paid to employees of the Labour Hire Company shall be those contained in this Agreement. The wage rate increase for labour hire workers is effective from the date of employee approval of the Agreement.
- (b) After 3 months employment at Norco for the Labour Hire Company, the employee's engagement will be formally reviewed. That review will determine whether Norco's labour requirements warrant the employee being transferred to Norco's employment.

- (vi) The Company shall directly employ maintenance employees to carry out the routine maintenance work associated with the efficient running of the Company's production operations. Contractors/Labour Hire shall only be hired for absenteeism, long service leave, special projects and peak workloads at conditions no less advantageous than apply to Norco Employees.

Maintenance employees will be trained/skilled as appropriate to ensure an on-going knowledge is acquired for the routine maintenance of all current and future equipment.

- (vii) Other Contractors shall be used for special projects. It will be a term of their contract with Norco that they comply with all necessary legal requirements.

- (viii) Part-time Employee A Part Time employee is a person, paid weekly, with a contract of employment based on less than 38 hours per week. Norco will provide a minimum of 20 hours per week, with work done on any day that exceeds 8 hours to be paid at the appropriate penalty rates. Hours of work should be notified the previous day and to be based on a weekly schedule. 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. A part time employee shall receive all the benefits of a weekly employee in proportion to the hours they work.

Numbers of Part-time employees will form part of the three monthly manning level reviews (referred to in clause 5). If a Part-time employee has worked an average of thirty eight hours during a six month period that employee's employment will be formally reviewed by management and the appropriate union representative.

- (ix) Weekly Employee shall mean an employee paid by the week.
- (x) Salaried Employee shall mean an employee paid monthly, who receives an annual salary as per the terms of clause 7(iii).
- (xi) This Clause shall not affect the right of the company to:-
- (a) 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;
- (b) 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.

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6 - DEFINITIONS

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

- (i) Day worker shall mean an employee whose ordinary hours of duty are worked in accordance with subclauses (i) and (ii), of Clause 9 - Hours of Work, of this Agreement.
- (ii) Shift worker shall mean an employee, other than a day worker, working on a one, two or three shift system.
- (iii) Union shall mean the Australasian Meat Industry Employees' Union, Newcastle and Northern Branch and/or the Automotive Food Metals and Engineering Union, New South Wales Branch and/or the Electrical Trades Union of Australia, New South Wales Branch.
- (iv) Freezing room employee shall mean a person who is employed in a freezing chamber or outside such chamber at a port or enclosed chute leading therefrom.
- (v) Freezing chamber shall mean an artificially cold chamber the temperature of which is less than minus 1 degree Celsius (30.2 degrees Fahrenheit).

7 - WAGES

(i) Adults

The minimum rates of wages for adult weekly employees during the life of this Agreement, including the basic wage in the undermentioned gradings, are set out in Part B as follows:-

Production Employee 1	Item 1
Production Employee 2	Item 2
Production Employee 3	Item 3
Production Employee 4	Item 4
Foreperson	Item 5
Employees Grading and Taking Delivery of Milk at Farms	Item 6
Maintenance Employee 1	Item 7
Maintenance Employee 2	Item 8
Maintenance Employee 3	Item 9
Maintenance Employee 4	Item 10

(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) Annualised Salaries

Annualised salaries may be introduced for employees in parts of the operation during the life of this Agreement. The terms upon which the annualised salaries will be introduced will be determined by agreement between the Company, the employees and their Union Official in the relevant part of the operation.

(iv) Wage Increases related to this Agreement

This agreement will provide for three wage increases. The first is a 3% rate increase effective from the 1/1/99. The second increase is 2% and is effective from 30/6/99. In relation to this increase the parties agree to establish a committee that will identify KPI's as well as establishing dates, times, monitoring processes and measuring criteria for those KPI's. Should this committee have this process completed and signed off prior to 30/6/99 then the 2% will be paid on the date of signing off. The third increase is divided into two components and is payable twelve months from the date the KPI committee sign off the agreed KPI's (or the 30/6/2000, which ever comes first). The first component is a 1.5% increase upon the achievement of the KPI's (note: should they not be achieved a pro rata amount will be paid dependant on the percentage of KPI's achieved). The second component is a 1.5% increase guaranteed. In relation to this increase the KPI committee commits to having identified and agreed on the KPI's for the next EBA.

Note: The minimum pay rise for the life of this Agreement is 6.5%, the maximum is 8%.

