



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Norco Cooperative Limited
(AG2015/3939)

NORCO CO-OPERATIVE LIMITED RALEIGH FOODS (NSW OPERATIONS) EMPLOYEE COLLECTIVE AGREEMENT 2014-2017

Manufacturing and associated industries

SENIOR DEPUTY PRESIDENT DRAKE

SYDNEY, 6 AUGUST 2015

Application for approval of the Norco Co-operative Limited Raleigh Foods (NSW Operations) Employee Collective Agreement 2014-2017.

[1] An application has been made for approval of an enterprise agreement known as the *Norco Co-operative Limited Raleigh Foods (NSW Operations) Employee Collective Agreement 2014-2017* (the Agreement). The application was made pursuant to s185 of the *Fair Work Act 2009* (the Act). It has been made by Norco Cooperative Limited. The agreement is a single enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] I am satisfied that each of the requirements of ss186, 187 and 188 of the Act as are relevant to the application for approval have been met.

[4] The Australasian Meat Industry Employees Union, the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union, and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, all being bargaining representatives for the Agreement, have given notice under s183 of the Act that they want the Agreement to cover them. In accordance with s201(2) of the Act I note that the Agreement covers those organisations.

[5] The Agreement is approved and, in accordance with s54 of the Act, will operate from 13 August 2015. The nominal expiry date of the Agreement is 31 October 2017.



SENIOR DEPUTY PRESIDENT

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**NORCO CO-OPERATIVE LIMITED
RALEIGH FOODS (NSW Operations)**

**EMPLOYEE COLLECTIVE
AGREEMENT – 2014 - 2017**

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PART A

2. TITLE

The title of this agreement shall be the 'Norco Co-operative Limited Raleigh Foods (NSW Operations) Employee Collective Agreement 2014-2017 otherwise referred to herein as the 'Agreement'.

3. PARTIES BOUND AND COVERED

This Agreement covers:

- Norco Co-operative Limited (referred to in this Agreement interchangeably as “the Company” and “the employer”)
- Employees of the Company engaged to perform work at the Company’s premises located at Raleigh, and who perform work within the classifications in this Agreement (“the Employees”)
- Subject to meeting the relevant requirements of the Fair Work Act 2009 (“the Act”), the following unions (collectively referred to in this Agreement as the “unions”):
 - 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, Clerical, Administrative, Energy, Airlines and Utilities Branch of the Australian Services Union.

4. DURATION

This Agreement shall operate seven days after the date of approval by Fair Work Australia and shall remain in force until **31 October 2017**.

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 AWARDS AND AGREEMENTS

This Agreement operates to the exclusion of any award or any industrial instrument that might otherwise apply to the Employees. For the avoidance of doubt, this Agreement shall supersede and replace all previous agreements applying to the Employees covered by this Agreement.

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.

8. CONTRACT OF EMPLOYMENT

- 8.1 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.
- 8.2 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.
- 8.3 If the employee is to be subject to dismissal as a result of serious misconduct, as defined by 8.5(c) there is no requirement for any notice period to apply.
- 8.4 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:
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 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.

- 8.5 This clause shall not affect the right of the company to:
- (a) Stand down an employee and deduct payment for any day or portion thereof, during which an employee is stood down by the company as a result of serious misconduct.
 - (b) Dismiss an employee without notice as a result of serious misconduct. In such cases wages shall be payable up to the time of dismissal only.
 - (c) Serious Misconduct is misconduct of a serious and wilful nature and is usually conduct of a type that would make it unreasonable to require the company to continue employment of the staff member concerned.

Conduct which may constitute Serious Misconduct includes, but is not limited to, such things as:

- theft;
- violence;
- fraud;
- conviction of a criminal offence during the period of employment, which in the opinion of the company either impacts adversely on the staff member carrying out their duties or adversely on the reputation of the company;
- conduct of a kind which constitutes a significant impediment to the carrying out of a staff member's duties or to the staff member's colleagues carrying out their duties;
- a wilful and serious breach of any of the company's Policies and Procedures;
- wilful disobedience of a lawful and reasonable employer request;
- serious dereliction of the duties required of the position; and

- committing an act or acts of sexual or other harassment of a staff member.

8.6 Where there is a breakdown in machinery or any stoppage of work for which the company cannot reasonably be held responsible, there will be consultation between the company, union delegates and employees to determine an alternative work roster and any standing down arrangements, in order as below:

- (a) Volunteers – those employees who volunteer to take RDO or annual leave time.
- (b) Agency representatives – those persons employed through employment agencies.
- (c) Casuals – those persons employed by Norco on a casual basis.
- (d) Part-time – those persons employed by Norco on a permanent part-time basis.
- (e) Full-time – those persons employed by Norco on a permanent full-time basis.

9. DEFINITIONS

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

- 9.1 Full Time Employee shall mean a permanent employee directly employed by the company for 38 hours per week. Appointment is subject to a three month probationary period.
- 9.2 Part-time Employee shall mean a permanent employee who engaged to work on a part-time basis involving a regular pattern of hours which is less than 38 ordinary hours per week. A part-time employee will be engaged for a minimum of twelve (12) hours per week. A part-time employee will receive all the benefits of a full-time employee on a pro rata basis. A part-time employee will be paid weekly and have a written agreement with the company which is ongoing until terminated by either party per Clause 8 CONTRACT OF EMPLOYMENT. Appointment is subject to a three month probationary period.
- 9.3 Casual Employee shall mean an employee engaged by the hour. There is no guarantee of regular hours or ongoing employment for a casual employee.
- 9.4 Day worker shall mean an employee whose ordinary hours of duty are worked in accordance with Clause 12 HOURS OF WORK, of this Agreement.
- 9.5 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:

At the dates provided in the Wages tables 1-4	2.5%
at first pay period on or after 1 November 2015	3.25%
at first pay period on or after 1 November 2016	3.25%

increases shall be compounding.

10.2 Skills Matrix

- (a) 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.
- (b) A review of the skills matrix for production and distribution is to commence within 6 months of the approval of this agreement and a draft document is to be provided to employees within 12 months of approval of the agreement. This review is to occur with the aim to create one combined skills matrix for the production and distribution roles.

10.3 Performance Related Bonuses

- (a) A once off payment will be calculated as a percentage of ordinary and overtime payments made to each employee during each four (4) month period during the term of the Agreement. The bonus is to be paid not later than six weeks after the end of the reporting period and 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 1.5%, the bonus percentage shall be nil.
 - Where the key performance indicator measures an outcome of between 1.5% and 4.5%, then the bonus percentage shall be the quantum above 1.5%.
 - Employee's maximum bonus capped at 3%.
 - Each quarter of key performance indicators is independent and there is no carry over to the next quarter.
 - The once off payment will be made only to permanent employees who are in the employ of the company at the date of payment. The Consultative Committee shall advise whether any bonus payable will be paid on an individual or team basis.
 - Part-time permanent employees will receive any bonus earned under this Agreement on a pro-rata 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.

- 10.4 The Consultative Committee shall be supplied with a budget of \$10,000 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.

- 10.5 The KPI Committee will be structured as per clause 33. Committees.

