



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Norco Cooperative Limited T/A Norco
(AG2022/5289)

NORCO LISMORE FOODS (NSW OPERATIONS) EMPLOYEE COLLECTIVE AGREEMENT 2022-2025

Food, beverages and tobacco manufacturing industry

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 18 JANUARY 2023

Application for approval of the Norco Lismore Foods (NSW Operations) Employee Collective Agreement 2022-2025

[1] An application has been made for approval of an enterprise agreement known as the *Norco Lismore Foods (NSW Operations) Employee Collective Agreement 2022-2025 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[6] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, the “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union and the Australasian Meat Industry Employees Union each being a bargaining representative for

the Agreement, have each given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers each organisation.

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 25 January 2023. The nominal expiry date of the Agreement is 30 June 2025.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

FW: AG2022/5289

Applicant:

Norco Cooperative Limited

Section 185 – Application for approval of a single enterprise agreement

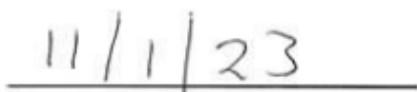
Undertaking- Section 190

I, Jason Smith, People and Culture Business Partner for Norco give the following undertakings with respect to the Norco Lismore Foods (NSW Operations) Employee Collective Agreement 2022-2025 ("the Agreement"):

1. I have the authority given to me by Norco to provide this undertaking in relation to the application before the Fair Work Commission.
2. With respect to 16.4, which identifies maintenance workers only when applying rates for less than 5 successive shifts; this term shall apply to all workers covered by the agreement and not just maintenance workers.
3. With respect to overtime for continuous shiftworkers, a new Clause 17.12 shall be added:
"17.12 A continuous shiftworker working overtime will be paid 200% of the ordinary hourly rate."
4. Clause 17.6 which deals with overtime will not result in an employee being worse off than the award. The intent of clause 17.6 is to ensure overtime is calculated as a continuous calculation from any prior day's overtime. For clarity, if a person were to work on Sunday, all overtime hours will be calculated at double time. For public holidays, all overtime will be calculated at double time and a half. Minimum hours will apply for overtime calculations, 4 hours for Saturday and 3 hours for Sunday and Public Holidays.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature



Date



Norco Co-operative Limited

Proudly a 100% Australian, Farmer Owned Dairy Co-operative Since 1895

Norco Lismore Foods (NSW Operations) Employee Collective Agreement 2022-2025

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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2. TITLE

2.1 The Agreement shall be known as “”, otherwise referred to herein as the “Agreement”.

3. PARTIES BOUND

3.1 The parties to the Agreement are:

Norco Co-operative Limited ("the Company") ;

The Norco Co-operative Limited Lismore Foods Employees ("the Employees");

The Australasian Meat Industry Employee's Union, Newcastle and Northern Branch;

The Automotive, Foods, Metals, Engineering, Printing & Kindred Industries Union (Known as the Australian Manufacturing Workers Union) ("the Unions") and

The Communications Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Services Union of Australia (CEPU NSW).

4. APPLICATION AND DURATION

- 4.1 This Agreement shall apply to employees who are employed by the Company at the Company's site located at Lismore in the state of NSW and who are engaged in the classifications contained herein.
- 4.2 The Agreement commences 7 days after its approval by Fair Work Commission and it will continue in force until varied, terminated or replaced by an Agreement negotiated with the unions covered by this Agreement. The nominal expiry date is 30 June 2025.

5. AIMS AND OBJECTIVES TO THE AGREEMENT

- 5.1 The parties agree the objectives of this Agreement are to facilitate the:
- 5.1.1 Efficiency and productivity of the Company's business for the benefit of its employees, customers, shareholders and community at large;
 - 5.1.2 Profitable manufacture of the highest quality products at the lowest cost;
 - 5.1.3 Development and maintenance of a harmonious and mature consultative relationship.
 - 5.1.4 The parties recognise that important in achieving these objectives is:
 - 5.1.4.1 A consultative environment in which all employees care about their jobs and each other, have the opportunity to achieve their full potential, take pride in themselves and their work and benefit from the success of their efforts;
 - 5.1.4.2 The need for flexibility of jobs and duties within and between work areas, subject only to limitations imposed by individual skill levels.
 - 5.1.5 The parties to this Agreement therefore agree:
 - 5.1.5.1 that the parties will work co-operatively towards the objectives of the Agreement for all company's employees;
 - 5.1.5.2 that employees will carry out all duties as are within the limits of their skill, competence training and classification;
 - 5.1.5.3 that the parties will take all steps necessary to avoid any action which disrupts continuity of production by resolving concerns effectively and speedily through use of the consultative mechanism and an agreed dispute settlement procedure;
 - 5.1.5.4 that employees will cooperate in the implementation of quality assurance, production efficiency and productivity measurement techniques;
 - 5.1.5.5 that employees will participate positively in a full audit of the workforce's skills;
 - 5.1.5.6 all unions are to form and act as a single bargaining unit;
 - 5.1.5.7 that employees will assist with training other employees in accordance with guidelines developed by the parties;
 - 5.1.5.8 the practice that occurs at Lismore site which allows employees to transfer between sections or departments will continue.
 - 5.1.6 Norco shall take steps to ensure that the enterprise has the benefit of a stable and committed workforce through:
 - 5.1.6.1 Measures to protect employee's accrued entitlements, as example a fund as agreed between the employees and the company.
 - 5.1.6.2 Measures to increase the security of employees' employment. The parties recognise that the Company's commitment does not amount to a guarantee of no redundancies during the life of the Agreement.
 - 5.1.6.3 Where commercially sensible, increase its investment in the productive capacity of the enterprise.
 - 5.1.6.4 Measures aimed at ensuring that employees are appropriately trained in all aspects of work including occupational health and safety.

