



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Nestle Australia Limited T/A Nestle
(AG2016/1430)

NESTLE SMITHTOWN ENTERPRISE AGREEMENT 2016

Food, beverages and tobacco manufacturing industry

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 14 JULY 2016

Application for approval of the Nestle Smithtown Enterprise Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the *Nestle Smithtown Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Nestle Australia Limited T/A Nestle. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[4] The Australasian Meat Industry Employees Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement was approved on 14 July 2016 and, in accordance with s.54, will operate from 21 July 2016. The nominal expiry date of the Agreement is 29 April 2019.



COMMISSIONER

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NESTLÉ

SMITHTOWN

ENTERPRISE

AGREEMENT

2016

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

1. ARRANGEMENT

Clause No:

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POLICIES APPENDIX

2. CONSULTATION

- 2.1 Where the Company has made a definite decision to introduce a major workplace change to production, program, organisation, structure, or technology that is likely to have a significant effect on employees, the Company must notify the employees who may be affected by the decision and the Union.
- 2.2 A major workplace change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees;
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees;
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (d) the alteration of hours of work;
 - (e) the need to retrain employees;
 - (f) the need to relocate employees to another workplace; and
 - (g) the restructuring of jobs.
- 2.3 As soon as practicable after a definite decision has been made, the Company must discuss with the affected employees and the Union (or other appointed employee representative as notified to the Company by an affected employee):
- (i) the introduction of the change;
 - (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
- 2.4 For the purposes of the discussion, the Company must provide, in writing, to the affected employees and the Union (or other appointed employee representative as notified to the Company by an affected employee):
- (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.

Provided that the Company is not required to disclose confidential or commercially sensitive information.

- 2.5 The Company must give prompt and genuine consideration to matters raised about the major change by the affected employees or on their behalf by the Union (or other appointed employee representative as notified to the Company by an affected employee).

3. MULTI SKILLING

The Company and the employees bound by this Agreement agree to observe the existing multi-skilling arrangements and to pursue and eliminate any remaining impediments to multi-skilling and broadening the range of tasks which an Employee may be required to perform.

4. INDUCTION OF NEW EMPLOYEES

As part of the Company's Induction Procedure the Union Delegate(s) will be given the opportunity to meet with the new Employee during the Induction Programme.

Existing facilities will be available for the purpose of the meeting and discussions.

5. GRIEVANCE PROCEDURE

To provide for the smooth resolution of grievances on site the Company and the employees bound by this Agreement will take all reasonable steps to ensure the following procedure is followed responsibly and expeditiously without affecting work performance or productivity. The Employees will co-operate positively in reviews of work practices aimed at improving productivity.

- 5.1 If an Employee has any problem or concern in relation to his/her employment he/she shall in the first instance discuss the matter with his/her Supervisor who will endeavour to resolve the issue expeditiously.
- 5.2 Any unresolved matter shall then be referred to the Department Head.
- 5.3 Should the dispute still remain unresolved, appropriate assistance should then be sought from the Factory Manager and if requested by an employee, an official of the Union (or other appointed Employee Representative as notified to the Company by an affected employee).
- 5.4 In the event of no agreement being reached within seven (7) days, the dispute may be referred to the Fair Work Commission for conciliation at first instance by either the Company or the employees bound by this Agreement.
- 5.5 Where conciliation fails to resolve a dispute, FWC is empowered to resolve the matter by arbitration if the matter is:
 - about the interpretation, application or process of implementation of a term or terms under this agreement.
 - in relation to the National Employment Standards

If the matter is not limited to these matters FWC may only arbitrate if the Company and the employees bound by this Agreement agree to binding arbitration.

- 5.6 Until the matter is determined, work shall continue in accordance with the pre-dispute conditions except where a trial is put in place in line with Consultation and Productivity (Clause 13) in which case the trial will go ahead.
- 5.7 Nothing in this clause will operate to the detriment of an Employee's health and safety.
- 5.8 At any stage of the grievance being handled an employee will be afforded the option of having an Employee Representative (which includes a Union Representative) present and will also be given time to consult with that Representative prior to any discussions.

6. DEFINITIONS

6.1 FULL-TIME EMPLOYEE

Is an Employee appointed after completion of the probationary period, who is employed to work for the full ordinary hours for an indefinite period and who is paid by the week. (See 25.2).

6.2 PART-TIME EMPLOYEE

A Part-Time Employee is one appointed, after completion of the probationary period, to a weekly position for an indefinite period, working regular days and regular hours, either of which are less than the number of days or hours worked by a Full-Time employee (See 25.2).

A Part-Time Employee receives, on a pro rata basis equivalent pay and conditions to those of a full-time employee who does the same kind of work.

The Company must inform the Part-Time Employee of their minimum ordinary hours of work and associated starting and finishing times. Provided that a Part-Time employee may work additional hours, up to the full-time equivalent hours, at his/her ordinary rate of pay.

A Part-Time Employee must be engaged for a minimum of three consecutive hours on any day or shift. In order to meet their personal circumstances, a Part-Time Employee may request and the Company may agree to an engagement for less than the minimum of three hours.

6.3 CASUAL EMPLOYEE

Is an Employee engaged and paid by the Company as a casual in accordance with clause 29 for a minimum of four and a maximum of twelve hours per day.

6.4 LABOUR HIRE EMPLOYEE

Is an Employee engaged and paid by a Labour Hire Agency.

6.5 TEMPORARY PERMANENT EMPLOYEE

Is an Employee engaged as if he/she was a Permanent Employee but on a temporary basis for a specific period of at least 38 ordinary hours (36 ordinary hours in the event of covering and/or providing extra assistance to areas with permanent Annualised Wage System employees) for the purpose of providing temporary cover for a Permanent Employee who is temporarily absent or unavailable. The parties acknowledge that a Temporary Permanent Employee should not be employed to indefinitely replace a Permanent Employee.

Where an Temporary Permanent Employee is engaged on a short term temporary basis, ie between 1 and 3 weeks duration, there shall be a maximum of 5 such engagements per calendar year.

6.6 DAYWORK EMPLOYEE

Is an Employee whose ordinary hours of work are performed between 6.00am and 4.00pm or as otherwise agreed Monday to Friday inclusive.

6.7 FIVE (5) DAY SHIFTWORK EMPLOYEE

Is an Employee other than a day work Employee whose ordinary hours of work are performed at any time Monday to Friday inclusive.

6.8 SEVEN (7) DAY SHIFTWORK EMPLOYEE

Is an Employee other than a day work Employee or a five (5) Day Shiftwork Employee whose ordinary hours of work are performed at any time of any day of the week.

6.9 TWELVE (12) HOUR SHIFTWORK EMPLOYEE

Is an Employee whose ordinary hours of work fall into a continuous 12 hour shift roster covering all days of the week.

6.10 DAY'S PAY

Unless otherwise specified is 0.2 of the Daywork Employee's, Five (5) Day Shiftwork Employee's or Seven (7) Day Shiftwork Employee's relevant weekly Grade Wage Rate prescribed by this Agreement.

6.11 UNION

Means the Australasian Meat Industry Employees' Union, Newcastle and Northern Branch.

6.12 COMPANY

Means Nestlé Australia Ltd, ACN 000 011 316.

6.13 EMPLOYEE

Means a person employed by the Company in a position or classification covered by this Agreement.

6.14 AGREEMENT

Means the *Nestle Smithtown Enterprise Agreement 2016* unless the context indicates that the word should be given its ordinary meaning.

6.15 LABOUR HIRE AGENCY

Means a company or organisation whose primary purpose is to employ, and then provide, individual workers to the Company to supplement its workforce for the purpose of temporary or urgent work and/or to cover absences.

6.16 PERMANENT EMPLOYEES

Means Full-Time and Part-Time Employees respectively.

6.17 TEMPORARY WORKERS

Means Nestlé Casual Employees, Nestlé Temporary Permanent Employees and employees of a Labour Hire Agency, collectively.

6.18 SMITHTOWN SITE

Means the Company's factory located at Rawson St, Smithtown in New South Wales

7. CLASSIFICATIONS

Savings Provision

No employee will receive a reduction in their base weekly rate of pay as a result of the introduction of the new 2013 classification structure.

An employee who was in receipt of historic CBT based payments in addition to their base Grade Wage Rate under previous agreements will continue to receive those payments. Such payments will be subject to the percentage increases which will be applied to the weekly wage rates prescribed by this Agreement.

Full-time Employees shall be paid the relevant Grade Wage Rate set out in Clause 37 (Table 1), according to the Classification definitions contained in this clause.

Regardless of the particular level an employee is appointed to, all employees in the performance of their work are responsible for:

- Housekeeping and cleaning in their work area
- Working safely and applying required hygiene and health, safety and environment standards, programs, procedures and policies
- Carrying out basic instruction, training and support to assist others to perform their work. This includes assistance with on the job training provided they are skilled to do so.
- Performing basic quality checks
- Data entry and record keeping/maintenance, including use of computerised and other electronic equipment as required.
- Basic fault finding, problem solving and continuous improvement initiatives
- Complying with all work procedures and routines
- In the case of operating a machine or equipment, this includes machine set up, changeovers, operation and machine care

Level 1

Description

- Applies to all new employees who do not hold the required experience and/or skills sufficient for appointment to a Level 2 or higher position and who are undertaking up to 500 hours induction training (including training in the skills required for a Level 2 position).
- Upon completion of the induction training, the employee will progress to a Level 2 position, provided that:
 - At or before the completion of 500 hours, the company may elect to conduct a skills and/or knowledge assessment directly relating to skills and/or knowledge acquired during the induction training period.
 - On successful completion of the assessment, the employee will progress to a Level 2 position.
 - If the employee fails to successfully complete this assessment, he/she will remain at Level 1 for an extended induction training period of up to a further 100Hrs.
 - Thereafter, the employee will progress to a Level 2 position unless (a) the company elects to reassess the employee at or before the completion of the extended period and (b) the employee fails to successfully complete this assessment.
 - If the employee fails to successfully complete the assessment, his/her employment will be reviewed and either (a) the Company may elect to continue his/her employment or (b) without prejudice to either the Company's or the employee's contractual or statutory rights with respect to termination of employment, the Company may terminate employment based on the assessment results. Feedback must be provided to the employee on the results of the assessment when such a decision is made.

An employee at Level 1:

- Participates in intensive on-the-job training of the tasks and duties of a Level 2 employee including familiarisation with the workplace.
- Performs routine activities which require the practical application of basic skills and techniques.
- Performs work under close monitoring and supervision with instruction and assistance being readily available.
- Uses basic numeracy, written and verbal communication skills.
- Uses sound levels of interpersonal skills and demonstrates ability to work in a team environment
- Ability to exercise discretion is minimal.
- Provide solutions to problems are found in established procedures and instructions with assistance readily available.
- Minimal scope for interpretation and analysis.

Level 2

Description

An employee at Level 2 is an employee who has:

- (i) Successfully completed an assessment under Level 1; or
- (ii) Has recognised prior experience and/or skills equivalent to a Level 2, as determined by the Company.

An employee at Level 2:

- Performs work requiring the exercise of skills, abilities and competencies above and beyond that required of Level 1 employees
- Performs a range of activities and duties requiring the application of established work procedures, routines, methods and standards.
- Performs work under general direction with assistance readily available.
- Exercises limited initiative, discretion and/or judgment within established procedures and/or guidelines.
- Performs work involving low levels of variability and complexity – with solutions to problems requiring limited judgement and discretion and with assistance readily available.
- Is responsible for the quality of own work and is able to understand and implement quality control techniques within the confines of the work area(s) for which they are skilled to perform work in.
- Demonstrates a thorough knowledge and understanding of work procedures and process and the variables that impact on product, quality, speed and cost within the confines of the specific work area(s) in which they are skilled.
- Resolves problems of some complexity usually confined to particular work areas and within established constraints.
- Interprets and analyses procedures, routines, methods, standards and information in carrying out their duties involving limited complexity.
- Is able to inspect products and/or materials for compliance with established operational standards or procedures within the confines of the particular work area for which they are skilled.
- May undertake training to enable the employee to work at Level 3 or above.