10.6 Basic Wage

(a) Adults

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

Table 1 - Wage Rates for Production Group

First pay period on or after:

ITEM	CLAUSE	DESCRIPTION	1 Nov 2014 2.5%	1 Nov 2015 3.25%	1 Nov 2016 3.25%
1	10	Production Employee Grade 1 (b)	\$871.16	\$899.47	\$928.70
2		Production Employee Grade 1 (a)	\$900.59	\$929.85	\$960.07
3		Production Employee Grade 2	\$920.23	\$950.14	\$981.02
4		Production Employee Grade 3	\$949.08	\$979.92	\$1011.77
5		Production Employee Grade 4	\$974.58	\$1006.25	\$1038.96
6		Production Employee Grade 5	\$1003.87	\$1036.50	\$1070.19
7		Production Employee Grade 6	\$1042.34	\$1076.22	\$1111.20
8		Production Employee Grade 7	\$1080.42	\$1115.54	\$1151.79

Table 2 - Wage Rates for Distribution Group

First pay period on or after:

ITEM	CLAUSE	DESCRIPTION	1 May 2015 2.5%	1 Nov 2015 3.25%	1 Nov 2016 3.25%
9	10	Distribution Employee 1	\$875.34	\$903.79	\$933.16
10		Distribution Employee 2	\$906.00	\$935.44	\$965.84
11		Distribution Employee 3	\$947.38	\$978.17	\$1009.96
12		Distribution Employee 4	\$988.63	\$1020.76	\$1053.94
13		Distribution Employee 5	\$1029.87	\$1063.34	\$1097.90
14		Distribution Employee 6	\$1081.44	\$1116.58	\$1152.87
15		Distribution Employee 7	\$1132.73	\$1169.54	\$1207.55

Table 3 - Wage Rates for Maintenance Group

First pay period on or after:

ITEM	CLAUSE	DESCRIPTION	1 Nov 2014 2.5%	1 Nov 2015 3.25%	1 Nov 2015 3.25%
16	10	Maintenance Employee 1	\$930.19	\$960.42	\$991.63
17		Maintenance Employee 2	\$1005.38	\$1038.06	\$1071.79
18		Maintenance Employee 3	\$1053.26	\$1087.49	\$1122.83
19		Maintenance Employee 4	\$1104.49	\$1140.38	\$1177.45

Note: Tool allowance where applicable for trades people and electricians licence allowance to be added to these rates for electricians for all purposes.

Table 4 - Wage Rates for Administration Group**First Pay Period on or after:**

ITEM	CLAUSE	DESCRIPTION	1 Nov 2014 2.5%	1 Nov 2015 3.25%	1 Nov 2016 3.25%
20	10	Administration Employee 1	\$909.25	\$938.80	\$969.31
21		Administration Employee 2	\$932.49	\$962.80	\$994.09
22		Administration Employee 3	\$953.12	\$984.09	\$1016.08
23		Administration Employee 4	\$994.09	\$1026.39	\$1059.75

(b) 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

Where a junior is operating at full adult capacity, they will be paid the full adult rate.

(c) 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 28.3%. The 28.3% loading does not apply to overtime hours worked by a casual employee.

The 28.3% casual loading is paid in lieu of any and all forms of leave entitlements, save for long service leave and parental leave for an eligible casual employee as defined in the Act.

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.

(d) 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

11.1 Leading Hands

- (a) 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 24, 25, 26 & 27 of Table 5:-

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.

- (b) Leading hand allowances will be paid by the week and indexed to the wage increases paid in Clause 10 WAGES of the Agreement.

11.2 Junior employees operating the majonnier test shall be paid a rate per week set out in Item 28 of Table 5.

- (a) 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 29 of Table 5.

11.3 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 30 of Table 5.

11.4 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 31 of Table 5.

11.5 First Aid Allowance

An 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 32 of Table 5 if he or she is appointed by the company to perform first aid duty.

11.6 Holiday cover work for a Co-ordinator, Supervisor or Manager – Factory

On the appointment, by Management, of an employee to fill the role of a Co-ordinator, Supervisor or Manager for a given period, that employee shall be paid the applicable amount set out in Table 5 Item 36 & 37. 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, Supervisor or Manager 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.

11.7 Allowances

Allowances to be increased at the same % rate and timing of the wage increases. These increases are to be compounded as indicated in Table 5.

Table 5- Other Rates and Allowances

ITEM	CLAUSE	DESCRIPTION	On approval	1 Nov 2015 3.25%	1 Nov 2016 3.25%
24	11	Leading Hand – 3-5 Employees	\$45.00	\$46.46	\$47.97
25		Leading Hand – 6-10 Employees	\$51.00	\$52.66	\$54.37
26		Leading Hand – 11-20 Employees	\$57.00	\$58.85	\$60.77
27		Leading Hand – more than 20 Employees	\$75.00	\$77.44	\$79.95
28		Junior Employees operating the majonnier test	\$6.91	\$7.13	\$7.36
29		Junior Employees working in a lab, other than one employed as a cleaner or bottle washer	\$4.17	\$4.31	\$4.45
30		Operating a Pedestrian Stacker	\$8.03	8.29	\$8.56
31		Operating a Pedestrian Forklift	\$5.93	\$6.13	\$6.33
32		First Aid Allowance	\$13.63	\$14.08	\$14.53
33		Meal Allowance	\$13.46	\$13.90	\$14.35
34		Tool Allowance where Applicable for Trade People	\$14.75	\$15.23	\$15.72
35		Electricians Licence Allowance for Electricians	\$35.13	\$36.27	\$37.45
36	11	Co-ordinator or Supervisor (allowance per day)	\$25.00	\$25.81	\$26.65
37	11	Holiday cover for a Manager (allowance per day)	\$40.00	\$41.30	\$42.64

12. HOURS OF WORK

12.1 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:

- (a) The Parties being guided by the occupational health and safety provisions of the ACTU Code of Conduct for 12 hour shifts;
- (b) Suitable roster arrangements being made; and
- (c) Proper supervision being provided.
- (d) 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.

12.2 Shift Workers:

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

- (a) Thirty eight per week; or
- (b) Seventy six in fourteen consecutive days; or
- (c) One hundred and fourteen in twenty-one consecutive days; or
- (d) One hundred and fifty two in twenty-eight consecutive days.

Notwithstanding the spread of hours prescribed for day workers by subclause 12.1 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.

12.3 All employees:

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

- (a) One day off after 19 days (when the provisions of Clause 13 THIRTY EIGHT HOUR WEEK of this Agreement shall apply), or
- (b) Any other agreed method of implementation.

- (c) If requested, 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.
- (d) 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.
- (e) Where the start time for an employee is varied within the seven days, the employee shall not be disadvantaged in regards to the shift loading.

12.4 The minimal interval between concurrent rostered shifts will be 10 hours, with the exception of 8 hours being allowed for change of shift on a rotating roster. For example, an employee changing from an afternoon shift to day shift may receive only 8 hours between shifts on the day that the changeover of shift occurs.

- (a) With the exception of changeover of shifts, where the minimal interval is not given, an employee will receive payment of 1 ½ times the ordinary rate for the hours worked that fall within the 10 hour interval.

12.5 Work And Family Life

The company commits to review the opportunity to implement Job Sharing for employees within the Administration section at the Raleigh site during the life of this agreement.

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:-

13.1 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 Personal 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 personal 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 personal leave or unpaid leave.
- (b) The company shall prepare a roster of days to be taken off as leisure time which will always be displayed and 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 personal 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 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.

- 13.2 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 in any one year. 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. Rostered day accruals in excess of the maximum of 5 days may be paid to an employee upon written request by the employee.

13.3 Through consultation with the employee and their supervisor, employees may be able to access their accrued leisure time (RDO) in blocks of 1 hour. However, the preference is for employees to access their RDO entitlements in full days.

13.4 Other Agreed Methods of Implementation:

The company and the directly affected employees and if the employees request their representatives 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

Employee Type	Break Period	Payment for Break
Day Worker	20 minutes crib	PAID
To be taken between 11 am and 2.30pm and may be staggered within each work area to allow full production to be maintained where possible.		
Shift Worker	20 minutes crib	PAID
To be taken at a time agreed between the Company and the employee		

- 14.1 Where an employee is required to work past their normal ceasing time, the following meal breaks will apply:
- (a) Up to and including 1 hour, no break or payment in lieu of break will apply.
 - (b) More than one hour, a meal break of 30 minutes (20 minutes crib for shift workers) shall be taken immediately after the normal ceasing time. If no break is given, the employee will be paid the equivalent time at the applicable overtime rate for the meal break.
- 14.2 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 33 of Table 5.
- 14.3 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.
- 14.4 Where an employee is required to work during his/her meal period that falls within their normal rostered hours he/she shall be paid at the rate of double time for work so performed.
- 14.5 Not more than five hours shall be worked without a break for a meal or interval for crib.
- 14.6 Any payment for a meal under this Clause shall be in addition to any overtime payment under Clause 18 OVERTIME, of this Agreement.
- 14.7 Supervisors and leading hands to have responsibility for ensuring that employees take their breaks as per the Agreement.