5.2 Norco is an equal opportunity employer and confirms its intention to continue to treat all employees, current and potential, fairly in respect of:

- a. Sex (including pregnancy)
- b. Marital Status
- c. Race, colour or religious background, descent or nationality
- d. Disability
- e. Sexuality - actual or presumed
- f. Age
- g. Political Opinion
- h. Family responsibilities

The Company does not and will not tolerate direct or indirect discrimination of any kind.

5.3 The parties are committed to promoting the Australian Manufacturing Industry and will endeavour to ensure that where practicable Australian Goods and products will be used.

5.4 The company is committed to continue to ensure that all accrued entitlements and severance payments owed to all its employees are paid if and when they fall due.

6. RELATIONSHIP TO AWARDS AND NES

6.1 This Agreement shall be read, interpreted and incorporate the relevant Modern Awards as at 1st January, 2010. The Relevant Awards incorporated into this Agreement are;

6.1.1 Food, Beverage and Tobacco Manufacturing Award 2010,

6.1.2 Manufacturing and Associated Industries and Occupations Award 2010.

6.2 Where there is any inconsistency between an express provision of this Agreement and a provision in an Award, the provisions of the Agreement will prevail to the extent of any inconsistency.

The provisions of this Agreement will be consistent with the NES and apply to employees covered by this Agreement.

7. CONTRACT OF EMPLOYMENT

- 7.1 The Company and the employees shall comply with the conditions contained in this Agreement.
- 7.2 An employee shall be engaged either full time, part time, casual or seasonal. With the exception of casuals each employee shall be notified in writing before commencing work of the nature of their employment with the company.
- 7.3 For all employees, (other than casuals) employment shall be terminated by the employee by the provision on 1 week's written notice; or by the forfeiture of an amount equal to the ordinary time earnings for the period where notice was not properly provided The company may elect to pay out some or all of an employee's notice.
- 7.4 If the employee is to be subject to dismissal as a result of serious misconduct, as defined by 7.7.3 there is no requirement for any notice period to apply.
- 7.5 In all other circumstances, the appropriate notice or pay in lieu of notice should be paid to the employee in accordance with the following table:

Length of Continuous Service:	Applicable Notice:
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

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

- 7.6 Payment in lieu of the notice above will 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.
- Casuals can be terminated by the employer after working their guaranteed 4 hours except as provided elsewhere within this Agreement.
- 7.7 This clause shall not affect the right of the company to:
- 7.7.1 Not pay for any day the employee cannot be usefully employed because of any industrial action or through a breakdown in machinery or any stoppage of work for which the company cannot reasonably be held responsible, after consultation with the employees. Provided that such standing down shall not be deemed a break in the continuity of the employment of the employee for the purpose of any rights under this Agreement.
- 7.7.2 Stand down an employee and deduct payment for any day or portion thereof, during which an employee is stood down by the company as a result of serious misconduct.
- 7.7.3 Dismiss an employee without notice as a result of serious misconduct. In such cases wages shall be payable up to the time of dismissal only (Fair Work Act 2009, Part 2-2. Division 11, Subdivision C, 123 (1) (b)).
- Serious Misconduct is misconduct of a serious and wilful nature and is usually conduct of a type that would make it unreasonable to require the company to continue employment of the staff member concerned.

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

theft;

violence;

fraud;

conviction of a criminal offence during the period of employment, which in the opinion of the company either impacts adversely on the staff member carrying out their duties or adversely on the reputation of the company;

conduct of a kind which constitutes a significant impediment to the carrying out of a staff member's duties or to the staff member's colleagues carrying out their duties;

a wilful and serious breach of any the company's Policies and Procedures.

wilful disobedience of a lawful and reasonable employer request.

serious dereliction of the duties required of the position;

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

8. TYPES OF EMPLOYMENT

8.1 Definitions

8.1.1 **Full-time Employee** shall mean a permanent Employee employed directly by the company for 38 hours per week. Appointment is subject to 3-month probationary period.

8.1.2 **Part-time Employee** shall mean a permanent employee who works less than 38 hours per week, under a part-time agreement and is not a casual employee. Norco will provide a minimum of 20 hours per week, with work done on any day that exceeds 8 hours to be paid at the appropriate penalty rates.

8.1.3 At the time of first being employed, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying:

8.1.3.1 the hours worked each day;

8.1.3.2 which days of the week the employee will work;

8.1.3.3 the start and finish times of each day;

8.1.3.4 the duration and timing of breaks;

8.1.3.5 any variation to this may be mutually agreed through notification via roster with at least seven (7) days advance notice and

8.1.3.6 part-time employees working may be offered additional hours of work outside the agreed roster as per 8.1.4. These additional hours will be paid at the applicable overtime rates. The total number of ordinary hours will not exceed 38 in any week.

8.1.4 **Casual Employee** shall mean an employee engaged by the hour. There is no guarantee of regular hours or ongoing employment for a casual employee.

8.1.4.1 The company for purpose of carrying out unplanned work requirements and covering absenteeism, peak workloads and project work, may employ casual employees.

8.1.4.2 Casual employees shall be guaranteed 4 hours pay at the casual rate for each start

8.1.5 **Day Worker** shall mean an employee whose ordinary hours of work are worked in accordance with Clause 12 - Hours of Work, of this Agreement.

8.1.6 **Shift worker** shall mean an employee, other than a day worker, working on a 1, 2 or 3 shift system. Shift allowances will apply as provided in Clause 16 Shift Workers and Shift Allowances, of the Agreement.

8.1.6.1 For the purposes of the NES, a shiftworker is defined as an employee who is regularly rostered to work Sundays and public holidays and who is also required to work over a roster cycle including any of the 7 days of the week.