Level 2 Indicative Areas and Tasks

Level 2 Indicative Areas	Level 2 Indicative Tasks
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<p>Level 2 employees would normally work in any of the following areas* in the factory including a combination of these areas:</p> <ul style="list-style-type: none"> • Fill & Pack (including Cafe Menu/Stick pack, Nesquik and Wolf line) • Materials Preparation 	<p>Level 2 employees will be required to perform any of the following tasks* or a combination of tasks for which they are appropriately skilled. Without limiting the parties' intentions to facilitate multi-skilling within the factory. At a minimum, it is expected that Level 2 employees are skilled and trained to perform at least 3 of the below indicative tasks:</p> <ul style="list-style-type: none"> • Case Packing/Cartoning • Filling • Labelling • Palletising/Depalletising • Tipping • Tray and Shrink • Nesquik Plant Operating • Materials Preparation
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* The parties acknowledge that these lists are not exhaustive. Consequently, as changes are introduced into the factory from time to time, employees will be required to perform such tasks (and work within such areas) for which they are appropriately skilled. Nothing in this Agreement shall be taken to read that the lists of indicative areas and/or tasks will be interpreted narrowly or exhaustively.

Level 3

An employee at Level 3 performs work above and beyond the requirements of a Level 2 employee, and:

An employee at Level 3:

- Performs work requiring the exercise of skills, abilities and competencies above and beyond that required of Level 1 and 2 employees.
- Exercises initiative, discretion and/or judgment and may be required to act independently within established procedures and/or guidelines.
- Performs work which may require high levels of variability and complexity
- Problem resolution may not be confined to a particular work area. More Senior employees (Team Leaders or higher) may be relied upon for assistance in resolving more complex problems.
- Performs work which customarily will impact on various stages of the production/manufacturing process.

The impact of any error for work at this level is likely to have more serious ramifications for other processes and tasks carried out at the site (including production suspension, and sample testing and action to ensure compliance with necessary laboratory standards for release of product).

Level 3 Indicative Areas	Level 3 Indicative Tasks
<p>Level 3 employees would normally work in any of the following areas* in the factory including a combination of these areas:</p> <ul style="list-style-type: none"> • Scott Plant • Extract Plant • Quality Assurance (Laboratory) • Booster • Logistics 	<p>Level 3 employees will be required to perform any of the following tasks* or a combination of tasks for which they are appropriately skilled. Without limiting the parties' agreement to facilitate multi-skilling within the factory, at a minimum, it is expected that Level 3 employees are skilled and trained to perform at least 3 of the below indicative tasks:</p>

	<ul style="list-style-type: none"> • Grinding/filling operation • Dryer operating • Dry mix operating • Cleaning relief • Tun operating • Pan operating • Laboratory (including sensory, chemistry, micro, and pathogen) • Dispatch coordination • Good receipt • Licensed Forklift operation
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* The parties acknowledge that these lists are not exhaustive. Consequently, as changes are introduced into the factory from time to time, employees will be required to perform such tasks (and work within such areas) for which they are appropriately skilled. Nothing in this Agreement shall be taken to read that the lists of indicative areas and/or tasks will be interpreted narrowly.

Technical Co-ordinator (TCO)

An employee at the Technical Co-ordinator level is appointed by the Company and performs work above and beyond the requirements of a Level 2 or Level 3 position. A Technical Co-ordinator shall be paid their relevant Grade Wage Rate and the Technical Co-ordinator allowance as specified in Clause 37 Table 2, with the exception of Scott Plant TCOs who will be paid the weekly/hourly rate specified in Clause 37 Table 1 for the TCO Level plus the Technical Co-ordinator allowance as specified in Clause 37 Table 2

A Technical Co-ordinator:

- is responsible for the technical, production and administrative coordination of a work area(s); and
- Exercises higher levels of initiative, decision making and complex problem solving abilities and will be required to perform the following indicative tasks:

Indicative Tasks of a Technical Co-ordinator include:

<i>Production Control & Coordination</i>	<ul style="list-style-type: none"> • <i>Arrange and follow up engineering call-ins as required to ensure necessary maintenance is carried out on machinery within work area(s)</i> • <i>Arrange appropriate labour coverage for unplanned leave as required and according to applicable call-in protocols</i> • <i>Identify, correct and record production anomalies</i> • <i>Optimise resources utilisation within the team/site to achieve team goals and the production plan</i> • <i>Assist with identification of training and development needs of team members</i> • <i>Is the primary contact for technical assistance and guidance for operators as and when required</i> • <i>Adhere to production document control requirements</i> • <i>Leading and participation as required in improvement activities including specified projects</i>
<i>Communication</i>	<ul style="list-style-type: none"> • <i>Thorough communication of all operational and other changes/issues/priorities to shift team(s) and next shift TCO at changeover, to ensure a timely and accurate handover</i> • <i>Exercise swift and discretionary communication to on-</i>

	<i>call manager as required</i> <ul style="list-style-type: none"> • <i>Escalate difficulties, barriers and/or resistance to the technical coordination of the area</i>
Administration	<ul style="list-style-type: none"> • <i>Ensure all relevant data (by you and other operator/s under your technical coordination) is entered correctly and in a timely manner into SAP and SAM and other systems as required from time to time</i> • <i>Ensure all documentation has been correctly completed, signed off, entered in SAP/SAM and other systems as required and filed in a timely manner.</i> • <i>Ensure Process Orders and other documents/processes as required are ready for Line Manager's review.</i> • <i>Data entry for payroll purposes into the timekeeping system (or other systems as applicable), for the Line Manager to review and approve where required</i> • <i>Participate in documentation review as required</i>
Safety	<ul style="list-style-type: none"> • <i>Through technical coordination of an area, ensure all activities are conducted in compliance with environmental, safety (food and personal) and company policies and procedures</i> • <i>Work with Health and Safety Representative through the appropriate forum in promoting safety programs identifying and addressing potential safety hazards and risk assessments</i> • <i>Initiate and complete documentation following the Incident Investigation Procedure</i>

Historical Grade 2

An employee at the Historical Grade 2 level is an employee:

- whose Grade Wage Level was Grade 2 under the Agreement which expired on 29 April 2013; and
- who is in receipt of historical CBT payments.

Historical Grade 3

An employee at the Historical Grade 3 level is an employee:

- whose Grade Wage Level was Grade 3 under the Agreement which expired on 29 April 2013; and
- whose classification would otherwise be Level 2 under this Agreement; and/or
- who is in receipt of historical CBT payments.

Historical Grade 4

An employee at the Historical Grade 4 level is an employee:

- whose Grade Wage Level was Grade 4 under the Agreement which expired on 29 April 2013; and
- whose classification would otherwise be Level 2 or 3 under this Agreement; and/or
- who is in receipt of historical CBT payments.

Historical Grade 5

An employee at the Historical Grade 5 level is an employee:

- whose Grade Wage Level was Grade 5 under the Agreement which expired on 29 April 2013; and
- who is in receipt of historical CBT payments.

8. HOURS OF WORK

- 8.1 Ordinary hours of work shall be scheduled not to exceed an average of thirty-eight (38) hours per week in a work cycle.
- 8.2 Except for a meal break or rest period ordinary hours on any day shall not be worked in broken periods (See Clause 11 and 12).
- 8.3 At least ten (10) hours (or a lesser period by mutual agreement but no less than eight (8) hours) shall lapse between an Employee's ordinary hours of work on any one day or shift and the next.
- 8.4 The Company shall post a roster of the ordinary work hours of all Employees and shall not change this roster, except by mutual agreement or except in the case of an emergency, unless fourteen (14) days notice is given to the Employee concerned.
- 8.5 By mutual agreement between the Company and an Employee the hours or days of work may be altered without incurring penalties.
- 8.6 Ordinary hours of work for a Daywork Employee shall be restricted to a maximum of eight (8) on any day. However by mutual agreement up to 10 ordinary hours may be worked.
- 8.7 The method of implementation of a Twelve Hour Day shall be subject to negotiation between the Company, the Employees and if requested by the employees, the Union.
- 8.8 The extension of 12 Hour Shift System beyond present work units will be subject to negotiation between the Company, the Employees and if requested by the employees the Union.
- 8.9 Split Shifts

By agreement, an employee may work a split shift/engagement on a day provided:

- There shall be no more than two work periods in a split shift/engagement;
- Each work period will be for a minimum of 3 hours and a maximum of 4 hours (meaning that the total engagement will be for a minimum period of 6 hours and a maximum period of 8 hours);
- The second work period will be completed within 12 hours of the commencement of the first work period; and
- Applicable shift loadings will apply to any work period which falls within the relevant shift definitions.

- 8.10 Absence & Roster Vacancy Cover – All Areas

Planned Absences – The Company will fill planned roster vacancies as appropriate, which includes filling the vacancy with Permanent Employees

(whether within or outside of the work area) and/or with Temporary Workers.

Unplanned Absences – will be treated as available overtime for the purpose of clause 10.11 and as unplanned overtime which is outside of ordinary hours and on call-back for the purpose of clause 10.12.

9. ROSTERED DAYS OFF (RDO)

9.1 Five (5) day, seven (7) day Shiftwork Employees and Daywork Employees scheduled to work in excess of 38 ordinary hours per week in a work cycle will have 0.4 hours accumulated for a RDO. The 0.4 hours will accumulate when an Employee works all their scheduled ordinary hours on a day and when on paid sick leave; paid public holidays; paid jury service; paid compassionate leave and paid family leave.

9.2 There is no accrual of an RDO when on Annual Leave or an RDO.

9.3 Once an employee has accrued the equivalent of 45.6 hours RDO, the company may request the employee to utilise such RDO hours within one (1) month or by mutual agreement for hours over and above this accrued amount.

If an employee has a need to accrue further RDO hours, this may be arranged by mutual agreement with the Company.

9.4 A RDO shall be taken at a time or times mutually agreed upon when the employee has accumulated seven point six (7.6) hours credit for each day off which shall be deducted from accumulated credit hours. An employee may, with the consent of the Company, take RDO's in part day amounts. Payment for a RDO shall be at the same rate as if worked. An Employee shall not be entitled to sick leave for illness on a RDO.

9.5 Where by agreement an Employee works on a RDO, the Employee may, by agreement, be granted a substitute RDO at a mutually agreed time or may be paid overtime rates for the time worked.

9.6 All accrued RDO will be paid out upon termination of employment.

9.7 An Employee may elect, with the consent of the Company, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Company and Employee, or subject to reasonable notice by the Employee or the Company.

9.8 An employee may apply to take an RDO by giving at least one calendar weeks' notice (or a lesser amount of notice by mutual agreement) prior to the intended date; provided that the Company may decline an application having regard to its operational requirements, but it may not do so unreasonably.