(viii) An employee operating a pedestrian stacker under conditions specified in subclause (iii) of 13 - Industry Conditions, of this Award, shall be paid an additional amount at the rate per week set out in Item 23 of Table 3.

(ix) An employee operating a pedestrian stacker shall be paid an additional amount at the rate per week set out in Item 24 of Table 3.

(x) An employee operating a pedestrian fork lift shall be paid an additional amount at the rate per week set out in Item 25 of Table 3.

(xi) First Aid Allowance

An employee who has been trained to render first-aid and who is the current holder of an appropriate first aid qualifications (such as a certificate from St John Ambulance or similar body) shall be paid the rate as set out in Item 26 of Table 3 if he or she is appointed by the company to perform first aid duty.

(xii) Laundry Allowance

The company may launder employees clothing or provide washing facilities for the use of employees in working time to wash clothing. If the company decides not to provide the facilities or launder employee's clothing, then each employee shall be paid a rate per week set out in Item 27 of Table 3.

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(iii) All employees:

- (a) Notwithstanding other provisions of this clause the company may implement a thirty eight hour week, based on the needs of the business, in any one of the following ways:
- (1) One day off after 19 days (when the provisions of Clause 10 - Thirty Eight Hour Week, of this Award shall apply), or
 - (2) Any other agreed method of implementation.
- (b) The company shall advise the Secretary of the respective Union, of details of the hours of work from time to time effective, for day workers and shift workers.



9 - HOURS OF WORK

(i) Day Workers:

- (a) 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 6 pm.
- (b) 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.
- (c) By arrangement between the Parties and the majority of employees concerned, ordinary hours not exceeding twelve (12) on any day may be worked subject to:
 - 1. The Parties being guided by the occupational health and safety provisions of the ACTU Code of Conduct for 12 hour shifts;
 - 2. suitable roster arrangements being made; and
 - 3. proper supervision being provided.
- (d) Before any vote is taken by employees in the Ice Cream and Freezer Room Section, under this clause, the particular occupational health and other needs of the Freezer Hands will be taken into account.
- (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:

- (a) The ordinary working hours of shift workers shall not exceed an average of:
 - (i) thirty eight per week; or
 - (ii) seventy six in fourteen consecutive days; or
 - (iii) one hundred and fourteen in twenty-one consecutive days; or
 - (iv) one hundred and fifty two in twenty-eight consecutive days.
- (b) Notwithstanding the spread of hours prescribed for day workers by subclause (i) (a) of this clause, the company and the unions, Parties to this Agreement, may implement mutually agreeable shiftwork provisions in any work unit to meet the circumstances of that work unit.
- (c) Notwithstanding anything elsewhere contained in this clause the start time of shift workers may be varied by the company with seven days notice, or otherwise with the agreement of the majority of employees in the work unit for the purposes of meeting the company's needs.

10 - THIRTY EIGHT HOUR WEEK

Subject to Clause 9 - 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:

- (a) 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.
- (b) The company shall prepare a roster of days to be taken off as leisure time which will always remain as a notice of advice.
- (c) The company, with the agreement of the employees concerned, may substitute the day employee(s) are to take off for another day.
- (d) 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.
- (e) 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.
- (f) For the purposes of leisure time all allowances (except shiftwork allowances) shall be paid as actually worked.
- (g) All accrued credits as a result of the 0.4 hours credit towards leisure time will be paid out on the termination of each employee's employment.
- (h) 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.
- (i) 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.

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11 - MEAL BREAKS

- (i) Day workers shall be allowed not less than thirty minutes nor more than one hour between the hours of 11.00 am and 2.30 pm 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 or before 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 28 of Table 3.

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 s/he 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 13 - Overtime, of this Award.

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12 - SHIFT ALLOWANCE AND SHIFT WORKERS

(i) Dairy Production and Maintenance 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 7 - Wages, of this Award, for each shift be paid allowances as set out in the following items of Table 3:-

- | | | | |
|-----|---------------------|---|---------|
| (a) | Early Morning Shift | - | Item 29 |
| (b) | Afternoon Shift | - | Item 30 |
| (c) | Night Shift | - | Item 31 |
| (d) | Fixed Night Shift | - | Item 32 |

(ii) Maintenance Employees who are shift workers:

- a) for work in a period of less than five successive afternoon or night shifts shall be paid for each shift as set out in Item 33 of Table 3 for the first three hours thereof and the allowance as set out in Item 33 for the remaining hours thereof in addition to his/her ordinary rate;
- b) 1. during a period of engagement on shift works night shift only; or
2. remains on night shift for a longer period than four consecutive weeks; or
3. works on night shift which does not rotate or alternate with another shift or with day work so as to give him or her at least one third of his or her working time off night shift in each shift cycle, shall during such engagement period or cycle be paid an allowance as set out in Item 34 of Table 3 for all time worked during ordinary working hours on such night shift.