9. REVIEW OF PERMANENT EMPLOYMENT LEVELS

- 9.1 The company believes it is desirable to increase permanent employment to the extent it is commercially appropriate for the business.
- 9.2 The company shall during the months of April and October of each year perform a formal review of the ongoing employment requirements for the Ice Cream factory. This review will determine the need for any additional permanent roles. Where the company identifies additional permanent roles, the following will occur:
 - 9.2.1 All employees will be notified that a review of employment is occurring and must register their interest in a permanent role or a move from part-time to full-time.
 - 9.2.2 Employees will be assessed by the company by a team of managers, line supervisors and permanent production employees.
 - 9.2.3 All employees who applied for a review will be advised as to the outcome of the process and either offered a permanent position or given advice on improvements that could be made to increase their chance of future permanent employment.
- 9.3 The company shall notify the onsite union delegates at the commencement of this process and keep them informed regarding details including the number of permanent positions available and the outcomes of the process.
- 9.4 Any disagreements under this process should be resolved through Clause 37 - Dispute Settlement Procedure.

10. WAGES

10.1 Dairy Production

Table 1. Production wage levels

Classification*	Agreement Date	1-Jul-23	1-Jul-24
Grade 1	\$885.81	\$916.81	\$944.32
Grade 2	\$1,026.32	\$1,062.25	\$1,094.11
Grade 3	\$1,081.45	\$1,119.31	\$1,152.88
Grade 4	\$1,158.48	\$1,199.02	\$1,234.99
Grade 5	\$1,192.36	\$1,234.09	\$1,271.12
Grade 6	\$1,227.76	\$1,270.73	\$1,308.86
Grade 7	\$1,264.55	\$1,308.81	\$1,348.07
Grade 8	\$1,302.60	\$1,348.19	\$1,388.64

10.2 Maintenance Employees

Table 2. Maintenance wage levels

Classification*	Agreement Date	1-Jul-23	1-Jul-24
ME 1	\$1,117.37	\$1,156.47	\$1,191.17
ME 2	\$1,229.43	\$1,272.46	\$1,310.63
ME 3	\$1,304.96	\$1,350.63	\$1,391.15
ME 4	\$1,386.47	\$1,434.99	\$1,478.04

* Appendix A and Appendix B outline the requirements to be achieved for each pay grade.

Note: In exchange for the increases in the 2007-2008 year, employees in maintenance classifications have agreed to the following changes to their conditions:

- No penalty for swapping shifts without 7 days' notice (remove 8.4.3 & 8.4.4).
- Removal of the classification/training "commitment" payment. Reclassification will only occur following the completion of training.
- Daily attendance of 8 hours 15 minutes per day to cover shift changes if requested by the company. This work will be considered overtime.

10.3 Juniors

No Junior rates will be applied and that employees under 18 years of age will be paid the same as adult employees in accordance with the rates in the Agreement.

10.4 Casual Employees

- 10.4.1 For all time worked on any one day, a casual employee as defined shall be paid at an hourly rate ascertained by dividing the weekly rate prescribed for an employee of the level at which he or she works by 38, plus 23%.
- 10.4.2 Except as specifically noted elsewhere in this Agreement, the employee shall not be entitled to any other payments, allowances, penalties or other benefits under this Agreement, including, but not limited to, annual leave, personal/carer's leave, family leave, compassionate leave, all other forms of leave, all allowances and all other penalties that may otherwise be payable to the employee.
- 10.4.3 The 23% Casual Loading compounds on ordinary time, shift allowance and overtime.

10.5 Trade Apprentices

10.5.1 New employees undertaking Trade Apprenticeships in accordance with a Training Agreement registered with the NSW Training Authority will be employed under the conditions and paid a percentage rate prescribed in the Agreement as follows:

Apprentices

<i>Year or Stage of Apprenticeship</i>	<i>% of ME 2 Level</i>
First Year or Stage	65%
Second Year or Stage	72%
Third Year or Stage	75%
Fourth Year or Stage	88%

10.6 Annualised Salaries

10.6.1 Annualised salaries may be introduced for employees in parts of the operation during the life of this Agreement. The terms upon which the annualised salaries will be introduced will be determined by agreement between the company, the employee and their representative if required.

10.7 Trainees

10.7.1 Employees undertaking traineeships in accordance with a Training Agreement registered with the NSW Training Authority will be employed under the conditions and paid rates in accordance with the skill levels and wages prescribed in the Agreement.

11. ALLOWANCES (NOT PRESCRIBED ELSEWHERE)

- 11.1 The increased allowances for employees, including casual employees, during the life of this Agreement will be applied at the % wage increase each year.

Table 3. Allowances – Leading Hands

Leading Hand Allowance	Agreement Date	1-Jul-23	1-Jul-24
Production Employees (Provided that this subclause shall not apply to an employee classified and paid as a head packer (unless such employee is in charge of employees other than packers); Production Team Coordinator; Store person in charge.)			
In charge of 2 to 5 employees	\$53.98	\$55.87	\$57.54
In charge of 6 to 10 employees	\$61.17	\$63.31	\$65.21
In charge of 11 to 20 employees	\$68.37	\$70.76	\$72.89
In charge of more than 20 employees	\$89.96	\$93.11	\$95.90
Supervisor (Production)	\$179.97	\$186.27	\$191.86
Relief Manager (Production)	\$269.95	\$279.40	\$287.78
Maintenance Employees			
In charge of 2 to 5 employees	\$53.98	\$55.87	\$57.54
In charge of 6 to 10 employees	\$61.17	\$63.31	\$65.21
In charge of 11 to 20 employees	\$68.37	\$70.76	\$72.89
In charge of more than 20 employees	\$89.96	\$93.11	\$95.90

Table 4. Allowances – First Aid and Meal Allowances

First Aid Allowance	Agreement Date	1-Jul-23	1-Jul-24
First Aid Allowance - An employee who has been trained to render First Aid and who is the current holder of an appropriate first aid qualification (such as a certificate from St John Ambulance or similar body) and has been appointed by the company.	\$18.97	\$19.63	\$20.22
Meal Allowance	\$16.56	\$17.14	\$17.65

Table 5. Allowances – Tool/ Licence

Tool/ Licence Allowance	Agreement Date	1-Jul-23	1-Jul-24
Where applicable a tool allowance will be paid to maintenance employees. This allowance is included in the base rate for all purposes.	\$19.50	\$20.18	\$20.79
Where applicable an electrician's licence allowance will be paid to electricians. This allowance is included in the base rate for all purposes.	\$47.16	\$48.81	\$50.28

Absorbed Allowances

In 2007 an increase of 0.4% was paid to all employees in lieu of any confined space, wet work, dirt and boilerwork allowances.