10. OVERTIME

- 10.1 An Employee shall work reasonable overtime as required.
- 10.2 Any time worked in excess of the ordinary hours on any one day shall be overtime and paid for at a rate of time and a half for the first two (2) hours and double time thereafter calculated on the Employees relevant weekly Grade Wage Rate.
- 10.3 Where an Employee is required to work overtime not continuous with the completion or commencement of his or her ordinary scheduled work hours he or she shall be employed for a mutually agreed period of time and paid for the time worked at the overtime rate.
- 10.4 Where overtime extends from one day into the next, such a period of overtime shall be regarded as all having been worked on the first day for payment purposes.
- 10.5 Where an employee works more than three (3) hours overtime on site on call back or continuous with the completion of his or her scheduled ordinary working hours:
- A day work employee shall be allowed a minimum of eight (8) continuous hours break prior to resuming work.
 - A shift work employee shall be allowed a minimum of ten (10) continuous hours break prior to resuming work, or eight (8) at change of shift or by mutual agreement
- 10.6 Should the break required in 10.5 not be allowed, an employee shall be paid at double time of the employees' relevant weekly Grade Wage Rate for all time worked after the completion of overtime until such a break is allowed.
- Where an employee requests or arranges a change to their roster clause 10.5 does not apply.
- 10.7 a) An Employee who is required to work two hours overtime after their normal finishing time without being notified the previous working day shall be entitled to meal allowance as per Clause 37 Item 4 of Table 2.
- b) An Employee who is required to work two hours overtime before their normal starting time without being notified the previous working day shall be entitled to meal allowance as per Clause 37 Item 4 of Table 2.
- 10.8 An Employee, other than an Employee rostered to work ordinary hours on a Saturday, shall be paid time and a half for the first two (2) hours and double time thereafter for Saturday work.
- 10.9 An Employee, other than an Employee rostered to work ordinary hours on a Sunday, shall be paid double time for all time worked on Sunday.
- 10.10 An Employee not rostered to work but required to work on a Public Holiday falling on a Monday to Friday who has not been given the required notice (as per Clause 8.4) shall be paid (as per Clause 17.7).

- 10.11 Permanent Employees will receive first preference for overtime available in their work area.
- 10.12 Where overtime is accepted by a Permanent Employee (as offered in clause 10.11), a minimum 4-hour engagement will apply for:
- unplanned overtime which is outside of ordinary hours and on call-back; and
 - weekend overtime.
- 10.13 Where an employee is required to work overtime onsite on call back or continuous with the completion of his or her scheduled ordinary hours, the employee shall be allowed one paid 10 minute rest break per overtime engagement of 4 hours duration. A rest break during an overtime engagement of less than 4 hours may be mutually agreed, however will be an unpaid rest break.
- 10.14 By agreement between an employee and the Company, an employee may receive time off in lieu of payment for overtime worked on an hour for hour basis. Such time off in lieu will be taken at a time mutually agreed between the employee and their manager.

11. MEAL BREAKS

- 11.1 Daywork Employees shall be allowed a thirty (30) minute unpaid meal break when working day work.
- 11.2 5 day and 7 day Shiftwork Employees shall be allowed a twenty (20) minute paid meal break when working shiftwork as follows:
- | | |
|--|--|
| Five (5) Day Shiftwork Employee (two shift rotation - Day, Afternoon) | Paid meal break on the afternoon shift only. The break arrangements for day work will apply for day shift. |
| Five (5) Day Shiftwork Employee (three shift rotation - Day, Afternoon, Night) | Paid meal break on all shifts |
- 11.3 Employees working a 12 Hour Shift system shall be allowed a 40 minute paid meal break which may be taken as agreed.
- 11.4 Unless otherwise agreed Employees shall not be required to work more than 5 ordinary hours without a meal break.
- 11.5 Notice will be given the previous working day of the Company's intention to vary the time of the meal break. Variation of the time of the meal break will not incur penalty rates.
- 11.6 Overtime rates will be paid for the meal break if the Company fails to give notice the previous working day of its intention to vary the time of the meal break the following day.
- 11.7 Where an employee is required to work more than 4 consecutive hours of overtime, he/she will be provided with a paid twenty (20) minute paid break.

12. REST PERIODS

12.1 A paid rest period of ten (10) minutes will be allowed at agreed times both before and after the meal break each day in the rest area.

12.2 Break Times for Day Workers

Unless otherwise indicated or advised:

- At the moment ordinary hours for Day work begins at 7am on the line;
- The first staggered break beginning at 9:30am – this consists of a ten minute break plus 5 minutes wash and walk time.
- The staggered lunch break begins at 12pm
- Employees at 3:15pm end work on the line and have 5 minutes wash time
- Employees may leave site at 3:20pm and be paid until 3:30pm for that day, in lieu of the forfeited after lunch break of 10min.
- Where overtime is continuous to the completion of scheduled ordinary hours and less than 2 hours, the afternoon rest break can be forfeited for dayworkers to take at the end of overtime, eg. Employees commence overtime at 3:15pm and finish on the line at 5:15pm (to be paid their afternoon tea break at ordinary time until 5:30pm, with overtime of 2 hours).
- Where overtime is continuous to the completion of scheduled ordinary hours and greater than 2 hours, the afternoon rest break for dayworkers must be taken prior to the overtime commencing, ie. Employees finish on the line at 3:15pm for their afternoon rest break with overtime commencing on the line at 3:30pm.

13. CONSULTATION AND PRODUCTIVITY

The Company and the employees bound by this Agreement are committed to continuous improvement of product quality, work environment, work performance, productivity and structural efficiency through consultation and working together to resolve problems. The Company and the employees (represented by the Union if they so choose) agree to continue to enhance flexibility, productivity and efficiency of the Factory through a review of working patterns and arrangements as necessary from time to time.

To achieve this:

- A Consultative Committee (CC) comprising of up to 5 union delegates and relevant management representatives will meet quarterly or otherwise as necessary.

The CC's purpose is to provide a mechanism to:

- Enhance communication and consultation between the parties on matters of mutual interest. Individual issues will not be considered by the CC.
- Conduct a regular Workforce Review.
- Review factory performance against Factory KPIs.
- Consider employee suggestions for continuous improvements in the Factory's operational efficiency.

The CC meeting agenda will include a Workforce Review which will include:

- a. Review and determine the current 'permanent establishment' headcount and review any actual or proposed changes to the establishment at each meeting.
- b. Review the extent to which there are any vacant permanent positions and/or any proposed new permanent positions.
- c. Monitoring the use of Temporary Workers (Casual Employees, Employees of Labour Hire Agencies and Temporary Permanent Employees).
- d. Monitoring the Factory's compliance with clause 29.13.
- e. Reviewing access to shifts which are available as a result of planned or unplanned absences.
- f. Considering the extent to which any employees who have been engaged by the Company as Casual Employees on a regular and systematic basis under this agreement during a period of at least six months (referred to hereafter as 'Eligible Casual(s)') should be:
 - i. Converted to become a Full-Time Employee, having regard to the relevant terms of this Agreement, the number of hours worked by the Eligible Casual, any pattern in their engagements and any outcomes from the Workforce Review generally.
 - ii. Converted to become a Part-Time Employee, having regard to the relevant terms of this Agreement, the number of hours worked by the Eligible Casual, any pattern in their engagements and any outcomes from the Workforce Review generally.

Where the CC does not reach a consensus position on whether an Eligible Casual should be converted to become either a Full-Time or Part-Time Employee, the management representatives must provide their reasons to the CC for refusing a conversion (where their refusal is the reason for a lack of consensus).

Where a Casual Employee is offered and does not accept a Full-Time or Part-Time position, the Company will take the necessary steps to fill the position with an alternative permanent employee.

Any dispute about the conversion of Eligible Casuals to Full-Time or Part-Time employment shall be dealt with in accordance with Clause 5 - Grievance Procedure of this Agreement.

To provide a process for change, the following provisions shall apply:

Where an issue is raised by the Company or the employees as part of continuous productivity improvement, consultation shall take place as follows:

- a) The changes shall be explained to all affected Employees including details of how the change or changes will work and how they will improve or alter productivity including output, waste, cost, etc.
- b) Employees will have their input and any alteration (s) considered.
- c) Where agreement is reached on the proposed changes, they will be implemented as soon as practicable.
- d) If no agreement is reached, provided the changes are permitted by the terms of the agreement, they may be implemented on a trial basis as soon as practicable

after the expiry of two working weeks from the date on which the productivity improvement is first raised. It is recognised that a trial having a direct impact on all Employees may not be capable of immediate implementation but shall not take longer than four working weeks to implement. The consultative process will continue while the trial continues.

Either the Company or the employees bound by this Agreement may take the issue to the Fair Work Commission (FWC) at any stage after the issue is raised for assistance with the matter.

Where an occupational health and safety issue is raised, it shall be processed in accordance with the applicable Occupational Health and Safety legislation.

Where an Employee has personal difficulties arising from a productivity improvement, those difficulties will be promptly investigated and the Employee will have recourse to the Grievance Procedure (Clause 5) as outlined in the Agreement.

Any agreements or policy changes, entered into and signed by the members of the CC shall be binding on the parties, provided that no agreements shall have any effect to the extent that it operates to reduce any term or condition of employment covered by this agreement, and provided further that such agreements shall not contain matters which are prohibited by the Fair Work Act from being contained in an enterprise agreement.

14. WAGE INCREASES

The following increases will apply to wages during the term of this Agreement:

- a) from first pay period commencing on or after 29 April 2016, a 1.5% increase.
- b) from first pay period commencing on or after 29 October 2016, a 1.5% increase.
- c) from first pay period commencing on or after 29 April 2017, a 1% increase.
- d) from first pay period commencing on or after 29 October 2017, a 1.5% increase.
- e) from first pay period commencing on or after 29 April 2018, a 1% increase.
- f) From the first pay period commencing on or after 29 October 2018, a 1.5% increase

The increases have been agreed to by the Company on the assumption that there will be continuous improvement in the Factory performance during the term of this Agreement. The parties acknowledge that any deterioration in Factory performance during the term of this Agreement will impact the Company's position with respect to future pay increases in any future enterprise agreement.

Evidence indicating continuous improvement will include:

- i) Positive movement in the Factory's KPI's.
- ii) Agreement by Company and the employees bound by this Agreement on changes required to improve the business.
- iii) No industrial action occurring.

- iv) Satisfactory performance of the site training and consultative processes
- v) Other relevant matters that may be raised by Company and the employees bound by this Agreement.

This evidence shall be regularly considered by the CC. Where progress is unsatisfactory, the reasons for this will be examined and a plan put in place to correct any problems.

15. ALLOWANCES

The allowances described below will be increased in line with scheduled Wage increases.

- 15.1 Emergency Response Allowance** - Employees appointed by the Company as permanent members of the Emergency Response Team shall be paid an allowance as per Clause 37 (Table 2, Item 1) per week, in addition to other payments to which they are entitled under this Agreement. The allowance shall not be included for the calculation of overtime payments or other payments.

The allowance will continue to be paid provided Employee attends the required number of training sessions per calendar year as specified by the Safety Department in order to maintain skill levels and continues to be ready, willing and able to carry out the duties required of an Emergency Response Team Member.

15.2 First Aid

- 15.2.1 First Aid Allowance** – Subject to 15.2.2, an Employee who holds a current First Aid Accreditation and is appointed by the Company as a First Aid Attendant, shall be paid an allowance as per Clause 37 (Table 2, Item 2) per week, in addition to other payments to which they are entitled under this agreement. The allowance shall not be included for the calculation of overtime payments or other payments.

The allowance will continue to be paid provided Employee attends the required number of training sessions per calendar year as specified by the Safety Department in order to maintain skill levels, maintains currency of accreditation and continues to be ready, willing and able to carry out the duties required of a First Aider.

- 15.2.2 Occupational First Aider Allowance** - an Employee who holds a current Occupational First Aid / Workplace First Aid Level 3 accreditation and is appointed by the Company as an Occupational First Aider, shall be paid an allowance as per Clause 37 (Table 2, Item 3) per week, in addition to other payments to which they are entitled under this agreement. An employee who qualifies for this allowance will receive it in lieu of the allowance prescribed in 15.2.1. The allowance shall not be included for the calculation of overtime payments or other payments.

The allowance will continue to be paid to an appointed Employee provided:
(a) he/she maintains currency of their occupational first aid qualification by completing refresher training (b) he/she continues to be ready willing and able to carry out the duties required of an Occupational First Aider and (c) he/she assists in the provision of refresher training to lower level First Aid Officers.

- 15.3 Team Co-ordinator Allowance** - where an employee is nominated by the Company and performs the duties of a Team Co-ordinator, that employee shall

be paid their nominal Grade Wage Rate and an hourly allowance for the hours they are nominated to undertake and perform such duties per Clause 37 (Table 2, Item 8). The total amount of the allowance payable to an employee in any week will not exceed hourly allowance multiplied by 38. The allowance shall not be included for the calculation of overtime payments or other payments.