15. REST PAUSES

- 15.1 Employees, including casual employees, are entitled to a rest pause or pauses based on the number of hours they are rostered to work on any given day.

Rostered Hrs	Rest Pause/s	Total Time Allowed (mins)
4 hours	1	10
5 hours	1	10
6 hours	2	15
7 hours	2	17
8 hours	2	20

- 15.2 Rest pauses shall be taken at such times as may be mutually arranged between the company and the employees concerned and may be staggered to suit the particular work requirements of each section so that full production levels may be maintained.
- 15.3 Those employees scheduled for 2 rest pauses shall be entitled to access their rest time during the first part and the second part of their rostered hours. Normally the pauses shall be divided into equal periods of time, however following consultation this may be in any configuration not exceeding the employee's maximum allocated time period.
- 15.4 Rest pauses shall be counted as time worked and shall be paid for as such.
- 15.5 Supervisors and leading hands to have responsibility for ensuring that employees take their breaks as per the Agreement.

TOTAL BREAKS

Employee Type	Meal Break	Rest Pause	Total Break
Day Worker	20 minutes paid	20 minutes paid	40 minutes
Shift Worker	20 minutes paid	20 minutes paid	40 minutes

16. SHIFT ALLOWANCE AND SHIFT WORKERS

16.1 Shift workers are employees who on any day are working on the shifts as defined at 16.3

16.2 Shift workers shall, in addition to their ordinary rates of pay for each shift be paid allowances as set out in the following items of Table 6:-

Table 6 Shift Allowances

ITEM	CLAUSE	DESCRIPTION	RATE \$
36	16	All Employees – Early Morning Shift	17.5% extra per shift
37		All Employees – Afternoon Shift	15% extra per shift
38		All Employees – Night Shift	30% extra per shift
39		Permanent Night Shift on a continuous non-rotating 24 hour, 7 day roster	30% extra per shift

16.3 For the purpose of this Clause:

- Early morning shift shall mean any shift starting before 6am and finishing after 9am and before 2pm.
- 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.

17. INDUSTRY CONDITIONS

- 17.1 Supply of Protective Clothing, and Accessories
- 17.2 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.
- 17.3 Where the duties of an employee require the use of gloves they shall be supplied free of cost by the company.
- 17.4 Subject to paragraph 17.2 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.
- 17.5 Where it is agreed 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 17.4, of the subclause.
- 17.6 Any employee applying for new gloves, aprons, boots, or outer garments, or accessories who fail 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.
- 17.7 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.

18. OVERTIME

18.1 Except as provided in clause 20 Saturday and Sunday Work, 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, shall be paid time and one-half for the first two hours and double time thereafter for work on such rostered day off.

18.2 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.

18.3 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.

18.4 Rest Period After Overtime

When overtime is necessary, it shall wherever reasonably practicable, be so arranged that employees have at least ten 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 ten 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 ten 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 ten 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 ten 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 18.2, of this Clause, each day shall stand alone in the computation of overtime.

18.5 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.

19. MIXED FUNCTIONS

- 19.1 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:
- (a) 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
 - (b) 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.
- 19.2 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.

20. SATURDAY AND SUNDAY WORK

- 20.1 All time worked on Saturday which is not overtime, shall be paid for at the rate of time and one-half.
- 20.2 All time worked on Saturday, which is overtime, shall be paid for at the rate of double time.
- 20.3 All time worked on Sunday which is not overtime, shall be paid for at the rate of time and one-half.
- 20.4 All time worked on Sunday which is overtime, shall be paid for at the rate of double time.
- 20.5 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.
- 20.6 The extra rates prescribed by subclauses 20.1 and 20.3 of this Clause, shall be in substitution for and not cumulative upon the shiftwork premiums prescribed in Clause 16 SHIFT ALLOWANCE AND SHIFT WORKERS, of this Agreement.

21. HOLIDAYS

21.1 Employees shall be entitled to the following public holidays without loss of pay:

New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, ANZAC Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, Raleigh Union Picnic Day (to be taken on the first Monday of November), and any day declared or prescribed by or under a law of NSW as a public holiday.

21.2 Payment for all time worked on a Public Holiday will be at the rate of double time and a half except for Christmas Day, ANZAC Day and Good Friday, which will be paid at the rate of triple time.

21.3 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.

22. ANNUAL LEAVE

- 22.1 Annual leave rights and entitlements are those set by the relevant annual leave provisions of the National Employment Standards as contained in the Act.
- 22.2 Entitlement:
- Permanent full time employees – 4 weeks of leave for each completed year of service.
 - Permanent Part time employees – Annual leave entitlements on a pro rata basis of hours worked - excluding overtime.
- 22.3 For the purpose of the additional week of annual leave provided for in the National Employment Standards as contained in the Act, a “shiftworker” is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week.
- 22.4 The company may temporarily close down their business once annually and instruct employees to take any leave due for that period. A month's notice of the close down must be given to affected employees. Any employee not having leave entitlement must take leave without pay for the balance of the close down period.
- 22.5 Leave in advance of entitlement may be granted at the company's discretion.
- 22.6 Cashing Out Annual Leave
- (a) An employee may elect, (subject to the conditions set out in sub-clause (b) and (c), to forgo some of their accrued annual leave and receive payment instead of taking that annual leave, subject to the conditions in this clause. The amount of annual leave that an employee can forgo and receive payment in a 12-month period is an amount up to 1/26 of the ordinary hours worked by the employee in the 12-month period. (For a full-time employee this would be 10 days).
 - (b) To make an election, the employee must give the Company a notice in writing. The notice must be in a form acceptable to the Company. The Company will consider the employee's election and the Company may authorise the employee to forgo the amount of annual leave, provided they retain a balance of 4 weeks pay after the cash out. It is the preference of the company for Annual leave to be taken as blocks of leave rather than single days or the alternative of being paid out.
 - (c) If the Company authorises an employee to forgo an amount of annual leave, the Company will pay the employee within 14 days of the Company's authorisation the amount of pay the employee is entitled to receive in lieu of the amount of annual leave. Pay in this clause means the employee's basic periodic rate of pay. i.e. the hourly rate of pay for the number of hours forgone.
- 22.7 Annual Leave Loading
- (a) An annual leave loading of 17.5% shall be paid on all accrued annual leave, when leave is taken.
 - (b) On termination of employment annual leave loading shall be paid on the accrued entitlement for each completed year of service. Loading is not paid on pro rata accrued annual leave.

- (c) A permanent shift worker shall be paid the greater of the shift loading (based on an average of the ordinary hours and shifts they would normally work) or the 17.5% annual leave loading. Ordinary hours and shifts shall include the rate for Saturday and Sunday ordinary work per Clause 20 SATURDAY AND SUNDAY WORK and allowances as per Clause 11 ALLOWANCES of this agreement.
- (d) Annual leave loading is calculated at the rate per week of 17.5% of the ordinary time weekly rate of pay for the classification in which the employee is employed per Clause 10 WAGES of this agreement.
- (e) Where an employee regularly receives a Leading Hand Allowance or other allowance per Clause 11 ALLOWANCES of this Agreement ordinary time shall include such allowances for the purpose of calculation of annual leave loading.

22.8 Flood or Natural Disaster day(s)

- (a) 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.

23. LONG SERVICE LEAVE

23.1 Long Service Leave entitlements shall be as per the NSW Long Service Leave Act 1955. Calculations for permanent part-time employees shall be calculated on a pro-rata basis based on actual days worked.