11.2 Other than Freeze Room Employees, including Casual employees

11.2.1 Any employee working in an area at an artificially reduced temperature of less than 2 Degrees Celsius shall be paid an allowance as per Table 6 below per hour or part thereof.

Table 6. Other than Freeze Room Employees – less than 2 Degrees Celsius

Other than Freeze Room Employees	Agreement Date	1-Jul-23	1-Jul-24
Any employee working in an area at an artificially reduced temperature of less than 2 degrees Celsius	\$0.31 p/h	\$0.32 p/h	\$0.33 p/h

11.2.2 Any employee working in an area at an artificially reduced temperature of less than minus one Degree Celsius shall be paid an allowance as per Table 7 below per hour or part thereof.

Table 7. Other than Freeze Room Employees – less than minus 1 Degree Celsius

Other than Freeze Room Employees	Agreement Date	1-Jul-23	1-Jul-24
Any employee working in an area at an artificially reduced temperature of less than minus 1 degree Celsius	\$0.46 p/h	\$0.47 p/h	\$0.49 p/h

11.2.3 If the temperature goes below minus 18 Degrees Celsius after an hour of duty the employee shall be entitled to refuse to work in such room unless the employee is classified as a freezing room employee under the following conditions.

11.3 Freezing Room Employees, including Casual employees

11.3.1 Any Freezer employee working in an area at an artificially reduced temperature of less than minus 16 Degrees Celsius shall be paid an allowance as per Table 8 below per hour or part thereof.

Table 8. Freeze Room Employees – less than minus 16 Degrees Celsius

Freeze Room Employees	Agreement Date	1-Jul-23	1-Jul-24
Any employee working in an area at an artificially reduced temperature of less than minus 16 degrees Celsius	\$0.60 p/h	\$0.62 p/h	\$0.64 p/h

11.3.2 Any Freezer employee working in an area at an artificially reduced temperature of less than minus 20 Degrees Celsius shall be paid an allowance as per Table 9 below per hour or part thereof.

Table 9. Freeze Room Employees – less than minus 20 Degrees Celsius

Freeze Room Employees	Agreement Date	1-Jul-23	1-Jul-24
Any employee working in an area at an artificially reduced temperature of less than minus 20 degrees Celsius	\$1.20 p/h	\$1.25 p/h	\$1.29 p/h

- 11.3.3 Any Freezer employee working in an area at an artificially reduced temperature of less than minus 30 Degrees Celsius shall be paid an allowance as per Table 10 below per hour or part thereof.

Table 10. Freeze Room Employees – less than minus 30 Degrees Celsius

Freeze Room Employees	Agreement Date	1-Jul-23	1-Jul-24
Any employee working in an area at an artificially reduced temperature of less than minus 30 degrees Celsius	\$1.57 p/h	\$1.62 p/h	\$1.67 p/h

- 11.3.4 The company shall make available free of charge for the use of each employee, freezer boots, coats, caps and gloves, including inner gloves if required.
- 11.3.5 Each employee shall have been medically selected as fit to work in extremely cold conditions.
- 11.3.6 Employees required to work in temperatures of less than minus 20 Degrees Celsius shall be allowed reasonable breaks from such work outside the freezing chamber.
- 11.4 General for all Employees including Casual Employees
- 11.4.1 The allowances provided in this Clause shall not apply unless the temperature remains at the prescribed level for at least one hour after commencing work.
- 11.4.2 Time worked which on any day is less than thirty minutes in the aggregate shall be disregarded.
- 11.4.3 An employee who is overheated through working outside shall be allowed time to cool off before being required to work in a temperature artificially reduced below 2 Degrees Celsius.
- 11.4.4 The method of measuring artificially reduced temperatures shall be to place a thermometer at a height of 1.2 meters in the centre of the work area at least 1 hour after starting work.
- 11.4.5 The company, an employee and if they request their employee representative may agree to incorporate cold temperature allowances in the weekly rate for employees, regard being paid to the time actually spent in freezing rooms, in lieu of the specific payments by this clause.
- 11.4.6 The amounts provided by this Clause each stand alone and are not cumulative.
- 11.4.7 The company will provide a fully maintained uniform / personal protective equipment service with all items to remain on site at all times. The company may require any employee applying for replacement of uniform / personal protective equipment that is permanently on site and in control of that employee and who fails to return their last issued articles, without reasonable explanation, to pay a reasonable cost for these articles.
- 11.4.8 Any articles supplied by the company in the term of an employee's employment must be returned to the company as soon as reasonably practicable on termination of employment. Failure to do so without reasonable cause or excuse, the company shall be entitled to deduct from any monies due by he/she to the employee a fair and reasonable sum for the value of such articles as at the time of the termination of employment.
- 11.4.9 Each employee required to work in a room wherein the temperature has been artificially reduced below 2 Degrees Celsius (35.6 Fahrenheit), shall be supplied, free of cost, with suitable warm clothing for use in such work. "Suitable warm clothing" means freezer suit or jacket, boots, gloves and cap or balaclava.
- 11.5 Where the duties of an employee, including Casual Employees, require the use of gloves they shall be supplied free of cost by the company.