15.4 Forklift Allowance - an Employee whose position is classified at or below Level 2 or similar historical grade and who:

- (a) is accredited to operate a forklift for which a licence is required
- (b) maintains the currency of their forklift licence; and
- (c) is required to occasionally operate such a forklift from to time

Shall be paid an hourly allowance as per Clause 37 (Table 2, Item 6) per hour for the time spent operating the forklift in addition to other payments to which they are entitled under this agreement. The allowance shall not be included for the calculation of overtime payments or other payments.

Provided that where an employee operates a forklift for more than 1 hour on any day he/she shall be paid a daily allowance as per Clause 37 (Table 2, Item 5).

15.5 Confined Space Allowance – Competent employees suitably trained by the Company and authorised to issue Entry Permits and/or enter Confined Spaces, shall be paid an allowance as per Clause 37 (Table 2, Item 7) per week, in addition to other payments to which they are entitled under this Agreement. The allowance shall not be included for the calculation of overtime payments or other payments.

The allowance will continue to be paid provided the Employee attends the required training sessions specified by legislation and the Safety Department in order to maintain skill levels. The allowance will not continue if the ability to issue Entry Permits and/or enter Confined Spaces is no longer required by the role.

16. MIXED FUNCTIONS

An Employee performing duties of a higher grade job for more than 1 hour on any day (except when working or relieving whilst undergoing training) shall be paid at the higher grade rate for all hours worked on that day including overtime.

17. PUBLIC HOLIDAYS

17.1 Subject to 17.2, the following days shall be Public Holidays:

New Years Day, Australia Day - 26 January, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day – 25 April, Queen's Birthday, Labour Day, Christmas Day - 25 December, Boxing Day – 26 December, Picnic Day, any other day proclaimed and gazetted as a Public Holiday in the State of New South Wales.

17.2 Substitute Public Holidays

For other than 12-Hour Shiftwork Employees

If a day is proclaimed and/or gazetted as a Public Holiday in substitution for any day specified in 17.1, then the substitute day will be the public holiday.

For 12-Hour Shiftwork Employees.

The actual day, as distinct from a substitute day, will be the public holiday.

17.3 By agreement with an Employee or all Employees a day other than the proclaimed/gazetted day may be observed as the holiday.

17.4 In substitution for the Kempsey Show Day and the Kempsey Cup Day, a local holiday shall be allowed and observed as follows:

For other than 12-Hour Shiftwork Employees, the Local Day shall be allowed and observed on a mutually agreed day on or after the first Tuesday in August.

- Full Time Employees – 8 hours will be credited to employee P/D balance
- Casual and Temporary Permanent Employees – shall be paid single extra time for the time worked

For 12-Hour Shiftwork Employees, the Kempsey Show Day and Kempsey Cup Day shall be observed as the first Tuesday in August. This day has been built into the AWS calculation at 7.6 hours.

17.5 For other than 12-Hour Shiftwork Employees, the Picnic Day shall be allowed and observed on a mutually agreed day on or after the first Monday in August.

- Full Time Employees - 8 hours will be credited to employee P/D balance
- Casual and Temporary Permanent Employees – shall be paid single extra time for the time worked

For 12-Hour Shiftwork Employees, the Picnic Day shall be recognised as the first Monday in August. This day has been built into the AWS calculation at 7.6 hours.

17.6 Casual Employees shall be paid single extra time for time worked on a holiday falling on a Monday to Friday inclusive.

17.7 Daywork Employees and Five (5) Day Shiftwork Employees shall receive a day's pay for each holiday falling on a Monday to Friday inclusive.

17.8 Seven (7) Day Shiftwork and Twelve (12) Hour Shiftwork Employees shall receive a day's pay for each holiday, whether rostered to work that holiday or not.

17.9 An Employee rostered to work on a holiday shall in addition to the payment under subclause 17.7 or 17.8 of this clause be paid single time extra for the time worked.

17.10 An Employee not rostered to work on a holiday but required to work on a holiday shall in addition to payment under paragraph 17.7 or 17.8 of this clause be paid time and one half, for the time worked.

17.11 Day work employees and 5 day shift work employees who work on a public holiday that falls on a weekend shall receive double time and one half for all time worked on that day.

18. ANNUAL LEAVE

- 18.1 The provisions of the Fair Work Act 2009 (the Act) apply, which allows for four (4) weeks paid annual leave per annum.
- 18.2 Seven (7) Day Shift Work Employees (who are shiftworkers for the purposes of the National Employment Standards) shall have an additional annual leave entitlement of one (1) weeks leave.
- 18.3 All Employees on taking annual leave that has fallen due in accordance with the Act shall be paid an allowance in advance being the greater of:
- a) 17.5% of the Employees relevant weekly Grade Wage Rate per week of leave taken; or
 - b) The applicable shift allowance for the projected roster.
- 18.4 In relation to mixed functions, for the purpose of calculating an Employee's ordinary pay it shall be the rate applicable at the date of commencement of leave.
- Casual Employees - refer to Clause 29.11.
- Temporary Permanent Employees - refer to Clause 29.12.
- 18.5 Where employees are pre-planning annual leave, discussions should be held with the Department Manager to ascertain business needs at that time and the practicality of such leave.
- 18.6 Management of Excessive Leave
- (i) Employees may accumulate annual leave up to the equivalent of two (2) years' accrual.
 - (ii) Where an employee has accrued the equivalent of 1.5 years accrual the employee's Manager should commence discussions to develop a reasonable plan (by mutual agreement) to ensure the accumulation does not exceed the equivalent of two (2) years' accrual.
 - (iii) The Company may require an employee to take leave with 4 weeks' notice but only if the remaining balance of leave accrued does not fall below the equivalent of one year's leave accrual. However, by mutual agreement an employee may accrue more than two (2) years accrual.

18.7 Cashing out of paid annual leave

Where an Employee has accrued an annual leave entitlement exceeding 2 years' accrual, an Employee may elect with the consent of the Company to cash out a period of annual leave provided that:

- (i) The Company may refuse any request(s) at its discretion;
- (ii) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than one year's accrual;
- (iii) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Company and the Employee; and
- (iv) The Employee must be paid at least the full amount that would have been paid to the Employee had the Employee taken the leave that the Employee has foregone.

18.8 Discussions of the shutdown and its intended duration will commence three (3) months in advance. As far as practicable, six (6) weeks' notice shall be given by the employer of the intended shutdown timeframe. Employees will need to ensure that they have sufficient Annual Leave accumulated for these shut downs and requests for Annual Leave prior to shut downs where employees have low balances may be rejected. Employees who present the Company with Annual Leave requests for exceptional circumstances will be favourably considered on a case by case basis.

19. LONG SERVICE LEAVE

- 19.1 Employees may request to take periods of long service leave in accordance with the relevant legislation, however upon request and agreement with the employer, long service leave may be taken by employees in a greater number of periods than specified in the relevant legislation but of not less than one week continuously.
- 19.2 As much notice as possible should be provided by employees for requests to take long service leave, but not less than 2 weeks. Note, the period of notice provided by the employee will be taken into consideration by the Company in deciding whether to grant an employee's request for leave.
- 19.3 All other matters in relation to long service leave shall be in accordance with the provisions of the NSW Long Service Leave Act 1955.

20. COMPASSIONATE LEAVE

For the life of this Agreement employees covered by it will be entitled to Compassionate Leave in accordance with Nestlé Bereavement Leave policy. Any more generous Bereavement leave provision that applies during the life of this Agreement arising from a company policy, or Government legislation/regulation, will apply to employees covered by this Agreement.

21. JURY SERVICE LEAVE

Permanent and Temporary Permanent Employees required to perform jury service during his or her normal work hours shall be paid the difference between the Employees relevant Grade Wage Rate for the period and the jury service payment.

22. PARENTAL LEAVE

The Company's Parental Leave Policy, applicable at the time of certification of this agreement, shall continue to apply for the duration of this agreement, provided employees shall not be excluded from any improvement to the policy which may occur during that period.

23. REMUNERATION PACKAGING

The Company may offer remuneration packaging. Neither the Company nor an employee may be compelled to enter into a remuneration packaging agreement.

Remuneration packaging shall mean that the employee will have part of their wage packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.

The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this agreement and shall be subject to the following provisions:

- (i) the structure of any agreed remuneration package must comply with taxation and other relevant legislation. Accordingly, the employer has the right to vary or withdraw from a remuneration packaging agreement and/or withdraw from offering remuneration packaging in the event of changes to the operation of legislation that are detrimental to, or increase the costs of, remuneration packaging arrangements
- (ii) in the event that the Company withdraws from a salary packaging agreement, the individual employee's salary will revert to the employee's gross rate of pay specified in this Agreement.
- (iii) notwithstanding any of the above arrangements, the Company and/or an employee may cancel a remuneration packaging agreement by the giving of one month's notice of cancellation to the other party;
- (iv) the calculation of entitlements concerning occupational superannuation will be based on the employee's actual ordinary time rate of pay; and
- (v) the employee may seek independent advice prior to entering into any salary packaging agreement.

24. PERSONAL (SICK) / CARERS LEAVE

- 24.1** Employees, other than casual employees, are entitled to paid Personal/Carer's leave in accordance with this clause.

24.2 Amount of Leave

For each year of service with his or her employer, an employee is entitled to 10 days (76 hours) of paid personal/carer's leave.

24.3 Accrual of leave

An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service, and accumulates from year to year.

24.4 Taking paid personal/carer's leave

An employee may take paid personal/carer's leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) 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 personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

immediate family of an employee means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

24.5 A Part-time employee is entitled to a proportionate amount of personal/carer's leave based on the provisions above.

24.6 Unpaid Absences

Personal/Carer's Leave will continue to accrue whilst an employee is on unpaid leave to a maximum duration of unpaid leave of 52 weeks.

24.7 Notice

An Employee, unable to attend work shall notify the Company:

- For personal (sick) leave, as soon as practicable, of the nature of the illness and the estimated duration of absence in the case of personal(sick) leave.
- For carer's leave, wherever practicable, prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.

24.8 Evidence

Personal/Sick Leave

An employee shall prove to the satisfaction of the Company that he/she was unable on account of illness or injury to attend duty for any absence of more than two days. Where an employee has had two such instances in a calendar year, all further instances of sick leave of more than one day must be proved to the satisfaction of the Company.

Where an employee's single day absences indicate misuse, the Company will review such single day absences with the employee.

Twelve (12) hour shift work employees who work on a public holiday and fall ill the previous or following day, shall not be required to produce evidence of the absence unless the absence is longer than two days.

Carer's Leave

The Employee shall, if required, establish by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

- 24.9 An employee on Workers Compensation with sick leave entitlements, will not be entitled to claim sick leave payments, but upon request to the employer, will be entitled to the difference between the amount received as Workers Compensation and full pay. If the employer pays the difference, the employee's sick leave entitlement under this clause will for each week during such difference is paid, be reduced by that proportion of thirty eight (38) hours which the difference paid bears to full pay.

24.10 Entitlement to unpaid carer's leave

An employee is entitled to 2 days of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

24.11 Make-up time

- a) An Employee may elect, with the consent of the Company to work 'make-up time', under which the Employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.
- b) An Employee on shift work may elect, with the consent of the Company to work 'make-up time' (under which the Employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

25. CONDITIONS OF EMPLOYMENT

25.1 CONTRACT OF EMPLOYMENT

Contracts of Employment shall be as defined in Clause 6.

Each Employee will be advised before commencing employment, the terms of their employment.

An Employees' terms of employment will not be changed unless by mutual agreement.

25.2 PROBATIONARY PERIOD FOR PERMANENT EMPLOYEES

Appointment as a Permanent Employee is subject to a three (3) months probationary period during which performance will be reviewed at monthly intervals and if satisfactory the Employee will remain a Permanent Employee of the Company. If unsatisfactory, employment will be terminated. If within the next three (3) months the Employee's performance becomes unsatisfactory the Company shall take appropriate disciplinary action up to and including termination. However such action will be taken only after the Employee has been afforded the opportunity, should they so chose, to advise the Union and request the Union to participate in the process.