(iii) For the purpose of this Clause

- (a) Early morning shift shall mean a shift finishing after 9.00 a.m. and before 2:00 pm and for the purposes of preparing mixers may commence at 4am.
- (b) Afternoon shift shall mean a shift finishing after 6:00 pm and at or before midnight.
- (c) Night shift shall mean a shift finishing subsequent to midnight and at or before 9:00 am.

13 - INDUSTRY CONDITIONS

Working in Cold Temperatures -

(i) Other than Freezer Room Employees

- (a) Any employee working in an area at an artificially reduced temperature of less than two degrees Celsius shall be paid an allowance as set out in Item 35 of Table 3 or for each hour or part thereof.
- (b) Any employee working in an area at an artificially reduced temperature of less than minus one degree Celsius shall be paid an allowance as set out in Item 36 of Table 3 per hour or part thereof.
- (c) If the temperature goes below minus eighteen degrees Celsius after an hour of duty the employee shall be entitled to refuse to work in such room unless the employee is classified as a freezing room employee under the following conditions.

(ii) Freezing Room Employees

- (a) Each employee shall have been medically selected as fit to work in extremely cold conditions.
- (b) The company shall make available free of charge for the use of each employee, freezer boots, coats, caps and gloves, including inner gloves if required.
- (c) Any employee working in an area at an artificially reduced temperature of less than minus sixteen degrees Celsius shall be paid an allowance as set out in Item 37 of Table 3 per hour or part thereof.
- (d) Any employee working in an area at an artificially reduced temperature of less than minus twenty degrees Celsius shall be paid an allowance as set out in Item 38 of Table 3 per hour or part thereof.
- (e) Any employee working in an area at an artificially reduced temperature of less than minus thirty degrees Celsius shall be paid an allowance as set out in Item 39 in Table 3 per hour or part thereof.
- (f) Employees required to work in temperatures of less than minus twenty degrees Celsius shall be allowed reasonable breaks from such work outside the freezing chamber.

(iii) General

- (a) The allowances provided in this Clause shall not apply unless the temperature remains at the prescribed level for at least one hour after commencing work.
- (b) Time worked which on any day is less than thirty minutes in the aggregate shall be disregarded.
- (c) An employee who is overheated through working outside shall be allowed time to cool off before being required to work in a temperature artificially reduced below two degrees Celsius.
- (d) For the purpose of this Clause the temperature of a room shall be the temperature of the colder part of such room.
- (e) The company and the Union may agree to incorporate cold temperature allowances in the weekly rate for employees, regard being paid to the time actually spent in freezing rooms, in lieu of the specific payments by this Clause.
- (f) The amounts provided by this Clause each stand alone and are not cumulative.



(iv) Method of Measuring Temperature

"The method of measuring artificially reduced temperatures shall be to place a thermometer at a height of 1.2 metres in the centre of the work area at least one hour after starting work".

Supply of Protective Clothing, Knives and Accessories.

- (v) The company shall each year supply, free of cost, two sets of uniforms and head covers to each employee; provided that if an employee can show to the company's satisfaction that his/her clothing is subject to excessive wear and tear because of duties entailed in the position the company shall supply to the employee such additional clothing as is reasonably necessary; provided that substitute clothing not less favourable, may by agreement between the company and the Union be provided in lieu of the overalls.
- (vi) Each employee required to work in a room wherein the temperature has been artificially reduced below two degrees Celsius (35.6 degrees Fahrenheit), shall be supplied, free of cost, with suitable warm clothing for use in such work. "Suitable warm clothing" means freezer suit or jacket, boots, gloves and cap or balaclava.
- (vii) Where the duties of an employee require the use of gloves they shall be supplied free of cost by the company.
- (viii) (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 shall not be required to supply to the employee gumboots pursuant to paragraph (a), of this subclause.
- (ix) 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.
- (x) Upon termination of employment an employee shall be required to return to the company the articles last issued to he/she 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 by he/she to the employee a fair and reasonable sum for the value of such articles as at the time of the termination of employment.

14 - OVERTIME

- (i) 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) 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.
- (iii) 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.
- (iv) An employee who is called back to work overtime after leaving the company's premises (whether notified before or after leaving the premises), shall be paid a minimum of two hours at the appropriate overtime rate for each period so recalled.