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- 11.6 (a) Subject to 11.4.2, of this subclause, an employee whose work is performed under wet conditions or who works in all weathers shall be supplied, free of cost, according to the nature of his/her work, with waterproof aprons, gum-boots or oilskins.
“Wet Conditions” mean conditions in which clothing or boots of an employee would in the absence of protective clothing, become saturated with moisture in the course of his/her work.
- (b) Where the employee (and if requested by the employee, their representative) and the company agree that the company will supply, free of cost to an employee leather boots because of the wetness associated with the employee's work and the company so supplies such leather boots shall not be required to supply to the employee gum-boots pursuant to 11.6 (a) of this sub clause.
- 11.7 Any employee applying for new gloves, aprons, boots, or outer garments, or accessories who fails to return corresponding articles last issued to him/her shall not be entitled to same, without payment therefore at a reasonable price. The reasonable price shall be determined by agreement between the company and the employee(s) concerned.
- 11.8 Upon termination of employment an employee shall be required to return to the company the articles last issued to he/she in pursuance of this Clause and in the event of his/her failure to do so without reasonable cause or excuse, the company shall be entitled to deduct from any monies due by he/she to the employee a fair and reasonable sum for the value of such articles as at the time of the termination of employment.
- 11.9 Mezzanine Employees including Casual Employees
For employees working on the mezzanine level of the ice cream factory, additional amenities will be provided as follows at relevant temperatures within that part of the factory:
- a) Employees will have made available to them cold water and hydrolyte drinks;
 - b) If the temperature reaches over 35 degrees, the employees will be provided with an extra paid 5 minute break every hour for so long as the temperature stays above 35 degrees;
 - c) If the temperature reaches over 40 degrees, employees will be provided with an extra paid 15 minute break every hour, for so long as the temperature stays above 40 degrees;
 - d) For the purposes of this clause, Norco will put in place a reasonable system for measuring the average temperature across the working area.

12. HOURS OF WORK

- 12.1 Hours of work - The span of ordinary hours shall be between the hours of 6am and 6pm, Monday to Friday inclusive.
- 12.1.1 The employer shall fix the daily starting and finishing times.
 - 12.1.2 Employees shall be given advice of their start and finishing times. This shall not be altered except by 1 weeks' notice or by mutual agreement of the majority of the employees in the affected work unit. In addition, the provisions of 12.2 of this clause shall apply.
 - 12.1.3 Ordinary hours other than a normal 8-hour shift shall be formalised in a written agreement following consultation between the parties. A copy shall be forwarded to each union office.
 - 12.1.4 The minimum interval between concurrent rostered shifts will be 10 hours.
- 12.2 Change of Start Time
- 12.2.1 Permanent Employees
 - 12.2.1.1 Where the company changes the start time of a day worker as defined in clause 12.4 within 48 hours, and a shift worker as defined

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- in clause 12.5 within 7 days and the change of start time triggers a shift change, (eg. Early morning to Day shift) the employee will not be disadvantaged by loss or reduction of the shift penalty.
- 12.2.1.2 Where the employee was rostered to receive a penalty and the change of start time results in the loss or reduction in shift penalty, the employee shall receive the penalty as per the original rostered shift for the hours worked.
- 12.2.1.3 Where the change in start time results in a greater penalty, the employee shall receive the greater penalty.
- 12.2.1.4 The above penalties do not apply where the change to start time is due to factors outside of the companies control as at 12.3 Outside of Control.
- 12.2.2 Casual Employees
- 12.2.2.1 Where the company cancels a shift with less than 4 hours notice the employee will be entitled to payment for 4 hours at ordinary time.
- 12.2.2.2 Where the company changes the start time within 48 hours, the employee will not be disadvantaged by loss or reduction of the shift penalty.
- 12.2.2.3 Where the employee was rostered to receive a penalty and the change of start time results in the loss or reduction in shift penalty, the employee shall receive the penalty as per the original rostered shift for the hours worked.
- 12.2.2.4 Where the change in start time results in a greater penalty, the employee shall receive the greater penalty.
- 12.2.2.5 The above penalties do not apply where the change to start time is due to factors outside of the companies control as at subclause 12.3 Outside of Control
- 12.3 Outside of Control
- 12.3.1 The above penalties at subclause 12.2 Change of Start Time will not apply where the circumstances that occur to force a change in the plan of production are outside of the control of the company. These circumstances include, but are not limited to:
- 12.3.1.1 Power failure
- 12.3.1.2 Evacuation of premises
- 12.3.1.3 Natural disaster such as flood, fire, storm etc.
- 12.3.1.4 Delivery failure where the company has ordered within supplier guidelines
- 12.3.1.5 Excessive unavailability of personnel due to illness, injury or 'no show'
- 12.3.1.6 Breakdown of equipment or human error, not due to inadequate maintenance
- 12.3.1.7 Unexpected customer order e.g. Special promotional request
- 12.3.1.8 Contamination
- 12.4 Day Workers:
- 12.4.1 The ordinary working hours of a day worker shall be 38 hours per week including rest pauses to be worked continuously except for meal breaks, Monday to Friday inclusive, between the hours of 6am and 6pm.
- 12.4.2 Following discussions and agreement between the parties to this Agreement, a majority of the employees concerned and the company may mutually agree upon starting and ceasing times between the prescribed hours. Ordinary working hours

other than 8 per day shall be formalised and set down in a written agreement by the parties.

12.4.3 Before any vote is taken by employees in the Ice Cream and Freezer Room section, under this clause, the particular occupational health and other needs of the Freezer hands will be taken into account.

12.4.4 The company will provide 48 hours' notice of employee start times unless a situation out of the control of the company prevents this notification. Refer to subclause 12.3 Outside of Control.

12.4.5 Where the company notifies of a change to the start time of a day worker, the company will give consideration to the employee's personal circumstances including any family or carers responsibilities.

12.5 Shift Workers

12.5.1 The ordinary working hours of shift workers shall not exceed an average of:
38 per week; or
76 in 14 consecutive days; or
114 in 21 consecutive days; or
152 in 28 consecutive days.

12.5.2 Notwithstanding the spread of hours prescribed for day workers by subclause 12.1 of this clause, the company and the employees in a work unit, and if they request their employee representative, may implement mutually agreeable shift work provisions, in any work unit to meet the circumstances of that work unit.

12.5.3 Notwithstanding anything elsewhere contained in this clause the start time of shift workers may be varied by the company with 7 days' notice, or otherwise with the agreement of the majority of employees in the work unit for the purposes of meeting the company's needs.