25.3 PROMOTIONS/TRANSFERS - PERFORMANCE REVIEW

The criteria for assessment of Employees for promotion, transfer between departments etc. will include the Performance Review and will be in accordance with the published Discrimination Free Workplace Policy and in the case where all things are equal seniority will be a factor taken into consideration. Employees will be encouraged to participate in an annual Performance Review.

The review sets the minimum frequency for a formal review of the Employees performance against the prescribed assessment criteria. The process provides a forum for Management and the Employee to discuss ongoing development and training in order to improve productivity and efficiency, increase personal skill development, motivation, self esteem and the development of agreed skills related career paths that satisfy the Employees' aspirations and the Company's future needs.

It is recognised that some Employees may not wish to participate in the Performance Review process.

25.4 TERMINATION OF EMPLOYMENT

25.4.1 Notice of Termination by Employer

25.4.1(a) In order to terminate the employment of an employee the employer must give to the employee the following notice:

	Period of Service	Period of Notice
	1 year or less	1 week
	1 year and up to the completion of 3 years	2 weeks
	3 years and up to the completion of 5 years	3 weeks
	5 years and over	4 weeks
25.4.1(b)	In addition to the notice in 25.4.1(a) employees over 45 years of age at the time of the giving of the notice with not less than two years service, are entitled to an additional week's notice.	
25.4.1(c)	Payment in lieu of the notice prescribed in 25.4.1(a) and (b) must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.	
25.4.1(d)	In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had their employment not been terminated, must be used.	
25.4.1(e)	The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.	

25.4.2 Notice of Termination by Employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, except that there is no additional notice based on the age of the employee concerned. If an employee fails to give notice the employer has the right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

25.4.2 WITHOUT NOTICE

Employment may be terminated without notice for serious misconduct, including neglect of duty, inefficiency, malingering, pilfering, physical or verbal abuse of another person, abuse of alcohol or drugs affecting the Employee's work performance and payment will be up to the time of termination.

25.5 STANDDOWN

The Company shall have the right to deduct payment for any day the Employee cannot be usefully employed because of any strike or through any breakdown in machinery or any cause for which the Company cannot reasonably be held responsible.

25.6 ABANDONMENT OF EMPLOYMENT

The absence of an Employee from work for a continuous period of three (3) working days without the consent of the Company and notification to the Company will be deemed abandonment of employment and wages will be paid up to the last time of work. This is recognised as a resignation by the Employee unless, within a period of fourteen (14) days since the last attendance at work the Employee establishes to the satisfaction of the Company he or she was absent and could not notify the Company for a reasonable cause.

25.7 WORK TO BE PERFORMED

The Company may direct an Employee to carry out such duties as are within the limits of the employees' skill, competence and training.

26. PAYMENT OF WAGES

26.1 PERMANENT AND TEMPORARY PERMANENT EMPLOYEES

Consistent with current practice wages shall be paid by EFT to employee no later than Wednesday of each week.

26.2 CASUAL EMPLOYEES

Consistent with current practice Casual Employees shall be paid for hours worked at the conclusion of the pay week and are to be paid by EFT. If an Employee so wishes, wages may be paid into a bank, building society or credit union account nominated by the Employee at the same time of payment of Permanent and Temporary Permanent Employees wages.

26.3 PAY PERIOD

Unless otherwise agreed at the site, the weekly payment of wages will occur no later than Wednesday of each working week. Payment will be for the hours worked between Monday to Sunday of the previous week.

27. SHIFT WORKERS

Notwithstanding anything in this Agreement, the following principles will apply:

27.1 Twelve Hour Shift Employees

- a) The shift roster in the Extract and Scott Plants will be a Continuous 12 Hour Shift Roster, 4 days on 4 days off, 2 early shifts followed by a 24 hour break followed by 2 late shifts.
- b) Employees working this shift roster will be paid according to the "Annualised Wage System", see Clause 28.
- c) Annual Leave, Sick Leave and Long Service Leave shall be deducted and paid for the Ordinary Hours taken.

27.2 Shift Allowances

A shiftwork employee shall be paid the following allowance:

	Grade Wage Rate %
Five (5) Day Shiftwork Employee (two shift rotation - Day, Afternoon)	10

Five (5) Day Shiftwork Employee (three shift rotation - Day, Afternoon, Night)	15
Seven (7) Day Shiftwork Employee	30
Twelve (12) Hour Shiftwork Employee	30

28. TWELVE HOUR SHIFTWORK EMPLOYEES - AWS

- 28.1 Employees working the continuous 12-hour shiftwork roster will be paid according to the Annualised Wage System ('AWS').
- 28.2 An employee shall receive the weekly AWS payment for his/her Level/Grade for each week he/she is working the continuous 12-hour shiftwork roster. The weekly AWS Payments that will apply from the commencement of this Agreement are contained in the AWS Appendix at the end of this Agreement.
- 28.3 The concept of the AWS is to annualise the weekly pay of continuous 12 Hour Shift Employees ("Employees"). This is achieved by totalling:

45 ordinary weeks,
76 hour of sick leave
190 hours of annual leave
13 Public Holidays at 7.6 hours per day
Shift Loadings
Rostered Overtime

to arrive at a weekly average rate of pay that is payable while an employee works on the roster.

- 28.4 See the AWS Appendix at the end of this Agreement for detailed calculations.
- 28.5 A 12-Hour Continuous Shift employee will work 28 shifts in an 8 week cycle as follows:

Cycle A							
Week 1	12	12	12	12	R	R	R
Week 2	R	12	12	12	12	R	R
Week 3	R	R	12	12	12	12	R
Week 4	R	R	R	12	12	12	12

Cycle B							
Week 5	R	R	R	R	12	12	12
Week 6	12	R	R	R	R	12	12
Week 7	12	12	R	R	R	R	12
Week 8	12	12	12	R	R	R	R

28.6 ACTUAL HOURS OF WORK

28.6.1 The actual hours of work per cycle will be:

28 shifts x 12 hours = 336 hours

28.6.2 The actual hours of work per shift will be:

336 hours / 28 shifts = 12 hours

28.7 ORDINARY HOURS OF WORK

28.7.1 The ordinary hours of work per week will be 38 hours.

28.7.2 The ordinary hours of work per cycle will be:

8 weeks x 38 hours = 304 hours

28.7.3 The ordinary hours of work per shift will be:

304 hours / 28 shifts = 10.857 hours

28.8 OVERTIME

28.8.1 Rostered overtime has been built into the AWS rate.

28.8.2 An employee will work an average of 42 hours over an 8 week continuous shift roster cycle, and therefore, will average 4 hours of rostered overtime per week over the cycle.

28.8.3 For the purpose of calculating the AWS Payment, the 4 hours of rostered overtime will be divided into 1 hour of time and a half (1 ½) and 3 hours double time (2x).

28.8.4 Overtime that is worked outside of the continuous shift roster will be paid in addition to the weekly AWS payment at a rate per hour that is double the base hourly rate for the employee's classification as set out in Table 1 of Clause 37.

28.9 ANNUAL LEAVE

Each day of AL will consist of 10.857 hours (the annualised week equals 3.5 days).

It will be assumed that an employee will take half of their annual leave (2.5 weeks) for the purpose of calculating the AWS Payment. There will be no annual reconciliation to establish whether an employee took more or less the leave than has been assumed.

28.10 SICK LEAVE

Each day of SL will consist of 10.857 hours.

It will be assumed that an employee will take half of their sick leave (1 week) for the purpose of calculating the AWS Payment. There will be no annual reconciliation to establish whether an employee took more or less the leave than has been assumed.

28.11 PUBLIC HOLIDAYS

For the purpose of clause 17 Public Holiday payments of 7.6 hours per day to a total of 13 days have been totalled and are to be paid over the term of the year on a weekly basis.

Employees rostered off on a Public Holiday will receive payment as per Clause 17.4, 17.5 and 17.8, already being paid in weekly instalments.

Employees rostered to work will receive an additional 4.4 hours at single time based on the Ordinary Base Rate. A shift will be regarded as a public holiday shift where the majority of hours fall on the public holiday.

Employees engaged on a Public Holiday but not rostered to work will be paid at time and a half for all hours worked, as per Clause 17.9 based on the Ordinary Base Rate.

Where a Public Holiday falls on a rostered day during an employee's period of AL, 10.857 AL hours will be paid and deducted from the Employees accrual.

In the event of an additional Public Holiday being declared, this will be paid during the corresponding pay week as follows: Employees rostered off will receive payment as per Clause 17.8, 7.6 hours at the Ordinary Base Rate; Employees rostered to work will receive single time extra at the Ordinary Base Rate for all hours worked as per Clause 17.9.

28.12 PAYMENT FOR LEAVE

When employees working on the continuous 12-hour shiftwork roster take annual leave, sick leave or long services, they will be paid at the rate they would have received if they had been at work instead of being on paid leave.

28.13 REDUNDANCY

For the purpose of subclause 31.5, the relevant Weekly AWS Payment will be the ordinary pay for employees holding positions on the continuous 12-hour shiftwork roster at the time they receive notice of termination due to a redundancy.

29. ENGAGEMENT OF TEMPORARY WORKERS: CASUAL EMPLOYEES, TEMPORARY PERMANENT EMPLOYEES AND LABOUR ENGAGED THROUGH LABOUR HIRE AGENCIES

29.1 General Principles

The engagement of Temporary Workers whether as Casual Employees, Temporary Permanent Employees, or labour engaged through Labour Hire Agencies is not intended to affect job security or undermine site rates of pay.

The Company will require that employees of a Labour Hire Agency shall be paid a rate that is at least equivalent to the current site rates for the relevant grade and or pay structure for the duties performed.

- 29.2 Ordinary hours for a Casual Employee or Temporary Permanent Employee can be worked up to 12 hours per day and up to 38 hours per week.
- 29.3 Subject to clause 8.9, a Casual Employee shall be engaged for a minimum of four hours per day.
- 29.4 Casual Employees will be engaged at the Level 1 rate for the first 500 hours of work completed. Following 500 hours, Casual Employees will complete a competency assessment as administered by the Company. On successful completion of this assessment, the Casual Employee will be engaged at the Level 2 rate.
- 29.5 Subject to 29.4, a Casual Employees' ordinary hourly rate is 120% of a Weekly Employees' hourly rate for the relevant grade. This loading is in lieu of personal leave (sick leave), public holidays and compassionate leave. Casual Employees will be paid an additional 1/12th of their ordinary earnings as pro-rata annual leave at the end of the period of engagement.
- 29.6 All ordinary hours worked by a Casual Employee or Temporary Permanent Employee are payable at the appropriate shift penalty.
- 29.7 For a shift consisting of ordinary hours that are worked Monday – Friday between the hours of 6.00am – 4.00pm, the hours are classified as daywork and no shift loading is payable.
- 29.8 For a shift that includes ordinary hours worked Monday – Friday outside of the hours of 6.00am – 4.00pm, all hours on that shift are classified as 5 day shiftwork and a 15% loading is payable.
- 29.9 For ordinary hours worked Saturday – Sunday, the hours are classified as 7 day shiftwork and a 30% loading is payable.
- 29.10 A Casual Employee or Temporary Permanent who works more than 12 hours per day or 38 hours per week is entitled to overtime at the rate specified in clause 10.2. Overtime worked on weekends shall be at the appropriate rate specified in clauses 10.8 and 10.9.
- 29.11 By agreement between a Temporary Permanent Employee and the Company, a Temporary Permanent Employee may be engaged and paid in accordance with the AWS structure in clause 28 rather than paid hours and overtime in accordance with 29.1 – 29.7.
- 29.12 Temporary Permanent Employees will accrue annual leave entitlements. The balance of untaken leave shall be paid at the end of the period of engagement.
- 29.13 Where a Casual Employee is available, he/she will be provided with access to available casual shifts in preference to an employee of a Labour Hire Agency where practicable.