(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, 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.

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

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15 - 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.

16 - 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 for in accordance with Clause 14- 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 two 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 12 - Shift Allowances for Shift Workers of this Agreement.

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17 - HOLIDAYS

- (i) The following days shall be holidays for the purpose of this Agreement, and no deduction shall be made from the wages of weekly employees 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 and any day proclaimed and observed as a holiday for the State.
- (ii) In relation to the Picnic Day of the Union, it is to be taken as a day in lieu of a specified day, at any time mutually agreeable to each employee and his/her supervisor.
- (ii) For each holiday which occurs on a working day an employee shall be deemed to have worked such number of ordinary hours as 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:-
 - (a) to give employees two weeks leave of absence per annum at ordinary rates; or
 - (b) 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 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:-

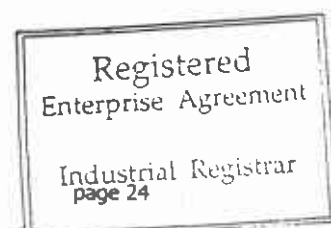
Good Friday, Anzac Day - April 25, and Christmas Day - December 25, time and one-half in addition to the weekly wage.

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 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.

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18 - ANNUAL LEAVE

See NSW Annual Holidays Act, 1944.

19 - 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 Holidays 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: the 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 17 - Holidays, herein, and also excluding days added pursuant to subclause (vi) of the Clause 17, to compensate for public or special holidays falling on an employee's rostered day off not worked) and which commences on or after the date of operation of this Award, or where such a holiday is given and taken in separate periods, then in relation to each such separate period. (NOTE: See subclause (vii) of this Clause as to holidays taken wholly or partly in advance.)
- (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 weekly time rate of pay prescribed by this Award for the classification in which the employee was employed pursuant to subclauses (i), (ii), and (iii) of Clause 7 - Wages, herein, as the case may be, immediately before commencing his/her annual holiday together with, where applicable, the leading hand allowances pursuant to subclause (iv) 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 7, but shall not include the shift allowances prescribed by Clause 12 - Shift Allowances for Shift Workers, herein, the rate for Saturday and Sunday ordinary work pursuant to subclauses (i) and (iii) of Clause 16 - 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 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:-
 - (a) 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;
 - (b) 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 s/he under the Act such proportion of the loading that would have been payable to s/he under this Clause if he 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 became entitled, shall be paid a loading calculated in accordance with subclause (vi) for the period not taken.
- (b) Except as provided 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 (iii) of Clause 9 - Hours of Work, of this Award, if 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 12 - Shift Allowances for Shift Workers, herein, and the rates for Saturday and Sunday shifts pursuant to Clause 16 - Saturday and Sunday Work, herein, for ordinary shifts which would have worked according to shift roster, if had not been on annual holiday (not including time on a public or special holiday pursuant to Clause 17 - 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.

20 - LONG SERVICE LEAVE

See NSW Long Service Leave Act, 1955.

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21 - SICK LEAVE

- (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 rate 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 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 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.
 - (d) An employee with more than 12 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 Agreement 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 paragraph (d) of sub-clause (i) 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.
- (iii) For the purpose of this Clause, continuous service shall be deemed not to have been broken by:-
- (a) any absence from work on leave granted by the company; or
 - (b) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee).

22 - PAYMENT OF WAGES

- (i) All employees shall be paid weekly in the company's time not later than Friday of each week; provided, however, that the pay period specified herein may be varied at any time by agreement between the Union and the company, but at no time will the company hold more than two days in hand.
- (ii) The company may elect to pay the employee by cheque, direct deposit to personal account by electronic funds transfer or cash.

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23 - REST PAUSES

- (i) A rest pause of ten minutes each forenoon and a rest pause of ten minutes each afternoon shall be allowed each day worker, for all employees except Rural Stores, Administration and Feed Mill employees who will receive one 10 minute break.
- (ii) 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.
- (iii) 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.
- (iv) Rest pauses shall be counted as time worked and shall be paid for as such.

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24 - ACCOMMODATION

- (i) 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.
- (ii) The company, with the co-operation of the employees, shall cause all accommodation to be kept in a clean and sanitary condition.
- (iii) Accommodation for females shall be separate from that of males.

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25 - BEREAVEMENT LEAVE

- (i) 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.

- (ii) For the purpose of the clause, "near relative" means a parent or step-parent, spouse (including de facto), 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.