- (a) See Attachment 1 details Long Service Leave Accrual Calculations.
- (b) Regular and systemic casual employees will be entitled to any statutory entitlements to Long Service Leave.

24. PERSONAL/CARER'S LEAVE

An employee is entitled to personal/carer's leave in accordance with the National Employment Standards as contained in the Act. A summary of these entitlements is set out below.

24.1 Meaning

Personal/carer's leave is:

- (a) Paid sick leave taken by an employee (other than a casual employee) because of a personal illness, or injury, of the employee; or
- (b) Carer's leave taken by an employee to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) A personal illness, or injury, of the member; or
 - (ii) An unexpected emergency affecting the member.

24.2 Immediate family member

An immediate family member is a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee, or a child, parent, grandparent, grandchild or sibling of the spouse or de facto partner of the employee.

24.3 Accrual

Employees other than casual employees are entitled to accrue an amount of paid sick leave for each completed 4 week period of continuous service with the company, of 1/26th of the number of ordinary hours worked by the employee for the company during that 4 week period. Personal/carer's leave accumulates from year to year.

24.4 Payment

If an employee takes paid personal/carer's leave the employee shall be paid the amount the employee would have been paid for working ordinary hours if the employee had worked during that period.

24.5 Workers' compensation

An employee is not entitled to take paid personal/carer's leave for a period during which they are entitled to a workers' compensation payment.

24.6 Notice

- (a) To be entitled to sick leave an employee shall as soon as is reasonably possible and preferably no later than 1 hour prior to the commencement of the employee's shift shall notify their immediate supervisor of such absence and state the nature of the absence so as to allow the company to make alternative arrangements.
- (b) The notice must be to the effect that the employee requires (or required) leave during the period because of:
 - (i) A personal illness, or injury, of the employee.
 - (ii) An illness, or injury, of the immediate family member who requires the employee's care; or

- (iii) An unexpected emergency affecting the immediate family member

24.7 Documentary Evidence

- (a) To be entitled to payment for sick leave, the employee shall prove to the satisfaction of the Company that they were unable due to illness or injury to attend for duty for the period for which personal leave is claimed. This may require a certificate from a duly qualified Health Practitioner or statutory declaration and will require a certificate after two days absence:
 - (i) The employee was, is or will be unfit for work during the period because of personal illness or injury or;
 - (ii) The immediate family member had, has, or will have a personal illness or injury during the period.
- (b) If the employee cannot obtain a medical certificate, a statutory declaration may be considered acceptable in certain circumstances.

The following clauses apply only as specified and employees will have their entitlement recorded on their personnel file. No employee employed after the approval of this Agreement will have access to these clauses.

24.8 Clause 24.8 in entirety applies only to employees employed under the Norco Co-operative Limited Raleigh Foods (NSW Operations) Employee Collective Agreement – 2011/2014, immediately prior to the approval of this Agreement. Those employees will have access to the following:

Cashing Out Personal/Carers Leave

- (a) An eligible employee may elect, (subject to the conditions set out in this sub-clause), to forgo some of their accrued personal/carers and receive payment instead.
- (b) If an employee with more than three years continuous service with the Company has accrued more than 20 days personal/carer's leave, the employee will be an eligible employee for the purposes of this sub-clause, and may elect to cash out a percentage of that part of the accrued entitlement that exceeds 20 days.
- (c) To avoid any doubt, an employee must be left with a personal/carers leave balance of at least 20 days after cashing-out has occurred.
- (d) The amount of personal/carer's leave that an employee may elect to cash out is restricted to a percentage scale according to years of continuous service, as follows:
 - (i) at least three years but less than five years - 16%
 - (ii) at least five years but less than ten years - 24%
 - (iii) at least ten years but less than fifteen years – 40%
 - (iv) at least fifteen years but less than twenty years – 48%
 - (v) 20 years continuous service – 80%
- (e) To illustrate, an employee with 20 years continuous service that has an accrued amount of 30 days personal/carer's leave, can elect, in writing, to cash out 80% of 10 days of that leave. That is, the employee can elect to cash out a total of 8 days of personal/carer's leave.
- (f) To make an election, the employee must give the Company a notice in writing and can only elect once in a twelve month period.
- (g) The Company will consider the employee's election and the Company may authorise the employee to forgo the amount of personal/carer's leave.

- (h) The provisions in this sub-clause apply only during an employee's employment with the Company and do not apply in the event of termination of employment (for any reason).

Payment on termination

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 personal 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 – 16%;
- (c) Where the employee has completed at least five years but less than ten years continuous service – 24%;
- (d) Where the employee has completed ten years but less than fifteen years continuous service – 40%;
- (e) Where the employee has completed fifteen years but less than twenty years continuous service – 48%;
- (f) Where the employee has completed at least 20 years continuous service – 80%.

24.9 Clause 24.9 in entirety applies only to employees employed under the Fonterra Raleigh 2012 Agreement, immediately prior to the approval of this Agreement. Those employees will have access to the following:

Cashing Out Personal/Carers Leave

- (a) An eligible employee may elect, (subject to the conditions set out in this sub-clause), to forgo some of their accrued personal/carers and receive payment instead.
- (b) If an employee with more than three years continuous service with the Company has accrued more than 20 days personal/carer's leave, the employee will be an eligible employee for the purposes of this sub-clause, and may elect to cash out a percentage of that part of the accrued entitlement that exceeds 20 days.
- (c) To avoid any doubt, an employee must be left with a personal/carers leave balance of at least 20 days after cashing-out has occurred.
- (d) The amount of personal/carer's leave that an employee may elect to cash out is restricted to a percentage scale according to years of continuous service, as follows:
 - (i) at least three years but less than five years - 16%
 - (ii) at least five years but less than ten years - 24%
 - (iii) at least ten years but less than fifteen years – 40%
 - (iv) at least fifteen years but less than twenty years – 48%
 - (v) 20 years continuous service – 80%
- (e) To illustrate, an employee with 20 years continuous service that has an accrued amount of 30 days personal/carer's leave, can elect, in writing, to cash out 80% of 10 days of that leave. That is, the employee can elect to cash out a total of 8 days of personal/carer's leave.
- (f) To make an election, the employee must give the Company a notice in writing and can only elect once in a twelve month period.
- (g) The Company will consider the employee's election and the Company may authorise the employee to forgo the amount of personal/carer's leave.

- (h) The provisions in this sub-clause apply only during an employee's employment with the Company and do not apply in the event of termination of employment (for any reason).

Payment on termination

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 personal 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 – 20%;
- (c) Where the employee has completed at least five years but less than ten years continuous service – 30%;
- (d) Where the employee has completed ten years but less than fifteen years continuous service – 50%;
- (e) Where the employee has completed fifteen years but less than twenty years continuous service – 60%;
- (f) Where the employee has completed at least 20 years continuous service – 100%.

24.10 Unpaid carer's leave

An employee (including a casual employee) is entitled to a period of up to 2 days unpaid carer's leave for each occasion when a member of the employee's immediate family or household, requires care or support during such a period.

This entitlement only applies to permanent employees once they have exhausted their annual entitlement to paid carer's leave.

24.11 Compassionate Leave

An employee is entitled to compassionate leave in accordance with the Act. For casuals, the entitlement is unpaid. A summary of this entitlement is set out below.

(a) Entitlement

An employee is entitled to a period of 2 days of paid compassionate leave for each occasion when a member of the employee's immediate family or household has a personal illness, or injury, that poses a serious threat to their life or dies.

In addition, an employee upon the death of an immediate family member or household shall be granted leave without loss of pay, as required by the employee on any one occasion not exceeding 1 (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.

This entitlement is available to casual employees however, is unpaid.

(b) Documentary Evidence

The employee is entitled to compassionate leave only if the employee gives the employer any evidence that the employer reasonably requires of the illness, injury or death.