30. SUPERANNUATION

- 30.1 The Company will make superannuation contributions on behalf of employees' in accordance with the relevant legislation, currently the Superannuation Guarantee (Administration) Act 1992.

Such contributions will be made to the Nestlé Australia Group Superannuation Fund, the Meat Industry Employees Superannuation Fund or any other complying fund or scheme. Employees shall have the choice, upon engagement and as at 1 January each year, to have contributions directed to an appropriate fund. The cost of any change will be the responsibility of the Employee.

- 30.2 Salary Sacrifice - Superannuation

An employee may request that their pre-tax rate of pay be reduced by the amount which they elect in writing to sacrifice each pay period. This will enable the company to make a superannuation contribution equal to this amount for the benefit of the employee to their superannuation. This reduction in pay for superannuation purposes will be known as a "salary sacrifice" arrangement. This contribution will be treated as an employer contribution and taxed accordingly.

Employees may review their salary sacrifice arrangements consistent with the rules of the fund into which these salary sacrifice contributions will be paid. It is recommended that employees seek financial advice before electing to salary sacrifice superannuation contributions.

Payments; including annual leave loading redundancy, paid out entitlements, overtime and any allowances which are calculated using a wage rate, are based on the pre-salary sacrifice rate of pay.

31. REDUNDANCY

This Clause is applied in respect of Permanent Employees of the Company who are employed in the classifications set out in this Agreement.

31.1 CONSULTATION AND PROCESS

Clause 2, Consultation shall apply to ensure all circumstances have been considered and alternative opportunities examined. Wherever possible, the Company shall endeavour to minimise the need for redundancies by utilising:

- a) natural attrition
- b) redeployment of Employees into other roles/areas accompanied by necessary training
- c) utilisation of Employees to provide relief cover for Employees on annual leave, long service leave or undergoing training

before voluntary redundancies are sought.

The Company will arrange, wherever possible, for an Employee who is to be redeployed into another area within their current location, to gain experience

and/or commence training in the new area prior to the permanent redeployment occurring.

Where confirmation has been given that the employment of an Employee is to be terminated as a consequence of their job being redundant, and a vacancy exists which would not normally constitute a suitable alternative to the Employee's previous position, an Employee may elect to trial such position for a period no longer than the notice period.

If at the completion of the trial period the Employee does not wish to continue in that position, then the Employee will be made redundant.

Where redundancies are necessary, the Employees directly affected will receive the first opportunity to accept a redundancy package. This will be subject to the Company retaining the experience and skills necessary to meet its business requirements. Where there are more volunteers than redundancies, Employees with longer service will have preference in accessing a package.

If, during the term of this agreement, the Company has to invoke a redundancy, the Union may seek further discussions with the Company to ensure all aspects of such a move were fully addressed.

31.2 REDUNDANT EMPLOYEES

Where a decision is taken that a job currently being at the Smithtown Factory is not to be done by anyone that job will become redundant.

Where the employment of any Employee(s) to whom this Agreement applies is terminated as a consequence of jobs being made redundant a redundancy benefit shall become payable.

A redundancy benefit shall not become payable in the following circumstances:

- a) Where an Employee is dismissed for other than redundancy.
- b) Unless an earlier date is agreed, where an Employee leaves of his/her own accord prior to the Company nominated date of termination.

This clause does not apply in the case of Probationary Employees, Casual Employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks.

31.3 TIMING OF DEPARTURE

Where the employment of an Employee is to be terminated as a consequence of jobs being made redundant, the Employee concerned will, wherever possible, receive confirmation of this two months prior to the nominated date of termination.

Once the date of termination has been confirmed, should the Employee request an earlier date of departure due to an offer of alternative employment, the Company will endeavour, wherever reasonable to facilitate this either through the use of casual, temporary or existing permanent staff. If this is not possible, the Employee should be notified at the earliest opportunity. Where an earlier date of departure is agreed, calculation of the redundancy benefit shall be to date of departure.

31.4 GENERAL ASSISTANCE

During the notice period, the Company will consult with each Employee and provide relevant assistance. Examples of this might include attendance at a job search and/or resumé writing workshop; retirement seminar; financial or individual counselling; skills expansion training. Employees will be given a reasonable amount of time off to attend such programmes.

31.5 REDUNDANCY BENEFIT

Each redundant Employee shall be entitled to a payment equal to three weeks' ordinary pay as a severance payment (see definition of "ordinary pay" in Clause 31.6).

Each redundant Employee shall also receive a service payment which shall be calculated as follows:

A redundant Employee with 3 years service or less will be paid on termination 3 weeks ordinary pay for each year of service or part thereof.

A redundant Employee with more than 3 years service will be paid 4 weeks ordinary pay for each year of service or part thereof.

An age allowance will apply to the above payments as follows:

45 years of age, to 49 years of age	- an additional 5%.
50 years of age, to 54 years of age	- an additional 10%.
55 years of age, to 59 years of age	- an additional 15%
60 years of age and above	- an additional 20%

Years of service will be calculated with any part year treated as a whole year.

Where an Employee has had a break in service, years of service will be calculated on actual service deemed to be continuous with the current period of service according to the Long Service Leave Act and the Agreement.

31.6 ORDINARY PAY

In this Agreement, "ordinary pay" means the remuneration for the Employee's normal weekly number of ordinary hours of work calculated at the ordinary time rate of pay at the time of receiving notice of their redundancy, including shift penalties.

The calculation of the shift penalties will be as follows:

For the Employee on a fixed shift it would be the appropriate shift penalties.

For an Employee on a rotating shift it would be the average of the shift penalties over a normal cycle. In the absence of a normal cycle it will be the average over the previous six (6) months.

In cases where the Employee has worked shift within the past twelve (12) months but on the date of termination is not working shift and therefore not in receipt of shift penalties the calculation is to consider the period of time that shift was worked within the past twelve (12) months on a pro rata basis.

31.7 ANNUAL LEAVE

Redundant Employees shall receive payment of pro rata annual leave.

Redundant Employees shall receive the applicable annual leave loading, as prescribed in the Agreement, on all annual leave both accrued and pro rata on termination.

31.8 LONG SERVICE LEAVE

Redundant Employees shall receive a pro rata payment, which shall commence after one (1) year of continuous employment.

31.9 SUPERANNUATION

Redundant Employees' superannuation benefits shall be calculated in accordance with the relevant Superannuation Trust Deeds and the Agreement.

31.10 SICK LEAVE

Employees made redundant shall receive payment of accrued sick leave at their ordinary rate up to a maximum of \$180.38 per day.

For the purposes of this clause an employee's accrual of sick leave hours would be divided by 7.6 hours to determine the number of days accrued.

32. DEDUCTION OF UNION FEES

Where authorised by an Employee, the Company shall deduct from wages Union Membership fees which shall then be forwarded to the Union.

33. TRADE UNION TRAINING

A pool of ten (10) days in total, without loss of ordinary pay, in any one calendar year will be allowed for Union Delegates to attend Company approved Trade Union Courses at an agreed time. A request for leave is to be made at least three months in advance unless otherwise mutually agreed.

34. UNION RELATED MATTERS

Leave to Attend Union Business

The Company may grant leave of absence without loss of pay to Union members to attend Union business ie. ordinary rostered hours of work

The Company will grant unpaid leave of absence to Union members to attend Union business if it is advised 14 days prior to the leave the intended duration of the absence and the Company is satisfied as to the relevance of the business to the Smithtown Factory.

Paid or unpaid leave to attend Union business shall be granted to only one Employee at a time unless agreed between the parties.

Union Meetings

Subject to Part 3-4 of the Fair Work Act, the Company will where practicable, facilitate up to two union meetings per year. Such meetings:

- will coincide with the dates of the CC Meetings where possible; and
- must not disrupt production.

The parties acknowledge that these conditions mean that it may not be possible to meet with all members on the appointed date/time.

35. AREA INCIDENCE, DURATION and PARTIES COVERED

This Agreement shall take effect from the earliest possible date in accordance with the Fair Work Act 2009 and shall remain in force until 29 April 2019.

This Agreement shall apply to all employees employed:

- under the classifications outlined in this Agreement; and
- by Nestle Australia Ltd at its Smithtown Site.

Subject to the requirement of the Fair Work Act, the parties covered by this Agreement are:

- Nestle Australia Ltd;
- The Australasian Meat Industry Employees Union (Newcastle and Northern Branch); and
- The employees covered by this agreement

36. NO EXTRA CLAIMS

No claims will be pursued during the period covered by this agreement.

37. GRADE WAGE RATES

Table 1 – Grade Wage Rates

First full pay period on or after: Increase:	29-Apr-16		29-Oct-16		29-Apr-17	
	1.50%		1.50%		1.00%	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Level 1	1078.97	28.39395	1095.15	28.81974	1106.10	29.10789
Level 2	1100.74	28.96684	1117.25	29.40132	1128.42	29.69526
Level 3	1133.97	29.84132	1150.98	30.28895	1162.49	30.59184
TCO	1167.85* or Weekly Grade Wage Range + TCO Allowance	30.73289* or Hourly Grade Wage Range + TCO Allowance	1185.37* or Weekly Grade Wage Range + TCO Allowance	31.19395* or Hourly Grade Wage Range + TCO Allowance	1197.22* or Weekly Grade Wage Range + TCO Allowance	31.50579* or Hourly Grade Wage Range + TCO Allowance
Hist Grade 2	1100.74	28.96684	1117.25	29.40132	1128.42	29.69526
Hist Grade 3	1133.97	29.84132	1150.98	30.28895	1162.49	30.59184
Hist Grade 4	1167.85	30.73289	1185.37	31.19395	1197.22	31.50579
Hist Grade 5	1167.85 + TCO Allowance	30.73289 + TCO Allowance	1185.37 + TCO Allowance	31.19395 + TCO Allowance	1197.22 + TCO Allowance	31.50579 + TCO Allowance

First full pay period on or after: Increase:	29-Oct-17		29-Apr-18		29-Oct-18	
	1.50%		1.00%		1.50%	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Level 1	1122.69	29.54447	1133.92	29.84000	1150.93	30.28763
Level 2	1145.35	30.14079	1156.80	30.44211	1174.15	30.89868
Level 3	1179.93	31.05079	1191.73	31.36132	1209.61	31.83184
TCO	1215.18* or Weekly Grade Wage Range + TCO Allowance	31.97842* or Hourly Grade Wage Range + TCO Allowance	1227.33* or Weekly Grade Wage Range + TCO Allowance	32.29816* or Hourly Grade Wage Range + TCO Allowance	1245.74* or Weekly Grade Wage Range + TCO Allowance	32.78263* or Hourly Grade Wage Range + TCO Allowance
Hist Grade 2	1145.35	30.14079	1156.80	30.44211	1174.15	30.89868
Hist Grade 3	1179.93	31.05079	1191.73	31.36132	1209.61	31.83184
Hist Grade 4	1215.18	31.97842	1227.33	32.29816	1245.74	32.78263
Hist Grade 5	1215.18 + TCO Allowance	31.97842 + TCO Allowance	1227.33 + TCO Allowance	32.29816 + TCO Allowance	1245.74 + TCO Allowance	32.78263 + TCO Allowance

TABLE 2 ALLOWANCES

Item	Allowances	First Full Pay Period on or after:						
			29/04/2016	29/10/2016	29/04/2017	29/10/2017	29/04/2018	29/10/2018
		Current	1.50%	1.50%	1%	1.50%	1%	1.50%
1	Emergency Response Allowance	9.50	9.64	9.78	9.88	10.03	10.13	10.28
2	First Aid Allowance	13.25	13.45	13.65	13.79	14.00	14.14	14.35
3	Occupational First Aid	26.49	26.89	27.29	27.56	27.97	28.25	28.67
4	Meal Allowance	7.97	8.09	8.21	8.29	8.41	8.49	8.62
5	Forklift Allowance per hour	0.88	0.89	0.9	0.91	0.92	0.93	0.94
6	Forklift Allowance per week	32.74	33.23	33.73	34.07	34.58	34.93	35.45
7	Confined Space Allowance	9.20	9.34	9.48	9.57	9.71	9.81	9.96
8	Team Leader Co-Ord	2.09	2.12	2.15	2.17	2.20	2.22	2.25

38. FLEXIBILITY

- 38.1 The terms of this Agreement may be varied by an individual flexibility arrangement that is genuinely agreed by the employer and an employee.
- 38.2 The employer must ensure that any individual flexibility arrangement entered into under this term will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement was made.
- 38.3 The employer must ensure that any individual flexibility arrangement made under this term:
- Must be in writing and signed by the employer and employee, and if the employee is under 18, by a parent or guardian of the employee;
 - Can be terminated by either party by giving, written notice of not more than 28 days;
 - Can be terminated at any time by the parties if they agree; and that a copy of the individual flexibility arrangement must be given to the employee within 14 days after it is made.
 - Except for the requirement for employees under 18 the employer must ensure that any individual flexibility arrangement made by an employer and an employee under this term does not require the approval or consent of another person.
- 38.4 Where the employer intends to reach any individual flexibility arrangement under this agreement the employer will inform the Union of the employer's intent to enter such an arrangement. When informing the Union under this sub-clause the employer will:
- Include details of the terms(s) of the agreement and/or incorporated award(s), and which classification of employees are proposed to be subject to such an arrangement.