26 - FAMILY LEAVE

1. Use of Sick Leave

- 1.1 An employee with responsibilities in relation to a class of person set out in 1.3(ii) who needs their care and support shall be entitled to use, in accordance with this sub-clause, 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:
- (i) the employee being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being;
 - (a) a spouse of the employee; or
 - (b) 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
 - (c) 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
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph;
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- 1.4 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 (ii) above who is ill.

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3. Annual Leave

- 3.1 To give effect to this clause, but subject to the Annual Holidays 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.

27 - PARENTAL LEAVE

See NSW Industrial Relations Act 1996.

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28 - TRADE UNION TRAINING LEAVE & UNION RECOGNITION

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 4 days leave with pay each calendar year non-cumulative to attend courses conducted by the union or approved training.
- (i) Such courses shall be designed and structured with the objective of promoting good industrial relations.
- (ii) Consultation may take place between the parties.
- (b) For the purposes of this clause an accredited representative of the union shall mean a delegate or co delegate duly elected in accordance with the union's rules.
- (c) 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:-
- (i) the name of the employee seeking the leave;
- (ii) the period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
- (iii) the title, general description and structure of the course to be attended and the location of where the course is to be conducted.
- (d) 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.
- (e) The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations.
- (f) Norco 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 Agreement classification rate including supplementary payments, shift work loadings where relevant plus over Agreement payments where applicable.
- (g) 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.
- (h) Employees on request by their employer shall provide proof of their attendance at any course within 14 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.
- (i) 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 21, Sick Leave.
- (j) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.
- (k) Any dispute as to any aspect of the operation of this clause shall be resolved in accordance with the dispute settlement procedure of this Agreement.

Union Recognition

- (a) Upon the giving of reasonable notice, an official or officer of the union/s shall have the right to enter Norco's establishment at any time during working hours for the purposes of conducting union business and matters incidental to union business.
- (b) The employer shall recognise appointed union delegates in the enterprise upon notification by the union to which the employee belongs. The union delegates shall be allowed reasonable time during working hours to interview employees and the employer or the employer's representative on matters affecting employees whom they represent. The delegates shall be allowed an adequate and private meeting place and reasonable time during working hours to interview a union official for their union on legitimate union business.
- (c) Should the Company believe that the rights set out in this clause are being abused the matter will be dealt with pursuant to the Dispute Resolution Procedure.

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29 - 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

- (a) "Scheme" means any fund, the trust deed of which meets the Commonwealth Government's Standards for Occupational Superannuation.
- (b) "Employee's ordinary weekly earnings" means the Agreement classification rate including any over-award, supplementary payment and shift premium components.

ii) Contributions

Norco 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, nominated by the employee:

- (a) Superannuation Trust of Australia
- (b) Norco Superannuation Fund
- (c) Norco Employees Superannuation Fund
- (d) Meat Industries Employees Superannuation Fund
- (e) ASSET Superannuation Fund

The percentage is currently 7% and will increase to 8% in the financial year 2000/1.

iii) 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.



30 - 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.

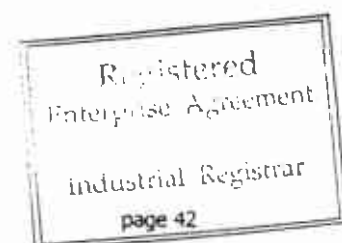
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31 - DISPUTE SETTLEMENT PROCEDURE

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)
 - (a) 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.
 - (b) 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.
 - (c) 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.
 - (d) If the matter is still unresolved, the Union Secretary or his/her representative will confer with Senior Management of the company.
 - (e) 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 obviously would not proceed.



32 - 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.

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33 - CONSULTATIVE MECHANISM

Each plant, depot or business unit of the Company shall establish a consultative mechanism and procedures appropriate to its size, structure and needs for consultation and negotiation on matters affecting its efficiency and productivity.

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34 - TRAINING

Training and Skills Development

During the life of this Agreement the parties will review the classifications in the Dairy Production and Maintenance areas with the aim of moving to a competency based skill structure. This process will involve broadly the following steps:

- a) A training committee will be elected for each area ie: Dairy Production and Maintenance.
- b) A training policy will be developed by the parties to the Agreement.
- c) The training committee will complete an analysis of the tasks and the skills required in their area of responsibility.
- d) A classification structure for each area will be developed by the Training Committee and agreed by the parties to the Agreement using the information obtained in c) above.
- e) A skills audit will be conducted to ascertain individual training plans.
- f) An overall site training plan will be developed by the training committee.
- g) A pay structure will be developed based on the agreed structure for each area. Such agreement will be made between the parties to the Agreement.