25. PAYMENT OF WAGES

- 25.1 All wages employees shall be paid weekly in the company's time, no later than Friday of each week; provided however, that the pay period specified herein may be varied at any time by agreement between the employee (and if requested by the employee, their representative) and the company, but at no time will the company hold more than two days in hand.
- 25.2 The company may elect to pay the employee by cheque, direct deposit to personal account by electronic funds transfer or cash.
- 25.3 For each paid day absence, an employee shall be deemed to have worked such number of ordinary hours as they would have if the day had been worked.

26. ACCOMMODATION

- 26.1 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);
- 26.2 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.
- 26.3 The company, with the co-operation of the employees, shall cause all accommodation to be kept in a clean and sanitary condition.
- 26.4 Accommodation for females shall be separate from that of males.

27. PARENTAL LEAVE

Unpaid parental leave is provided in accordance with the National Employment Standards as contained in the Act.

28. PAID PARENTAL LEAVE

Eligible employees accessing parental leave as the primary caregiver shall be entitled to payment of a sum equivalent to six (6) weeks wages in accordance with the provisions of this clause.

28.1 Eligibility for Payment - The following employees shall be eligible for payment:

- (a) Full-time employees who have twelve (12) months continuous service;
- (b) Part-time employees who have twelve (12) months continuous service;
- (c) 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 parental leave.

28.2 Payment for Leave – Primary Caregiver

- (a) 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.
- (b) 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.
- (c) Where a female 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.

28.3 Payment for Leave – Secondary Caregiver

- (a) The employee shall be paid a payment of five (5) days wages at the time of accessing such leave. The employee shall be paid at the base rate of pay.

28.4 Paid Parental Leave and other Entitlements

- (a) The above parental leave payment (3 weeks at the time of commencing Parental Leave) shall count as service for all purposes.

- (b) The payment for parental leave shall be inclusive of Statutory holidays that may fall within the first six (6) weeks of the maternity leave period.
- (c) The employee should give at least 10 weeks written notice of the intention to take the leave. The employee should give at least 4 weeks written notice of the dates on which they propose to start and end the period of leave. The employee must give sufficient documentation to support the claim.
- (d) Should relevant legislation be introduced in Australia on this matter, the company reserves the right to review this policy/clause.

29. SUPERANNUATION

Superannuation is governed by the Superannuation Guarantee (Administrative) Act 1992 as amended from time to time.

29.1 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 Agreement classification rate including any over-Agreement, supplementary payment and shift premium components.

29.2 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:

- Norco Superannuation Fund
- Meat Industries Employees Superannuation Fund
- Food Industry Superannuation Trust
- Asset Limited Superannuation Fund or,
- Any other fund as per the ‘Choice of Superannuation’ legislation.

The percentage is as per statutory requirements.

29.3 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.

29.4 Salary Sacrifice

The company shall allow employees to participate in a salary sacrifice scheme that conforms with legislation.

From the date nominated by Norco Co-operative as the date of commencement and subject to any relevant taxation and superannuation legislation, regulations and/or rules, Norco Co-operative may, if so requested by a weekly full-time or weekly part-time employee, agree to allow the employee to sacrifice part of their gross weekly ordinary time base rate of pay (excluding overtime/shift/weekend/public holiday penalties and any allowances which are not paid for all purposes) (“weekly pay”) as superannuation contributions (salary sacrifice contributions) in accordance with the following provisions:

- (a) The salary sacrifice contributions may only be made to the superannuation funds to which Norco Co-operative makes the employees’ superannuation contributions under this Agreement and only if such fund is permitted to accept the salary sacrifice contributions (nominated plan).
- (b) An employee must request and authorize Norco Co-operative in writing to make salary sacrifice contributions to the nominated plan and complete and sign any documentation required by Norco Co-operative or the fund manager or trustee (as the case may be) of the nominated plan.
- (c) Salary sacrifice contributions made for an employee are in addition to the contributions Norco Co-operative is required to make for the employee under the

superannuation guarantee legislation ("Norco Co-operative superannuation contributions).

- (d) The amount of salary sacrifice contributions are to be nominated by the employee and must be expressed as an amount of money and not as a percentage of their weekly pay and such amount is not to exceed 45% of the employee's weekly pay provided that the aggregate of the salary sacrifice contributions and the Norco Co-operative superannuation contributions do not exceed in any relevant period the employee's age-based deduction limited (as determined from time to time under the relevant superannuation legislation).
- (e) The amount of any salary sacrifice contribution is deducted from the employee's weekly pay. However, the amount of the employee's weekly pay without any deduction for salary sacrifice contributions will be used for the purposes of calculating the Norco Co-operative superannuation contributions, annual leave loading, overtime, penalty rates, payment of accrued leave on termination and, if applicable, payment in lieu of notice and severance payments.

29.5 Norco Co-operative will remit salary sacrifice contributions to the nominated plan at the same time that Norco Co-operative superannuation contributions are made.

- (a) After having nominated the amount of salary sacrifice contributions to be made, the employee (except in cases of demonstrated hardship) may not change the amount more than once in any twelve (12) month period.

Unless there is written agreement between Norco Co-operative and the employee to the contrary, all salary sacrifice contributions shall cease during any period when the employee is receiving workers compensation payments and during any period of leave without pay including, without limitation, period of unpaid personal leave.

- (b) Norco Co-operative may at any time in its absolute discretion cease to make salary sacrifice contributions on behalf of the employee and will advise the employee in writing accordingly.
- (c) The employee may at any time advise Norco Co-operative in writing to cease making the salary sacrifice contributions on behalf of the employee.

30. JURY SERVICE

- 30.1 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.
- 30.2 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.

31. REVIEW OF EMPLOYMENT LEVELS

- 31.1 The company believes it is desirable to increase direct employment to the extent it is commercially appropriate for the business.
- 31.2 The company shall during the months of August and February of each year perform a formal review of the ongoing employment requirements for the Raleigh Milk factory. This review will determine the need for any additional permanent and casual roles within the business. Where the company identifies additional permanent roles, the following will occur:
 - 31.3 Site management will follow the approval process for new roles in the business.
 - 31.4 The Company will advertise for expressions of interest for the vacancies.
 - 31.5 Casuals and agency staff will register their name for the roles they are interested in.
 - 31.6 Employees will be assessed by the company by a team of managers, line supervisors and permanent employees.
 - 31.7 All employees who applied for a position will be advised as to the outcome of the process and either offered a permanent or casual position or given advice on improvements that could be made to increase their chance of future employment with the company.
 - 31.8 The company shall notify the onsite union delegates at the commencement of this process and keep them informed regarding details including the number of positions available and the outcomes of the process.
 - 31.9 Any disagreements under this process should be resolved through Clause 32. Dispute Settlement Procedure

32. DISPUTE SETTLEMENT PROCEDURE

- 32.1 The procedure in this clause shall apply in the event of disputes arising under this Agreement or the National Employment Standards.
- 32.2 An employee who is a party to the dispute, and the company, may appoint a representative for the purposes of the procedures in this term.
- 32.3 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.
- 32.4 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.
- (a) In the event that the matter remains unresolved, on request of 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.
 - (b) In the event of failure to resolve the matter at job level, discussions will take place between a Union Organiser as requested by the employee and a Senior Manager on the site.
 - (c) If the matter is still unresolved, the Union Secretary or his/her representative as requested by the employee will confer with Senior Management of the company.
- 32.5 In the event of no agreement still being reached, the dispute will be referred Fair Work Australia for resolution in accordance with the powers of Fair Work Australia pursuant to the Act, or by mutual agreement, another alternative dispute resolution provider for resolution.
- 32.6 Powers for Fair Work Australia under the dispute settlement procedure. If arbitration is necessary the parties agree that Fair Work Australia shall have the power to do all such things as are necessary for the just resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relation to direction, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 32.7 During the discussions, the “status quo” shall remain and work shall proceed normally in accordance with the Agreement 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.
- 32.8 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.
- 32.9 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.