- Not disclose the name of any employee who the employer proposes to be subject to the individual flexibility arrangement without the consent of that employee.

For the avoidance of doubt, informing the Union under this sub-clause does not mean that the Union must approve or consent to the individual flexibility arrangement.

38.5 The terms that may be subject to an individual flexibility arrangement are:

- When an RDO is taken;
- Meal breaks; and
- Spread of Hours of Work/Shiftwork hours where the Company accommodates an employee's request to adjust their hours of work having regard to a personal circumstance or need.

39. SIGNATURES OF PARTIES

Signed on behalf of
Nestlé Australia Limited:

Date:

Witness:

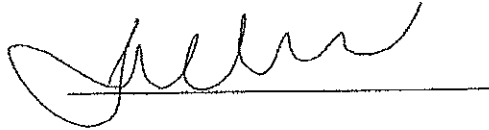
Australasian Meat Industry
Employees Union
(Newcastle and Northern Branch):

Date:

Witness:

39. SIGNATURES OF PARTIES

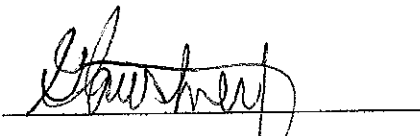
Signed on behalf of
Nestlé Australia Limited:



Date: 3 June 2016

Witness: 

Australasian Meat Industry
Employees Union
(Newcastle and Northern Branch):

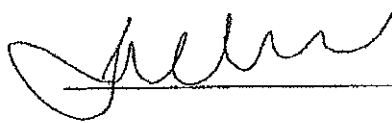


Date: 3 June 2016

Witness: 

39. SIGNATURES OF PARTIES

Signed on behalf of
Nestlé Australia Limited:



JUSTIN DE CELIS
EMPLOYEE RELATIONS MANAGER
10 HOMERUSH BAY DRIVE
RHODES NSW 2138

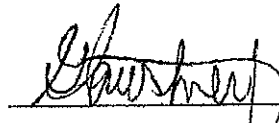
Date:

3 June 2016

Witness:



Australasian Meat Industry
Employees Union
(Newcastle and Northern Branch):



GRANT COURTNEY
SECRETARY, AMIEU
34 UNION STREET
NEWCASTLE WEST NSW 2302

Date:

3 June 2016

Witness:



AWS APPENDIX

AWS PAYMENT LEVEL 2 & HISTORICAL Grade 2 (as at first pay period on or after 29/4/16)

Payment Type	Amount (29/04/2016)
Weekly Base Rate	\$1110.74
Ordinary Base Rate	\$ 29.2300
Ordinary Time & 1/2	\$ 43.8450
Double Time	\$ 58.4600
Shift Rate	30%
Weekly Shift	\$ 333.22

Type	Weekly Base	Shift	Overtime	Subtotal	Duration (weeks)	Annual	Weekly
Ordinary Week	\$1,110.74	\$333.22	\$ 219.23	\$1,663.19	48.5	\$80,664.57	\$1,551.24
Annual Leave	\$1,110.74	\$333.22	\$ -	\$1,443.96	2.5	\$ 3,609.91	\$ 69.42
Sick Leave	\$1,110.74	\$ -	\$ -	\$1,110.74	1	\$ 1,110.74	\$ 21.36
Public Holidays				\$ 55.54	52	\$ 2,887.92	

Total	\$88,273.14	\$1,697.56
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AWS PAYMENT LEVEL 3 & HISTORICAL Grade 3 (as at first pay period on or after 29/4/16)

Payment Type	Amount 29/04/2016
Weekly Base Rate	\$1,133.97
Ordinary Base Rate	\$29.8413
Ordinary Time & 1/2	\$44.7620
Double Time	\$59.6826
Shift Rate	30%
Weekly Shift	\$340.19

Type	Weekly Base	Shift	Overtime	Subtotal	Duration (weeks)	Annual	Weekly
Ordinary Week	\$1,133.97	\$340.19	\$ 223.81	\$1,697.97	48.5	\$82,351.59	\$1,583.68
Annual Leave	\$1,133.97	\$340.19	\$ -	\$1,474.16	2.5	\$ 3,685.40	\$70.87
Sick Leave	\$1,133.97	\$ -	\$ -	\$1,133.97	1	\$ 1,133.97	\$21.81
Public Holidays				\$ 56.70	52	\$ 2,948.32	

Total	\$90,119.28	\$1,733.06
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AWS PAYMENT TCO* & HISTORICAL Grade 4 and Grade 5 (as at first pay period on or after 29/4/16)

Payment Type	Amount 29/04/2016
Weekly Base Rate	\$1167.85
Ordinary Base Rate	\$ 30.7329
Ordinary Time & 1/2	\$ 46.0993
Double Time	\$ 61.4658
Shift Rate	30%
Weekly Shift	\$350.36

Type	Weekly Base	Shift	Overtime	Subtotal	Duration (weeks)	Annual	Weekly
Ordinary Week	\$ 1,167.85	\$350.36	\$ 230.50	\$1,748.70	48.5	\$84,812.03	\$1,631.00
Annual Leave	\$ 1,167.85	\$350.36	\$ -	\$1,518.21	2.5	\$ 3,795.51	\$72.99
Sick Leave	\$ 1,167.85	\$ -	\$ -	\$1,167.85	1	\$ 1,167.85	\$22.46
Public Holidays				\$ 58.39	52	\$ 3,036.41	

Total	\$92,811.81	\$1,784.84
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*Applicable to TCOs in the Scott Plant - see clause 7

POLICIES APPENDIX

The following Company policies/guidelines are expressly referred to in this Agreement. They will apply in accordance with the Agreement only to the extent they provide an outcome that is at least equal to any corresponding benefit that would be derived from the National Employment Standards.

7-300: Compassionate Leave

Guidelines for Australia

General

All permanent employees are entitled to compassionate leave, which is granted following the death of a close family member. Generally, "close family member" includes:

- a spouse (including a former spouse, de facto spouse, and a former de facto spouse;
- Child (including an adopted child or step child) of the employee or of their spouse/de facto spouse;
- Parent, grandparent, or grandchild of the employee;
- Sibling of the employee or spouse of the employee.

However, these guidelines should be flexibly applied if the above list does not include a particular person for whom the employee genuinely requires time to grieve.

Period of leave

The period of leave should be determined on an individual case basis by the relevant department manager. As a guideline, up to **three days** is typically considered appropriate. If substantial travel is required, up to one week may be appropriate.

Salary

Compassionate leave is usually paid (ie. employees receive their base salary for the period of leave). For extended absences, however, the department manager may determine that a portion of the leave period should be unpaid. Alternatively, the employee may be allowed to take available annual leave, long service leave or sick leave immediately following the paid compassionate leave period.

Notification

Employees who require compassionate leave should notify their manager or supervisor as soon as possible.

A leave application form should be completed immediately upon returning to work. For extended absences, the form should be completed on behalf of the absent employee by their manager or supervisor at the end of each pay period.

Control Information

Australia

Number:	HR 7-300
Subject:	Compassionate Leave
Authorised by:	Rob Murray Head of Region - Nestlé Oceania
Distribution:	All Employees
Original Issue Date:	1 July, 1985
Revision Date:	1 November, 1996 1 November, 2002

HR 7-400: Parental Leave

Guidelines for Australia

1. Relevant Legislation

These Guidelines are to be read in conjunction with relevant legislation (currently the *Fair Work Act 2009*) which prescribes parental leave entitlements associated with the birth of a child. Legislation also covers Adoption Leave (this policy does not).

2. Definitions

Terms in these Guidelines which appear in *italics* are defined terms.

Parental leave is unpaid leave taken by an employee in association with the birth of his/her child or a child of his/her spouse or de facto partner. There are a number of types of parental leave:

- *Available Leave* is a single continuous period of up to 12 months' parental leave (less any *Concurrent Leave*), which does not extend beyond 12 months after the birth of the child.
- *Available Leave (Second Member of Employee Couple)* is a period of parental leave available only to members of an *Employee Couple*. It is a continuous period of up to 12 months' parental leave which:
 - must be taken by the second member of an *Employee Couple* immediately after the *Available Leave* period taken by the first member of the couple has ended; and
 - does not extend beyond 24 months after the birth of the child.
- *Concurrent Leave* is a period of parental leave of up to 8 weeks' duration commencing on the date of birth of the child when a member of an *Employee Couple* may take unpaid leave at the same time as their spouse / de facto partner who is accessing the *Available Leave*.
- *Special Maternity Leave* is a period of parental leave taken by a pregnant employee who is not fit for work during her pregnancy because she has a pregnancy related illness; or her pregnancy has ended within 28 weeks of the expected date of birth other than by the birth of a living child.

Eligible Casual means a casual employee who has been employed by the Company on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has a reasonable expectation of continuing employment on a regular and systematic basis.

Employee Couple means a couple (whether spouses or defacto partners) where both members of the couple are employed (ie working).

Primary Care Giver means spouse/de facto partner who is primarily responsible for the care of the child. You will be deemed to be the *Primary Care Giver* when your spouse/de facto partner regularly works 20 or more hours per week and you are responsible for the care of the child in his/her absence.

Relevant Leave Period refers to both the *Available Leave* and the *Available Leave (Second Member of Employee Couple)*.

- 3. Parental Leave Eligibility** To be eligible to take parental leave you must meet the following criteria:
- You have or will have a responsibility for the care of the child.
- AND EITHER
- You are a full-time or part-time employee who has completed at least 12 months' continuous service prior to the date of birth of expected date of birth of the child;
- OR
- You are an *Eligible Casual*.

- 4. Leave Period** An eligible employee is entitled to either:
- the *Available Leave* which ends no later than 12 months after the birth of the child; or
 - the *Available Leave (Second Member of Employee Couple)* which commences no later than 12 months after the birth of the child and ends no later than 24 months after the birth of the child (See Part 6, Members of an Employee Couple).

An eligible employee may be entitled to take a period of *Concurrent Leave* (up to 8 weeks) for the purpose of supporting his/her spouse or de facto partner who is accessing the *Available Leave* (see Part 6, Members of an Employee Couple).

- 5. Interaction between Parental Leave and Paid Leave** You may take a period of paid annual leave and/or long service leave to which you are entitled in conjunction with a period of parental leave; however, the parental leave would not be extended by any period of paid leave.