12.5.4 Where the company notifies of a change to the start time of a shift worker, the company will give consideration to the employee's personal circumstances including any family or carers responsibilities.

12.6 Split Shifts

12.6.1 The company may roster an employee on a split shift arrangement under the following provisions:

12.6.1.1 Split shifts will be rostered by agreement with each employee to be placed on the split shift roster and will not be at the disadvantage of the other casuals of the company.

12.6.1.2 Split shifts will be used as a mechanism to provide additional hours of work to the casual and permanent part-time employees upon request.

12.6.1.3 Only split shifts advised on the roster in advance of the shift may be classed as a split shift.

12.6.1.4 Where an employee is requested to return to work after a shift without being advised in advance of the shift, the terms of Clause 17 Overtime, subclause 17.7 Call back, will apply.

12.6.1.5 Each shift within the 'split shift' will be rostered at a maximum of 4 hours, with a total maximum of 8 ordinary hours in a 24 hour period.

12.6.1.6 Where an employee working a split shift completes over 8 hours work within 24 hours, those hours over 8 will be paid at the appropriate overtime rates.

12.6.1.7 There will be a maximum 6 hour break between the first and second shift of the split shift.

- 12.6.1.8 At the conclusion of the second shift on a split shift, employees must receive a minimum 10 hour break prior to the commencement of any other shift.
- 12.6.1.9 No employee on a split shift shall be required to work more than 16 hours in a 24 hour period including ordinary hours, overtime and the break between shifts.
- 12.6.1.10 The implementation of the split shift will be monitored and reviewed on a 3-monthly basis.

12.7 All Employees

- 12.7.1 Notwithstanding other provisions of this clause the company may implement a 38 hour week, based on the needs of the business, in any one of the following ways:
 - 12.7.1.1 one day off after 19 days (when the provisions of Clause 13 Thirty Eight Hour Week, of this Agreement shall apply), or
 - 12.7.1.2 any other agreed method of implementation.
- 12.7.2 The company may at the request of the employees forward details of the hours of work to their nominated representative.

12.8 Start time adjustments for Employees including Casual Employees

- 12.8.1 An employee may be required to complete overtime at the start of their normal rostered shift.
- 12.8.2 If this overtime (at the start of their shift) commences outside of the span of ordinary hours as specified in 12.1, the employee will be classed as a shift worker for work performed on that day.
- 12.8.3 Alternatively, if that overtime starts within the span of ordinary hours, the employee will be classed as a day worker for work performed on that day.
- 12.8.4 This provision will not operate to increase penalties payable if the early start is at the employee's request. It will only be used in special circumstances and not used to instigate common practice that forgoes penalty rates.

Working hours example		
Day	Start Time	Class and payment
Mon	6.00am-2.30pm	Day worker
Tue	5.00am-2.30pm	'Early morning' shift + 1.5 hours overtime
Wed	5.00am-1.00pm	'Early morning' shift
Thu	6.00am-3.30pm	Day worker + 1 hour overtime
Fri	5.00am-1.00pm	'Early morning' Shift
Employee requested shift change		
Any Day	5.00am-1.30pm	Day work - No penalty paid

13. THIRTY EIGHT HOUR WEEK

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

13.1 One day off after 19 days:

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

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

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

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

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

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

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

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

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

13.1.1.3.6 Where the company and the employee agree, rostered days off, which occur as a result of employees working in accordance with the provisions of this subclause, may accumulate to a maximum of 5 days in any one year. These accumulated days may be taken at any time mutually agreed between the company and employee and shall be taken within 6 months of accrual. Rostered day accruals in excess of the maximum of 5 days may be paid to an employee upon written request by the employee.

13.2 Through consultation with the employee and their supervisor, employees may be able to

access their accrued leisure time (RDO) in blocks of 1 hour. However, the preference is for employees to access their RDO entitlements in full days.

13.3 Other Agreed Methods of Implementation

13.3.1 The company and directly affected employees, and if the employees request their representatives, may agree upon a different method of implementation which may apply to various groups of employees or all employees in a department or section which is consistent with these principles.

14. MEAL BREAKS

- 14.1 Day workers, including casual employees, rostered to perform more than 4 hours work shall be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes. The meal break shall be rostered not more than 5 hours after the employee's rostered starting time. Such meal breaks may be staggered within each particular work area in order that full production may be maintained wherever possible.
- 14.1.1 Shift workers rostered to perform more than 4 hours work shall be allowed an interval of twenty minutes each shift for crib at a time agreed upon by the company and if the shift worker requests union involvement, by the union, such interval to be counted as time worked and paid for as such
- 14.1.2 Meal Breaks for shift workers
The parties agree that full-time and part-time employees (as defined by Clause 8.1) who work a 1, 2 or 3 shift rotation will not have to make up meal breaks. This will include meal breaks on a shift that is worked between day shift hours.
- 14.1.3 Where an employee is required to work past their normal ceasing time, the following meal breaks will apply:
- 14.1.3.1 Up to and including 1 hour, no break or payment in lieu of break will apply
- 14.1.3.2 More than 1 hour, a meal break of 30 minutes (20 minutes crib for shift workers) shall be taken immediately after the normal ceasing time. If no break is given, the employee will be paid the equivalent time at the applicable overtime rate for the meal break.
- 14.1.4 An employee who is required to work overtime before or after his/her ordinary hours for more than 1 hour without being notified on the previous day that he or she will be so required to work shall be paid the applicable meal allowance as per Table.
- 14.2 If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is require to work less than the amount advised he or she shall be paid as above prescribed for meals which he or she has provided but which are surplus.
- 14.3 When an employee is required to work through their meal period,
- 14.3.1 In the case of a position that requires continual monitoring and allows the employee to complete their meal at their workstation (eg boiler attendance) the employee shall be paid at a rate of double time for the meal period.
- 14.3.2 When an employee is requested by Norco to interrupt, or work through, their meal period on a case by case basis (eg breakdowns, change of production schedule) the employee shall be paid at a rate of double time until they are released to complete their meal period.
- 14.4 Not more than 5 hours shall be worked without a break for a meal or interval for crib.
- 14.5 Any payment for a meal under this clause shall be in addition to any overtime payment.
- 14.6 Supervisors and leading hands to have responsibility for ensuring that employees take their breaks as per the Agreement.