Training shall be provided by accredited training providers agreed between the parties to the award. If no agreement as to the appropriate training provider can be reached within 1 week of the matter being raised, the union parties will, within a further week, present a list of 3 accredited training providers (from separate entities) to the Company and the Company shall select one of those providers.

Workplace Trainers and Workplace Assessors will be selected by the training committee.

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35 - TERM OF AGREEMENT

This Agreement shall be read in conjunction with the Norco Co-operative Consent Enterprise Award 1996-1998. To the extent of any inconsistency between this Agreement and the Award, the terms of this Agreement will override the Award.

It shall apply to all employees of the Norco Co-operative in the State of New South Wales employed at Lismore and Casino, in the classifications specified herein.

It shall take effect from the date of registration and shall remain in force for a nominal term ending on 30 June 2000.

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36 – REDUNDANCY

- a) Where Norco has made a decision that it no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to the termination of employment, Norco will hold discussions with its employees directly affected and with their union.
- b) The discussions will take place as soon as is practicable after the employer has made a definite decision, which will invoke the provisions of paragraph (a) hereof and will cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse affects of any terminations on the employees concerned.
- c) The Unions and Norco Cooperative Limited agree that there is a positive obligation upon an employee not to reasonably refuse to accept transfer, reclassification, relocation and the obligation to retrain in the interest of continuing employment.
- d) For the purposes of the discussion Norco will, as soon as practicable after making a decision but before any terminations, provide in writing to the employees concerned and their union, relevant information about the proposed terminations including: the reasons for the proposed terminations, the number and the categories of employees likely to be affected, and the number of workers normally employed and the period over which, or the time when the terminations are likely to be carried out. Provided that Norco will not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interest.
- e) A redundant employee will receive the benefits of the Redundancy Agreement if they remain employed until the date of termination advised by Norco and if their employment does not terminate on or prior to the advised termination date due to misconduct, abandonment of employment, retirement at normal retirement date, prolonged absenteeism, neglect or refusal of duty, or voluntary resignation by the employee for any reason.
- f) "A week's pay" in the Redundancy Agreement means the ordinary time rate of pay for the employee concerned excluding overtime, shiftwork and other payments and allowances.
- g) The Redundancy Agreement provides benefits as follows:
 - I. Four (4) weeks notice or pay in lieu if notice is not given provided that employment may be terminated by part of the period of notice and part payment in lieu thereof
 - II. A severance payment based on 3 weeks pay for each completed year of service or part thereof in excess of 6 months after 12 months continuous service, provided the maximum payment will not exceed 56 weeks pay.
 - III. Payment in lieu of severance payment will not in total exceed the ordinary pay, which the employee would have earned if employment with Norco Cooperative had proceeded to the employee's normal retirement date on the existing ordinary rate of pay.
2. Payment of unused sick leave entitlements.
3. A member of a Norco Cooperative superannuation plan will receive the benefits as per the Trust Deed.
4. Long Service Leave payments in accordance with the provisions of the Long Service Leave Act of NSW.

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5. In the event of redundancies, employees will be chosen according to their skill level and production requirements with consideration to length of continuous service with the Cooperative.
- h) The provisions of this clause remain in force for the life of the agreement after which time it continues until renegotiated between the unions and Norco Cooperative Ltd.

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Norco Co-operative Manufacturing Division Enterprise Agreement

PART B
MONETARY RATES

Table 1 - Wage Rates for Dairy Group

ITEM	CLAUSE	DESCRIPTION	JAN 99 3%	EST KPIs 2% on sign off or 30/6/99 whichever first.	1.5% 12 months from sign off of KPIs or 30/6/2000	1.5% 12 months from sign off. Based on achievement of KPI's
1	7	Production Employee 1	459.59	468.78	475.81	482.95
2		Production Employee 2	475.04	484.54	491.81	499.20
3		Production Employee 3	485.44	495.15	502.58	510.10
4		Production Employee 4	500.68	510.69	518.35	526.10
5		Foreperson	514.07	524.35	532.22	540.20
6		Employees Grading/Taking delivery of Milk at Farms	523.45	533.92	541.93	550.05