- 6. Members of an Employee Couple** 6.1 You and your spouse or de facto partner are each able to take parental leave with your respective employers if the following conditions are met:
- You do not take leave concurrently (see exception below); and
 - You or your spouse (the first member of the couple) commences the *Available Period* no later than the birth of the child; and
 - The second member of the couple commences the *Available Leave (Second Member of Employee Couple)* immediately after the *Available Leave* has been taken by the first member of the couple.

6.2 Exception to the Rules that Leave Must Not be Taken Concurrently and Leave Must be Taken in a Continuous Period.

A member of an *Employee Couple* may take *Concurrent Leave*, provided that:

- the leave ends not more than 8 weeks after the birth of the child; and
- the *Concurrent Leave* is deducted from the *Available Leave (Second Member of Employee Couple)* for that member.

Note: *Concurrent Leave* can be taken in separate periods but each period cannot be shorter than 2 weeks unless the Company agrees.

7. Pregnant Employee

7.1 You are entitled to take *Special Maternity Leave* at any time during your pregnancy if you provide satisfactory medical evidence to support taking leave. If you have an entitlement to paid personal/carers leave then you may use that leave instead of *Special Maternity Leave*.

7.2 Generally, parental leave must not start later than the birth of your child.

7.3 You may be required to commence parental leave during the 6 week period prior to the expected date of birth of your child having regard to:

- illnesses or risks arising out of your pregnancy; and
- any hazards or risks connected with your position

8. Notice and Evidence Requirements**8.1 Written Notice**

- At least 10 weeks before you intend to commence parental leave (if you are pregnant, before the child is due), you are required to advise your Manager in writing of your intention to take parental leave, specifying the intended start and end dates of the leave.
- If it is not practicable to provide 10 weeks' notice, then you must provide written notice as soon as practicable.
- In cases of *Concurrent Leave* taken in separate periods, 10 weeks' notice for the first period of *Concurrent Leave* and 4 weeks' notice for the second and subsequent period of *Concurrent Leave*.

8.2 Applying for Parental Leave

- At least 4 weeks before the intended start date specified in your written notice to take leave, you must complete a manual Application for Leave form confirming the start and end of your parental leave.
- If it is not practicable to lodge your application in the timeframe required, then you must lodge it as soon as practicable.
- Attach to your Application for Leave form:
 - A certificate from your Doctor that states:
 - that you or your spouse / de factor partner (naming your spouse or de facto partner as relevant) are/is pregnant; and
 - the expected date of the baby's birth.

Note: An employee applying for the *Available Leave (Second Member of Employee Couple)* after the baby has been born may provide a birth certificate.

- Statutory Declaration stating:
 - the dates of any parental leave which you and your spouse/ de facto partner will be taking;
 - that you will not engage in any conduct inconsistent with your contract of employment (e.g. seek alternative employment, make improper use of

confidential Company Information, etc) while on Parental leave.

- whether or not you will be the *Primary Care Giver* while you are on a period of parental leave.

9. Return to Work After Leave

Subject to the written terms of your employment, at the end of your leave you are entitled to return to:

- your pre-parental leave position; or
- if that position no longer exists – an available position for which you are qualified and suited that is nearest in status and pay to your pre-parental leave position.

Employees should give their Managers a minimum of one month's notice in writing of their intention to return to work at the end of the of the parental leave period.

10. Extending and Reducing the Period Leave

10.1 Extending **Within** the Relevant Leave Period

If you meet the following criteria and conditions, you may extend your leave once within the *Relevant Leave Period*:

- Your original leave period was less than 12 months;
- You provide at least 4 weeks' notice prior to the end date of your original leave period;
- You must specify the new end date of your leave; and
- The total period of leave does not exceed 12 months.

Any further extension of your leave within the *Relevant Leave Period* requires the Company's agreement.

10.2 Extending **Beyond** the Relevant Leave Period

- You may request an extension of your parental leave for up to a further 12 months beyond/in addition to the *Relevant Leave Period*.
- The request must be made in writing at least 4 weeks before the end of the *Relevant Leave Period*. As a matter of good practice, you should discuss the matter with your manager well before making a written request.
- The Company may approve or not approve your request having regard to its reasonable business requirements.
- Where, having regard to its reasonable business requirements, the Company determines it will fill your pre-parental leave position at the end of the *Relevant Leave Period* other than on a temporary basis, you may still access additional unpaid leave (up to 12 months) on the proviso you will instead return to an alternative position at an equivalent level.

10.2.1 Special Conditions Applying to Members of an *Employee Couple*:

- Subject to Company approval, parental leave taken by the first member of an *Employee Couple* may be extended by up to 12 months in addition to the *Available Leave*, less any period of parental leave (including *Concurrent Leave*) that the second member of the

couple has taken, or will have taken, in relation to the child before the extension starts.

- The *Available Leave (Second Member of Employee Couple)* will be reduced by the amount of parental leave in excess of 12 months taken by the first member of the *Employee Couple*.
- Any extension beyond the *Available Leave (Second Member of Employee Couple)* cannot extend the leave beyond 24 months after the birth of the child.

10.3 Reducing the Period of Leave:

Once you have commenced parental leave, you may only reduce your leave period (ie return to work sooner than your scheduled return date) if the Company agrees.

11. Parental Leave Payments

11.1 Where an employee takes parental leave to be the *Primary Care Giver*:

First Instance of Parental Leave

- You will qualify for a lump sum ex gratia payment equal to 10 weeks' ordinary pay (appropriately taxed) if you take 10 weeks or more of parental leave.
- For the purpose of calculating the lump sum payment, 1 week's ordinary pay consists of:
 - base salary/wages, expressed as a weekly amount; and
 - car allowance (if applicable), expressed as a weekly amount).
- You will receive a proportion of the lump sum ex gratia payment if you take a period of less than 10 weeks of parental leave, based on the actual amount of leave taken.
- For part-time employees, the ex-gratia payment will be pro-rated in accordance with hours worked. For *Eligible Casuals*, the payment amount is calculated based on average weekly income over the previous 12 months.
- If you have moved to part-time employment on a temporary basis as a direct result of your pregnancy, the ex gratia payment will be calculated at the rate that was applicable before you transferred to part-time employment.
- In situations where both parents are employed by Nestlé and both parents take periods of parental leave, the ex-gratia payment will only be made once.

Subsequent Instances of Parental Leave

- The ex gratia payment will be paid for subsequent periods of parental leave on the basis set out above **provided that** you have had 12 months continuous service (excluding any periods of

unpaid leave) following your return to work from a previous period of parental leave.

Resignation

- An ex-gratia payment equivalent to 10 weeks ordinary pay (appropriately taxed) will be paid, subject to any relevant conditions set out above, if you choose to resign from your employment with the Company instead of taking parental leave. In this instance, the ex gratia payment would be paid with your final pay.

Without exception, the ex gratia payment will be paid to you at the time of commencement of a relevant period of parental leave.

11.2 Where an employee takes parental leave to support the *Primary Care Giver* (includes leave previously known as *Short Paternity Leave*):

You will be entitled to 1 weeks' paid leave if you are:

- a member of an *Employee Couple* who is taking a period of *Concurrent Leave*; or
- not a member of an *Employee Couple* who is taking some of the *Available Leave* immediately after the birth of the child to support your spouse/de facto partner who is the *Primary Care-Giver*

Any leave in excess of 1 week will be unpaid.

12. Employees with a company car (tool of trade)

- You may retain your company car for the first 10 weeks of parental leave (in addition to any annual leave or long service leave taken). During this 10 week period you will cover petrol costs.
- You may retain your company car while on parental leave beyond the 10 week period however you will be responsible for **all** costs associated with the car, including leasing (or equivalent) fees, fringe benefits tax, registration, insurance, running costs etc.
- When an employee with a company car advises his/her manager that he/she will be taking a period of parental leave, the employee should contact their Human Resources Business Partner to obtain cost estimates that will allow the employee to make an informed decision, based on his/her individual circumstances.
- Please refer to the company car policy for further information.

13. FAQs

I am married / in a de facto relationship and my spouse/de facto partner intends to take parental leave with his/her employer

Q. Can I also take parental leave?

A. [See Part 6 of the Guidelines] You and your spouse/partner are independently entitled to up to 12 months' parental leave with your respective employers, provided that with one exception, the leave is not taken at the same time. The one exception is an 8 week period immediately after the birth of the child where leave you may take leave concurrently

The leave taken by second spouse/partner must not extend beyond the 2nd birthday of the child.

Q. Can I qualify for any paid parental leave?

A. You may qualify for paid parental leave on the following bases:

- 1 week's paid leave if you are taking a short period of parental leave to support your spouse/partner who is taking extended parental leave [See Part 11.2 of the Guidelines]; or
- An ex gratia payment up to 10 weeks' pay if you are taking extended parental leave to be the *Primary Care Giver* [See Part 11.1 of the Guidelines].

My spouse/partner is not employed

Q. Am I entitled to take parental leave?

A. You are entitled to take up to 12 months' parental leave on condition that you have a responsibility for the care of the child [See Part 3 of the Guidelines].

My spouse/partner is not employed (cont'd)

Q. Do I qualify for any paid parental leave?

A. You may qualify for paid parental leave on the following bases:

- 1 week's paid leave if you are taking some of the *Available Leave* to support your spouse/partner (who is the primary care-giver) immediately after the birth of the child [See Part 11.2 of the Guidelines] ; or
- An ex gratia payment up to 10 weeks' pay if you take parental leave to be the primary care giver [See Part 11.1 of the Guidelines].

Q. I only want a couple of weeks off after the baby is born, what type of parental leave do I apply for?

A. You would apply for 2 weeks of the *Available Leave*.

Continuity of Service, Leave Accruals etc

Q. How does parental leave affect my employment?

A. While parental leave does not break the continuity of your employment, your employment is effectively placed in suspense. This means that:

- Your annual leave, sick leave and long service leave balance will be frozen for the duration of the leave period and accrual will resume when you return to work.

- The period of parental leave will not count towards your years of service with the Company.
- Company contributions to your Superannuation Fund(s) and, if applicable, other paid benefits will be suspended during the leave period.

Q. Can I take annual leave and long service leave in addition to parental leave?

A. No. You may take annual leave and/or long service leave in conjunction with a period of unpaid parental leave. In effect, the period of unpaid parental leave would be reduced by the period of paid leave – the total amount of leave taken together would not exceed 12 months [See Part 5 of the Guidelines].

Subsequent Periods of Parental leave

Q. How soon can I take a subsequent period parental leave?

A. If you or your spouse falls pregnant again you are eligible for a further period of parental leave even if you have been back at work for less than 12 months [See Part 3 of the Guidelines].

However, you must have worked for a continuous period of 12 months (excluding any periods of unpaid leave) since your last period of parental leave ended, in order to be eligible for the ex gratia payment [See Part 11.1 of the Guidelines].

Extending Leave

Q. Can I extend my parental leave beyond 12 months' leave?

A. [See Part 10.2 of the Guidelines] You may request an extension of your leave beyond 12 months, and any such request should be made in writing. It is good practice to discuss the matter with your manager many weeks prior to making a written application. There are a number of conditions that must be met in order to grant an employee's request:

- The extension is feasible having regard to business requirements.
- The leave must not extend beyond the child's 2nd birthday
- The amount of leave granted by extension may be discounted by parental leave taken by your spouse/partner.

Subject to certain conditions, you may access additional unpaid leave even if, having regard to its business requirements, the Company determines it will fill your pre-parental leave position at the end of the *Relevant Leave Period* other than on a temporary basis. In such a case, it would be agreed that you will return to an alternative position at an equivalent level.

Short Term Bonus (STB)

Q. If I take parental leave will I still qualify for a STB Payment?

A. Any STB Payment would be determined on a pro rata basis having regard to:

- Your service in a calendar year excluding any parental leave period; and
- The relevant STB Guidelines.

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Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (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.
- (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.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this 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 paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (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.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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- (12) 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.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).