15. REST PAUSES

- 15.1 Employees, including casual employees, are entitled to a rest pause or pauses based on the number of hours they are rostered to work on any given day, as per Table 11 below.

Table 11. Rest Pauses

Rostered Hrs	Rest Pause/s	Time allowed each Rest Pause (mins)	Total Time Allowed (mins)
4 hours	1	10	10
5 hours	1	10	10
6 hours	2	7.5	15
7 hours	2	8.5	17
8 hours	2	10	20

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

16. SHIFT WORKERS AND SHIFT ALLOWANCES

- 16.1 Shift worker shall mean an employee, other than a day worker, working on a 1, 2 or 3 shift system.
- 16.2 Employees, including Casual employees, who are shift workers shall in addition to their ordinary rate of pay for each shift be paid an allowance of: -
- 16.2.1 early morning shift 15%
 - 16.2.2 afternoon shift 15%
 - 16.2.3 night shift 30%
- 16.3 For the purpose of this Clause:
- 16.3.1 Early morning shift shall mean a shift finishing after 9.00am and before 2.00pm and for the purposes of preparing mix may commence at 4.00am.
 - 16.3.2 Afternoon shift shall mean a shift finishing after 6.00pm and at or before midnight.
 - 16.3.3 Night shift shall mean a shift finishing subsequent to midnight and at or before 9.00am.
 - 16.3.4 Applicable shift allowances will be paid on ordinary hours per day .
- 16.4 Maintenance employees who are shift workers shall be entitled to the following:
- 16.4.1 For work in a period of less than 5 successive shifts shall be paid 50% in addition to the ordinary rate of pay for the first 3 hours and then 100% in addition to the ordinary rate of pay thereafter.
 - 16.4.2 Maintenance employees on night shift that does not rotate with another shift or day shift so as to give them at least one third of working time off night shift in each shift cycle shall be paid 30% in addition to the ordinary rate of pay.
 - 16.4.3 If shift variations are to be effected, where compatible with the business' needs, permanent employees will have preference to the alternative shift roster.
 - 16.4.4 Any penalty referred to in clause 16.4.1 and 16.4.2, will not be payable if:
 - 16.4.4.1 the relevant variation is made to accommodate planned or unplanned absences, including, but not limited to, public holidays, RDOs, sick leave, carer's/family leave, annual leave or parental leave for the affected employee;
 - 16.4.4.2 the relevant variation results from a shift swap request made by affected employees and approved by the relevant supervisor;
 - 16.4.4.3 the relevant variation was not pre approved by the Company; or
 - 16.4.4.4 the need for the relevant variation was outside the control of the Company as specified at subclause 12.3 Outside of Control
- 16.5 Changes to work arrangements for shift workers
- 16.5.1 Norco will provide 7 days written notice to the parties to this Agreement, prior to implementing discussions regarding changes under this clause.
 - 16.5.2 Notwithstanding any other provision of this Agreement, Norco and the employees in a work unit, and if they request, their employee representative may agree to vary the application of certain terms of this Agreement to meet the genuine needs of Norco and the employees in the work unit.
 - 16.5.3 The terms of this Agreement that Norco and the employees in the work unit may agree to vary the application of are:
 - 16.5.3.1 Arrangements about when work is performed
 - 16.5.3.2 Overtime rates
 - 16.5.3.3 Penalty rates

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- 16.5.4 The change of work arrangements between Norco and the employees in the work unit must:
- 16.5.4.1 Be confined to application for the employees in the work unit specified by the arrangements;
 - 16.5.4.2 Be confined to a variation in the application of one or more of the terms listed in this clause;
 - 16.5.4.3 State each term of this Agreement that Norco and the employees in the work unit have agreed to vary;
 - 16.5.4.4 Detail how the application of each term has been varied by agreement between Norco and the employees in the work unit;
 - 16.5.4.5 Not disadvantage the employees in the work unit in relation to the employees terms and conditions of employment;
 - 16.5.4.6 Require Norco to ensure that changes to work arrangements must be about matters that would be permitted matters if the arrangement were an enterprise agreement;
 - 16.5.4.7 Require Norco to ensure that the written document regarding changes to work arrangements must not include a term that would be an unlawful term if the arrangement were an enterprise agreement;
 - 16.5.4.8 Require Norco to ensure that any changes to work arrangements agreed to must result in the employees in the work unit being better off overall than the employees in the work unit would have been if no changes to work arrangements were agreed to;
 - 16.5.4.9 Genuinely be made without coercion or duress and agreed by the majority of employees within the work unit;
 - 16.5.4.10 Be in writing, detail the work unit involved and be signed by Norco and a representative of the work unit and include a copy of the ballot process used to determine majority agreement;
 - 16.5.4.11 Require Norco to give each employee in the work unit a copy of the changes to work arrangements and keep a copy of the agreement on file;
 - 16.5.4.12 Require Norco to ensure that any changes to work arrangements must be able to be terminated by Norco or the employees in the work unit, by majority agreement, four weeks' notice of termination in writing, to the other party, or at any time by agreement in writing by Norco and the employees in the work unit, through majority agreement; and
 - 16.5.4.13 State the date the changes to work arrangements commences to operate.