33. COMMITTEES

33.1 Consultative Committee

- (a) 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 consist of a higher ratio of employees to management and where requested their Union representatives.
- (b) The committee shall meet on a quarterly basis if required.

33.2 KPI Committee

- (a) A KPI Committee shall meet on a regular basis to review a number of Key Performance Indicators as agreed during the life of the agreement. The KPI 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.
- (b) The KPI Committee will consist of a higher ratio of employees to management and may include Union representatives.
- (c) The KPI Committee shall at the commencement of each new Agreement prepare a Constitution that outlines the structure of the committee, representation required from each part of the site and framework for decision making.

34. TRAINING

- 34.1 The parties to this Agreement shall maintain a training plan, which incorporates task and skills surveys and establishes a process for competency based training.
- 34.2 A training plan will be maintained for the business that takes into account the training needs analysis and is extended or modified to account for emerging issues such as change in structure, new technologies and change in workplace practises.
- 34.3 The company will continue to provide relevant training to employees in the business during the life of this Agreement.
- 34.4 A training consultative committee will be formed and will be made up of members of the management and production teams. This committee will review training opportunities on a quarterly basis and select employees for training in the various areas.
- 34.5 Meetings
- (a) The parties agree that communication is an important aspect of continuous improvement and that meetings are a good communication tool. For the purpose of this clause meetings are defined as:
- Management information sessions
 - Departmental meetings for individual business units
 - Individual employees taking part in committees, work improvement teams and other business meetings.
- 34.6 Training
- (a) For the purpose of this clause training is defined as:
- One-on-one training between a supervisor and employee for a specific task or skill
 - Company group training sessions
 - External agency training sessions or seminars
- 34.7 Payment for meetings
- (a) Meeting duration will be kept to a minimum.
- (b) For employees attending meetings within rostered working hours, payment will be at single time.
- (c) For employees attending meetings outside of ordinary rostered hours, payment will be single time for the first two hours, after which the appropriate overtime rates will apply.
- 34.8 Payment for training
- (a) Payment for training will be at the rate that the employee would have been paid for the day including any shift and other applicable allowances, including time for travel to and from training off-site.
- (b) Where due to travel and training time the day is likely to exceed 10 hours, overnight accommodation will be provided.

- (c) No employee shall normally be required to drive and attend training for more than 10 hours in any 24 hour period.
- (d) Where, due to unforeseen circumstances an employee is required to do a combination of driving and training that is over 10 hours, then the employee must not drive and attend training for more than 12 hours in any 24 hour period.

35. REDUNDANCY

35.1 For the purposes of this Agreement, redundancy refers to a situation where:

- (a) The position held by an employee is no longer required by the Company; and
- (b) The position will not be done by anyone; and
- (c) The decision is not due to the ordinary and customary turnover of labour; and
- (d) The termination of the employment is not on account of any personal act or default on the part of the employee.

This decision may lead to the retrenchment of one or more employees.

35.2 As soon as practicable after the Company has made a definite decision to implement redundancies, management will hold discussions with employees directly affected and if those employees request with the employee representatives (if applicable).

35.3 Where an employee's position has been made redundant the company will provide written notification of the reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations on the employees concerned.

35.4 Subject to any other provision of this Agreement, if the Company terminates an employee's employment for reason of redundancy, the employee will be paid a severance payment based upon the period of the employee's continuous service with the Company.

35.5 Table 7. NOTICE AND SEVERANCE PAYMENTS – NORCO RETAINED sets out the relevant scale of payments for employees employed by Norco under the Norco Cooperative Limited Raleigh Foods (NSW Operations) Employee Collective Agreement 2011/2014 at the date of approval of the agreement. The entitlement to payment under this table will be recorded on each relevant employee's file and this table will not apply to any other employee.

Table 7. NOTICE AND SEVERANCE PAYMENTS – NORCO RETAINED

Component	Weeks Ordinary Pay
Continuous Service	Notice
1 years or less	1 week
1-3 years	2 weeks
3-5 years	3 weeks
5 years and over	4 weeks
	Employees over 45 with 2 or more years' service receive an additional weeks notice
Severance Pay	<ul style="list-style-type: none">For the first five years service: 3 weeks per year of serviceFor the sixth to tenth year of service: 4 weeks per year of serviceFor all service in excess of ten years: 5 weeks per year of service
Minimum	6 weeks
Maximum	None
Long Service Leave	Pro rata after 5 years (at the rate of 13 weeks for 15 years)
Personal Leave	Actual entitlements
Annual Leave	Actual entitlements

- 35.6 Table 8. NOTICE AND SEVERANCE PAYMENTS – FONTERRA RALEIGH sets out the relevant scale of payments for employees employed by Norco under the Fonterra Raleigh Agreement 2012 at the date of approval of the agreement. The entitlement to payment under this table will be recorded on each relevant employee's file and this table will not apply to any other employee.

Table 8. NOTICE AND SEVERANCE PAYMENTS – FONTERRA RALEIGH

Component	Weeks Ordinary Pay
Continuous Service	Notice
1 years or less	1 week
1-3 years	2 weeks
3-5 years	3 weeks
5 years and over	4 weeks
	Employees over 45 with 2 or more years' service receive an additional weeks notice
Severance Pay	<ul style="list-style-type: none"> For one to two years service: 6 weeks pay For three to five years service: 3 weeks per year of service For six to ten years service: 4 weeks per year of service For all service in excess of ten years: 5 weeks per year of service
Minimum	6 weeks
Maximum	104 weeks
Long Service Leave	Pro rata after 5 years (at the rate of 13 weeks for 15 years)
Personal Leave	Actual entitlements
Annual Leave	Actual entitlements

- 35.7 Table 9. NOTICE AND SEVERANCE PAYMENTS sets out the relevant scale of payments for all employees employed by Norco after the date of approval of the agreement.

Table 9. NOTICE AND SEVERANCE PAYMENTS

Component	Weeks Ordinary Pay
Continuous Service	Notice
1 years or less	1 week
1-3 years	2 weeks
3-5 years	3 weeks
5 years and over	4 weeks
	Employees over 45 with 2 or more years' service receive an additional weeks notice
Severance Pay	<ul style="list-style-type: none"> 3 weeks per completed year of service
Maximum	56 weeks
Personal Leave	Actual entitlements
Annual Leave	Actual entitlements
Long Service Leave	In accordance with the Long Service Leave Act of NSW

- 35.8 A "Weeks Ordinary Pay" means the ordinary time rate of pay for the employee concerned excluding overtime, shiftwork and other payments and allowances.
- 35.9 Norco may formally offer acceptable alternative employment into any reasonable position or location. 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.
- 35.10 There shall be no obligation on the Employer to pay severance pay in the following circumstances:
- (a) Employees with less than one year's service, casual employees, trainees, apprentices or employees engaged for a specific period or for a specified task or tasks.
 - (b) The company obtains acceptable alternative employment for an employee.
 - (c) The employee's employment terminates prior to the termination date advised for the redundancy as a consequence of 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.
 - (d) Transmission of business where the new owner/s of the business offer full continuity of employment to Norco employees.
- 35.11 Where Norco's business is transmitted to another employer ("the transmittee"), Norco ("the transmitter") shall not be required to pay the severance benefits provided in clause 34.7, where the transmittee has offered employment:
- (a) In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - (b) Which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
 - (c) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
 - (d) **Business** includes trade, process, business or occupation and includes part of any such business.

Any dispute in relation to this clause shall be dealt with using 32 Dispute Settlement Procedure.

36. CALLOUT

- 36.1 An employee recalled to work after leaving the Employer's premises (not notified before leaving the premises) shall be paid as follows:
- (a) Callouts are to be paid at a minimum of 4 hours at double the ordinary time rate of pay.
 - (b) Callouts on Public Holidays will be paid at a minimum of 4 hours at the appropriate Public Holiday overtime rate.
 - (c) Employees who return to site within 1 hour of the call out will be paid from the time of the call.
- 36.2 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.