Table 2 - Wage Rates for Maintenance Group

ITEM	CLAUSE	DESCRIPTION	JAN 99 3%	EST KPIs 2% on sign off or 30/6/99 whichever first.	1.5% 12 months from sign off of KPIs or 30/6/2000	1.5% 12 months from sign off. Based on achievement of KPI's
7	7	Maintenance Employee 1	490.69	500.50	508.01	515.60
8		Maintenance Employee 2 *	530.45	541.06	549.18	557.40
9		Maintenance Employee 3 #	555.69	566.80	575.30	583.90
10		Maintenance Employee 4 #	582.67	594.32	603.23	612.30

Note tool allowance of \$9.90 where applicable for trades people and electricians licence allowance of \$23.90 to be added to these rates for electricians for all purposes. Note the final 1.5% increase is based upon the achievement of agreed KPI's. Should the KPI's not be achieved a pro rata amount will be paid dependant on the percentage of KPI's achieved. This payment will be made 12 months from the date KPI's are signed off or 30/6/2000, which ever comes first.

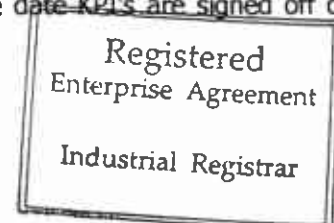


Table 3 - Other Rates and Allowances

ITEM	CLAUSE	DESCRIPTION	RATE \$
11	8 i)	Production Leading Hand - 3-10 employees	15.00/week
12	8 i)	Production Leading Hand - More than 10 employees	25.00/week
13	8 i)	Maintenance Leading Hand - 3-10 employees	18.60/week
14	8 i)	Maintenance Leading Hand - 11-20 employees	27.80/week
15	8 i)	Maintenance Leading Hand - more than 20 employees	35.30/week
16	8 ii) 1	Driver of semi-trailer single axle	18.80/week
17	8 ii) 2	Driver of semi-trailer more than one axle	22.90/week
18	8 iii)	Clearing or cleaning drying boxes - Wet Clean - Dry Clean	.33c/ hr .33c/hr
19	8 iv)	Operating more than 2 condensers, evaporating pans or ovens	2.43/week
20	8 v)	Washing condenser pans, condenser or vacuum holding vats or evaporators	0.10/fast clean, 0.38/full clean
21	8 vi)	Junior employees operating the majonnier test	4.30/week
22	8 vii)	Junior employees working in a lab, other than one employed as a cleaner or bottle washer	2.60/week
23	8 viii)	Operating a Pedestrian Stacker in Cold	6.80/week
24	8 ix)	Operating a Pedestrian Stacker	5.00/week
25	8 x)	Operating a Pedestrian Forklift	3.70/week
26	8 xi)	First Aid Allowance	8.50/week
27	8 xii)	Laundry Allowance	4.00/week
28	11 iv)	Meal Allowance	8.40/meal

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PART B

MONETARY RATES cont'd

Table 3 - Other Rates and Allowances (continued)

ITEM	CLAUSE	DESCRIPTION	RATE \$
29	12 i) a)	All Employees - Early Morning Shift	15% extra per shift
30	12 i) b)	All Employees -Afternoon Shift	15% extra per shift
31	12 i) c)	All Employees - Night Shift	30% extra per shift
32	12 i) d)	Dairy Production Employees - Fixed Night Shift	1.00 extra\shift
33	12 ii) b)	Maintenance Shift for less than five successive shifts – Employees - Afternoon or Night first 3 hours - thereafter	50% extra 100% extra per shift
34	12 ii) c)	Maintenance Employees - Non-rotating Night Shift	30% extra per shift
35	13 i) a)	Work in less than 2 degrees Celsius	0.13/hour
36	13 i) b)	Work in less than minus 1 degrees Celsius	0.23/hour
37	13 ii) c)	Freezing Room Employees - work in less minus 16 degrees Celsius	0.32/hour
38	13 ii) d)	Freezing Room Employees - work in less than minus 20 degrees Celsius	0.61/hour
39	13 ii) e)	Freezing Room Employees - work in less than minus 30 degrees Celsius	0.79/hour

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APPENDIX 1 - DAIRY GROUP CLASSIFICATION STRUCTURE

Note - Classification structure set out below will be subject to alteration in line with the provisions of clause 34.

i) Production Employee 1 is an employee appointed by the company to this grade who shall be required to perform any one or more of the functions within this grade.

- (a) General Hand
- (b) General Hand -Laboratory
- (c) Packer
- (d) Machine Operator
- (e) Gardener
- (f) Employee responsible for cleanliness of plant and factory.

Packer means an employee cutting product by wire for bulk packing, feeding product into packing machine, weighing, wrapping in bulk, boxing in bulk, ramming, handling finished product into storeroom and stacking and unstacking in storeroom.