37. EMERGENCY SERVICES AND COMMUNITY SERVICE LEAVE

- 37.1 Members of a recognised Emergency Service may be granted up to 5 days leave on full pay per occasion to respond to local emergencies. This leave does not apply to training and does not accumulate. Any employee claiming Emergency Services leave must be prepared to return to normal duties at any time if requested by Norco.
- 37.2 Any entitlement to community service leave will be as per the National Employment Standards contained in the Act.

38. CONSULTATION

- 38.1 This term applies if:
- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
- 38.2 The employer must notify the relevant employees of the decision to introduce the major change.
- 38.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 38.4 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 38.5 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 38.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 38.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 38.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 38.2, 38.3, and 38.5 are taken not to apply.
- 38.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

38.10 In this term, **relevant employees** means the employees who may be affected by the major change.

39. INDIVIDUAL FLEXIBILITY TERM

- 39.1 The employer and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- 39.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 39.3 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (vi) how the arrangement will vary the effect of the terms; and
 - (vii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 39.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 39.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

40. UNION RIGHT OF ENTRY

A permit holder as defined by the Act will be permitted to enter the Company's premises in accordance with the Act.

41. UNION MATTERS

41.1 Engagement of Labour Hire Employees

- (a) To meet production requirements from time to time the company may require a pool of casual labour employed by a labour hire company
- (b) Labour hire staff will only be employed to cover absenteeism, unplanned work requirements, peak workloads (not including seasonal sustained peaks) and special projects.
- (c) 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. Contractor/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.
- (d) The wages, term and conditions paid to employees of the labour hire company shall be no less than those contained in this agreement. The wage rate increase for labour hire workers is effective from the date of employee approval of the agreement.
- (e) The parties to this agreement will work towards minimising the use of casuals and labour hire, as far as is practicable.

41.2 Trade Union Training Leave and Union Recognition

- (a) Trade Union Recognition and Training
 - (i) During the life of the Agreement, the Company will:
 - (ii) Continue to recognise duly accredited union delegates at the enterprise upon notification by the Union to which the employee belongs.
 - (iii) Allow union delegates paid time during work hours to attend to any matters affecting the employees they represent.
 - (iv) Provide an adequate and private meeting place and access to office facilities including phones, fax and copy machines.
 - (v) Provide a designated notice board for the display of union material.
 - (vi) Continue to introduce new employees to delegates as part of the induction process, provide membership application forms and facilitate weekly payroll deductions for union fees.
- (b) Union representatives shall be allowed paid time for the purposes of:
 - (i) Attending hearings at Industrial Tribunals
 - (ii) Attending monthly site Delegates Committee meetings
 - (iii) Attending meetings to perform elected roles as specified under the Rules of the relevant union (e.g.) State Council, Regional Council or Committee of Management meetings.

41.3 Delegates Committee Charter

- (a) Both parties recognise that there are advantages in the formation of a site delegates committee comprising all elected delegates.
- (b) Provision will be made for the delegates committee to hold monthly meetings on company premises during working hours without loss of pay. The monthly meeting will be in two parts, limited to 1 hour delegates and 1 hour management with the second part of the meeting attended by management representatives.
- (c) Organisation and notification of meetings will be the responsibility of site delegates.
- (d) Officials of the Union are invited to attend committee meetings.
- (e) This forum may discuss issues including:-
 - (i) Future plans including product development,
 - (ii) Introduction of major capital works,
 - (iii) Introduction of new technology, machines, associated layout, training, job numbers and skill requirements,
 - (iv) Training,
 - (v) Affirmative action/Equal opportunity,
 - (vi) Management's practices and organisational change,
 - (vii) Industrial issues and industrial disputes, provided that the industrial disputes should be addressed via the first step of the Disputes Settlement Procedure prior to being discussed in this forum,
 - (viii) Workplace Health and Safety issues. While not distracting from the functions of the WHS Committee, the delegates Committee may discuss current WHS issues. If an issue has not been before the committee it will be referred back to an WHS committee member.
 - (ix) Any other matter raised by union or management, which may impact on the union membership.
- (f) Employee Development
 - (i) The Delegates Committee will work with the company in the development of a training program designed to meet the company's predicted and planned training needs for employees covered by this Agreement. The company's objective is that all skills acquired, wherever possible, will be accredited and transferable.
 - (ii) The Delegates Committee will monitor the implementation of the plan including the application and selection process
 - (iii) The Delegates Committee will be involved in regular reviews of staffing levels and training plans.

41.4 Trade Union Training Leave

- (a) Duly accredited representatives of the union shall upon written application to the employer be granted 8 days per annum, non-cumulative, of accredited paid leave to attend courses conducted by the union. Wherever possible taking of such leave shall be arranged to minimise any adverse affect on the Company.
- (i) Applications for leave must 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 shall contain the following:
- Name of employee and relevant unions;
 - Period of time for which leave is sought;
 - Title, general description and structure of course;
 - Location
- (ii) The employer shall advise the union within 2 weeks of receiving the application whether or not the leave has been approved. Leave shall not be unreasonably withheld.
- (iii) The employer shall not be liable for incurring any additional expenses associated with the employee's attendance at such training.
- (iv) For the purpose of this clause, paid leave earnings are defined as the relevant agreement classification rate including supplementary payments, shift loadings and any other over Agreement payment.
- (v) Should the employer request proof of attendance at such courses, employees shall provide such proof within 14 days.
- (vi) Should any employee not attend a course due to illness, the employee shall receive payments in accordance with sick leave provisions provided under this Agreement.
- (vii) For the purpose of this clause, all leave shall be counted as service.
- (viii) Any dispute as to the operation of this clause shall be dealt with via the Disputes Settlement Procedure.

APPENDIX 1 - PRODUCTION 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 from supervisors or a manager.**

APPENDIX 2 - DISTRIBUTION GROUP CLASSIFICATION STRUCTURE

A Distribution employee is an employee appointed by the company who shall be required under a Skills Matrix System grading system, The Skills Classification Structure provides employees with clarity on where each position fits within the level structure and it outlines the requirements for advancement at each level. Individuals Skills Matrix Data will be made available to upon request by the employee from there Supervisor/Manager.

To advance to a higher level:

- an employee must be assessed as competent in performing all of the tasks identified in their current level.
- an employee must be assessed as competent in performing a minimum of 80% of all tasks identified in the level they are trying to achieve.
- an employee must be regularly performing the tasks at the higher level.
- a position must be available, with the exception of moving up to Level 4.

Example below of Matrix, Subject to change as Business and Operations Change

No.	Site Induction which includes below		Level 4
1	Norco's Values	1	Aldi Invoicing
2	Safety and PPE Adherence	2	Yoghurt/juice/non-chilled picking procedure
3	Incident / accident reporting procedure	3	A2 Paperwork
4	Food safety & hygiene	4	Organising Room for A2
5	Manual handling	5	Receival of agency stock
6	Basic cleaning procedure	6	Operate WAP Machine
7	Dock loading procedure	7	Knowledge of all products
	Level 1	8	Implement emergency evacuation procedure
1	Room induction	9	Responding to general queries
2	Draw Bridge Operation	10	General maintenance of office equipment
3	Aldi Packer Assistant	11	Introduction to creating franchisee orders and invoicing in SAP
4	Product knowledge	12	Introduction to computer programs including Microsoft Word, Excel and Outlook
5	Visual quality control	13	Forklift License
6	Use of barrow	14	Complete incident Reports
7	Packing trolleys/using Werner	15	Ensure adherence to safe work practices
8	Empty Trolley Locations	16	Ensure adherence to Norco's Values & Behaviours
9	Trolley stocktake count		Level 5
10	Unloading empty trolleys	1	Induct new employees
11	Cleaning trolleys	2	Complete Leading Hand checklist duties
12	Removing empty crates	3	Opening and closing procedures
13	Use of pallet jack	4	Trouble-shooting
14	Use of plastic wrap	5	Tracking of Aldi progress
15	Refill packing bays	6	Organize room
16	Dump stock procedure	7	Ensure completion of stock count
17	Loading Aldi trucks - dispatch	8	Create product manufacturing sequence
18	Loading of empty crate cage	9	Prioritise truck/order sequence and turnaround
19	Rotation of stock	10	Knowledge of staff and rosters
20	Repack stock for external orders	11	Absenteeism procedure
21	Packing - pallet set up /loading configuration	12	Allocation of duties for the team
22	Relief of linesman	13	Ensure order checking is carried out
23	Knowledge of Norco's values and behaviours	14	Knowledge of key contacts (phone list)
	Level 2	15	Dealing with external phone queries
1	Chemical handling and awareness	16	Organise meal breaks
2	Rubbish removal	17	Liaise with the office/management
3	Product receival	18	Co-ordinate staff finishing times
4	Product temperature check prior to truck loading	19	Supervise staff

5	Organising paperwork for drivers	20	Liaise with maintenance
6	Completing paperwork - internal including COR	21	Process credits in SAP
7	Complete trailer check sheet	22	Archiving
8	Knowledge of UHT products	23	Proficient in creating franchisee orders and invoicing in SAP
9	Refilling UHT stock	24	Basic knowledge of computer programs including Microsoft Word, Excel and Outlook
10	Understand quarantine procedures	25	Ensure all team members wear appropriate PPE at all times.
11	Aldi Packing Machine Operation	26	Facilitate & Complete incident and accident investigations
12	Storing custard in cooling tunnels, recording temperature and time	27	Ensure OHS systems and procedures are followed and assist in implementing any changes required.
13	Use of electric pallet jack	28	Ensure safety is a team focus at handovers and team meetings
14	Knowledge of product location	29	Lead by example modelling Norco's values and behaviours
15	Knowledge of product manufacturing sequence		Level 6- Senior Leading Hand
16	Environmental cleaning procedure	1	Supervision of all coldroom employees
17	Product counts	2	Effectively communicate and engage team members
18	Palletising	3	Inform employees of picking errors and resolve
19	Cargoning	4	Communications between shifts
20	Cargon traverse	5	Coach and develop employees
21	Pallet loading of trucks	6	Facilitate training
23	Adherence to safe work practices	7	Develop and implement SOPs
24	Adherence to Norco's Values & Behaviours	8	Monitor team output
	Level 3	9	Lead team projects
1	Instruct and train employees for this level and below	10	Facilitate Root Cause Analysis (RCA) and completion of incident and accident investigations
2	Set up picking work area	11	Complete transport organisation/manifest
3	Picking procedure for white and flavoured milk	12	Liaising with transport companies and drivers
4	Knowledge of product location for white/flavoured milk	13	Conduct stock takes
5	Push loads into correct bay and loading trucks	15	Facilitate and promote safety initiatives
6	Work as Aldi Team Leader	16	Facilitate and promote Norco's Values
7	Advise Leading Hand of Aldi Progress		Level 7
8	Complete Repack product Report	1	Develop weekly staff rosters
9	Complete Repack Dispatch Sheet	2	Production planning and ordering
10	Line operating procedures/transfer	3	Production forecasting
11	Stock receipt from production line	4	Agency planning and ordering
12	Quarantine procedure	5	Agency forecasting
13	Pick Labrador order	6	Coordinate external and inter-company orders
14	Picking procedure for repack Products/Orders	7	Filling in reports – Norco fulfilments
15	Truck order sequence	8	Process external receivables
16	Vendor order sequence	9	Reclassification of product codes in SAP
17	Obtaining pick slip	10	Actively promote safety awareness and a proactive safety culture
18	Collate orders and paperwork	11	Capable of filling in for, and acting on behalf of, the Coordinator as required.
19	Check order before sending	12	Participate in Front Line Management Training
20	Filing	13	Actively participate in further training as required by the business
21	Use of PA system	14	Assist in facilitating Employee Feedback Sessions
22	Model safe work practices		
23	Model Norco's Values & Behaviours		

**** Skills Matrix Data will be made available to individual employees upon request from supervisors or a manager.**

APPENDIX 3 - 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:

- i. Works from complex instructions and procedures;
- ii. Assists in the provision of on-the-job training to a limited degree;
- iii. Co-ordinates work in a team environment or works individually under general supervision;
- iv. 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.
- * 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.

APPENDIX 3 - MAINTENANCE GROUP CLASSIFICATION STRUCTURE cont'd

- (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 4 - 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:

Level 1 - means an adult employee who -

- (i)
 - 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 in accordance with the company's operational requirements.

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

Level 4 - 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

APPENDIX 4 - ADMINISTRATIVE GROUP CLASSIFICATION STRUCTURE, cont'd

- (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 2 - 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.

LONG SERVICE LEAVE ACCRUAL CALCULATIONS

Long Service Leave calculation tables on the basis of: 8 ²/₃ weeks' (2 months) leave for 10 years' service and 13 weeks' leave for 15 years service												
Completed Years of Service / Employment	Completed Months of Service/Employment											
	0	1	2	3	4	5	6	7	8	9	10	11
					Weeks' Entitlement							
0	-	.0722	.1444	.2167	.2889	.3611	.4333	.5055	.5778	.6500	.7222	.7944
1	0.8667	.9389	1.0111	1.0834	1.1556	1.2278	1.3000	1.3722	1.4445	1.5167	1.5889	1.6611
2	1.7333	1.8055	1.8777	1.9500	2.0222	2.0944	2.1666	2.2388	2.3111	2.3833	2.4555	2.5277
3	2.6000	2.6722	2.7444	2.8167	2.8889	2.9611	3.0333	3.1055	3.1778	3.2500	3.3222	3.3944
4	3.4667	3.5389	3.6111	3.6834	3.7556	3.8278	3.9000	3.9722	4.0445	4.1167	4.1889	4.2611
5	4.3333	4.4055	4.4777	4.5500	4.6222	4.6944	4.7666	4.8388	4.9111	4.9833	5.0555	5.1277
6	5.2000	5.2722	5.3444	5.4167	5.4889	5.5611	5.6333	5.7055	5.7778	5.8500	5.9222	5.9944
7	6.0667	6.1389	6.2111	6.2834	6.3556	6.4278	6.5000	6.5722	6.6445	6.7167	6.7889	6.8611
8	6.9333	7.0055	7.0777	7.1500	7.2222	7.2944	7.3666	7.4388	7.5111	7.5833	7.6555	7.7277
9	7.8000	7.8722	7.9444	8.0167	8.0889	8.1611	8.2333	8.3055	8.3778	8.4500	8.5222	8.5944
10	8.6667	8.7389	8.8111	8.8834	8.9556	9.0278	9.1000	9.1722	9.2445	9.3167	9.3889	9.4611
11	9.5333	9.6055	9.6777	9.7500	9.8222	9.8944	9.9666	10.0388	10.1111	10.1833	10.2555	10.3277
12	10.4000	10.4722	10.5444	10.6167	10.6889	10.7611	10.8333	10.9055	10.9778	11.0500	11.1222	11.1944
13	11.2667	11.3389	11.4111	11.4834	11.5556	11.6278	11.7000	11.7722	11.8445	11.9167	11.9889	12.0611
14	12.1333	12.2055	12.2777	12.3500	12.4222	12.4944	12.5666	12.6388	12.7111	12.7833	12.8555	12.9277
15	13.0000	-	-	-	-	-	-	-	-	-	-	-

Signed for and on behalf of
NSW LOCAL GOVERNMENT, CLERICAL,
ADMINISTRATIVE, ENERGY, AIRLINES
AND UTILITIES BRANCH OF THE
AUSTRALIAN SERVICES UNION.



(Signature)

General Secretary

(Title)

Graham Kelly

(Print Name in Full)

In the presence of:



Daniel Papps

(Print Name of Witness)