General Hand (Laboratory) means an employee engaged in a laboratory washing bottles, labelling containers for samples and performing general cleaning duties.

ii) Production Employee 2 is an employee appointed by the company to this grade who shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained under Production Employee 1.

- (a) Tally, Record and Dispatch Hand (Plants & Depots)
- (b) Evaporator Operator (Single Effect)
- (c) Ice Cream Mix Maker or Machine Operator
- (d) Syrup Maker
- (e) Head Packer
- (f) Special By-Product Machine Operator
- (g) Milk Drier Operator (Roller)
- (h) Milk & Cream Tester
- (i) Pasteuriser and/or Cooler and/or Tanker Flowmeter Operator
- (j) Spray Milk Drier Operator's Assistant
- (k) Operator Carton or Bottling Machine
- (l) Cultured Product Maker
- (m) Forklift Operator
- (n) Storeperson
- (o) Freezing Room Employee

Milk and/or Cream Tester means an employee determining by any test the purity and fat content of milk and/or cream.

Cultured Product Maker means an employee who mixes and cultures product, measures P.H. and controls hot and cold water and is in direct control of the process.

iii) Production Employee 3 is an employee appointed by the company to this Grade who shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained under Production Employee 1 and 2.

- (a) Storeperson in charge
- (b) Milk Drier Operator (Spray)
- (c) Assistant Cheesemaker
- (d) Milk & Cream Grader
- (e) Laboratory Assistant
- (f) Multi-Function Pasteuriser Operator I

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Milk and/or Cream Grader means an employee determining by sight, scent, taste, or other means the quality or grade of milk and/or cream.

Storeperson in Charge means an employee who is responsible for store and records and/or purchasing replacements and/or in charge of other employees in the store.

Multi-Function Pasteuriser Operator I means an employee directly responsible for the receipt and preparation of milk ready for further product processing and is responsible for some basic analytical testing as is required by recognised Industry Standards.

iv) **Production Employee 4** is an employee appointed by the company to this grade who shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained under Production Employee 1, 2 and 3.

- (a) Cheesemaker
- (b) Evaporator Operator (Multiple Effect)
- (c) Butter or Butter oil Maker
- (d) Laboratory Person in Charge
- (e) Ice Cream Control Room Operator
- (f) Multi-Function Pasteuriser Operator II

Buttermaker means an employee directly controlling the processes of the manufacture of butter and who performs and/or directly supervises the actual process of manufacture after buttermilk has been drained from the churn.

Cheesemaker means an employee directly controlling the processes of the manufacture of cheese and who performs and/or directly supervises the addition of ingredients to milk, setting and cutting and making of tests.

Ice Cream Control Room Operator means an employee directly controlling the processes of the manufacture of ice cream and who knows formulas, weighs off, formulates and directly supervises the process of manufacture

Multi-Function Pasteuriser Operator II means an employee directly responsible for the receipt and preparation of milk ready for further product processing and is responsible for the full range of chemical analysis of product as is required by recognised Industry Standards.

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APPENDIX 2 - MAINTENANCE GROUP CLASSIFICATION STRUCTURE

Note - Classification structure set out below will subject to alteration in line with the provisions of clause 34.

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 an employee at Production Employee 3 and to the level of their training:

- a) Works from complex instructions and procedures;
- b) Assists in the provision of on-the-job training to a limited degree;
- c) Co-ordinates work in a team environment or works individually under general supervision;
- d) 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 (Certificated);
- * Inventory and Store control including;
 - licenses 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 a Production Employee 3;
- * 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 3;
- * 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;
- * Operate non-trade tasks incidental to their work;
- * Performs 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.
- * Provide 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:

- a) Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by the Implementation Manual.
- b) Provides trade guidance and assistance as part of a work team.

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- c) Assists in the provision of training in conjunction with supervisors and trainers.
- d) Understands and implements quality control techniques.
- e) Work 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 terminals 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.



Signed for and on behalf of
Norco Co-Operative

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19.4.99
Date

[Signature]
Witness

Signed for and on behalf of
Australasian Meat Industry Employees'
Union Newcastle & Northern Branch

[Signature]
Signed

28-4-99
Date

K Mitchell
Witness

Signed for and behalf of
Automotive, Food, Metals
& Engineering Union

[Signature]
Signed

06 MAY 99
Date

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Witness

Signed for and on behalf of
Electrical Trades Union Of
Australia New South Wales Branch

BRI
Signed

18/5/99
Date

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