17. OVERTIME

- 17.1 Overtime is an extension of rostered working hours (subject to a reasonable meal break), which is continuous with the employee's rostered working hours (either at the beginning or end of the rostered working hours) where the employee has,
- 17.1.1 been notified prior to the end of the shift if overtime is to be worked continuously with the rostered working time on that day; or
 - 17.1.2 been notified no later than the end of their rostered hours the day prior of their requirement to work overtime the next day.
- 17.2 Overtime shall be paid for at the rate of time and one-half for the first 2 hours and double time thereafter; provided that a shift worker called upon to work on a rostered day off, other than Sunday, or a day worker on a five-day week, Monday to Friday inclusive, called upon to work on Saturday shall be paid time and one-half for the first 2 hours and double time thereafter for work on such rostered day off or Saturday respectively.
- 17.3 Casual employees will receive overtime penalties following 8 hours work on any 1 day calculated on their ordinary hourly rate which includes casual loading.
- 17.4 Employees, including Casual Employees, are required to work reasonable overtime.
- 17.5 An employee who is directed and does attend to work overtime at the hours required by the company on Saturday, Sunday, his/her rostered day off, 25 December, Good Friday or ANZAC day shall be paid a minimum of 4 hours at the appropriate rates of pay.
- 17.6 Where overtime commences on 1 calendar day and extends into the following calendar day, the whole period of overtime shall be deemed to have been worked on the former day for the purposes of calculation of overtime.
- 17.7 Call Back
- 17.7.1 An employee called back to work after leaving their employer's business premises on any day including Public Holidays shall be paid for a minimum of 4 hours' work at the appropriate overtime rate for every period so recalled. The 4 hours will be paid even if the job the employee was recalled to perform is completed within a shorter period and no further work was available.
 - 17.7.2 If an employee is required to complete a stand-alone task, which is not continuous with their rostered working hours, then this will also be classed as a call back to work.
 - 17.7.3 If the call back continues into rostered hours of work then the employee will still receive 4 hours call back in addition to their ordinary hours.
 - 17.7.4 When call back hours extend into the employee's rostered working time, considering the safety of the employee, the supervisor has the discretion to allow the employee to complete their rostered working time early. In these circumstances the employee will be paid as if they had worked their ordinary working time.
 - 17.7.5 An employee who is rostered on a 'split shift' as per Clause 12 Hours of Work, 12.6 Split Shifts, will not be paid the call back penalty for the second shift of the split shift.

17.8 Rest Period After Overtime

17.8.1 When overtime is necessary, it shall wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days. An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the company such as employee resumes or continues work without had such 10 consecutive hours off duty, shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

17.9 Except as provided in subclause 17.6 of this Clause, each day shall stand alone in the computation of overtime.

17.10 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

For the purposes of this clause what is unreasonable or otherwise will be determined having regard to:

- a. any risk to employee health and safety from working the additional hours;
- b. the employee's personal circumstances, including any family and carer responsibilities;
- c. the needs of the workplace or enterprise in which the employee is employed;
- d. whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- e. any notice given by the employer of any request or requirement to work the additional hours;
- f. any notice given by the employee of his or her intention to refuse to work the additional hours;
- g. the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- h. the nature of the employee's role, and the employee's level of responsibility;
- i. whether the additional hours are in accordance with averaging terms included under clause 12 of this Enterprise Agreement;
- j. any other relevant matter.

17.11 Norco agrees to provide as much notice as possible to work additional hours and employees agree to provide as much notice as possible of his or her intention to refuse to work additional hours.

18. MIXED FUNCTIONS

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

19. SATURDAY AND SUNDAY WORK

- 19.1 All time worked on Saturday, including work performed by a casual employee, which is not overtime, shall be paid for at the rate of time and one-half.
- 19.2 All time worked on Saturday, including work performed by a casual employee, which is overtime, shall be paid for in accordance with Clause 17 Overtime, of this Agreement.
- 19.3 All time worked on Sunday, including work performed by a casual employee, which is not overtime, shall be paid for at the rate of double time of the ordinary hourly rate.
- 19.4 All time worked on Sunday, including work performed by a casual employee, which is overtime, shall be paid for at the rate of double time.
- 19.5 Any employee, who is directed and does attend for duty on Sunday at the hours required by the company and which is not included in his/her ordinary rostered hours of the week, shall be paid a minimum of 4 hours at the appropriate rate of pay.
- 19.6 The extra rates prescribed by subclauses 19.1 and 19.3 of this Clause, shall be in substitution for and not cumulative upon the shift work premiums prescribed in Clause 16 Shift Workers and Shift Allowances.

20. HOLIDAYS

- 20.1 Employees shall be entitled to the following public holidays without loss of pay:
- 20.1.1 New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, ANZAC Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, Norco Foods Picnic Day and any day proclaimed and observed as a public holiday in NSW.
- 20.2 The Norco Foods Picnic Day will be at a date mutually agreed between the employee and their supervisor.
- 20.3 Payment for rostered working hours on a Public Holiday will be at the rate of double time and a half except for Christmas Day, ANZAC Day and Good Friday, which will be paid at the rate of triple time.
- 20.4 Any employee who is directed and does attend for duty on a holiday, at the hours required by the company, and which is not included in his/her ordinary rostered hours for the week shall be paid a minimum of 4 hours at the appropriate rate of pay for each holiday worked.

21. ANNUAL LEAVE

21.1 Annual leave rights and entitlements are those set by the relevant annual leave provisions of the Fair Work Act 2009 – Division 6, Annual Leave.

21.1.1 Entitlement:

- 21.1.1.1 All employees, other than casuals, are entitled to 4 weeks' annual leave for each year of continuous service with the employer.
- 21.1.1.2 An employee is entitled to 5 weeks annual leave or pro rata of the additional week for an incomplete year of service as a shift worker, where the employee is a 7 day shift worker defined as an employee who works on shifts worked continuously 24 hours a day 7 days a week and is regularly required to work Sundays and Public Holidays.
- 21.1.1.3 An employee's entitlement to annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 21.1.1.4 An employee receives their ordinary pay for the period of annual leave taken.
- 21.1.1.5 An annual leave loading of 17.5% shall be paid when leave is taken.
- 21.1.1.6 Leave loading shall only be paid on annual leave that is accrued and taken.
- 21.1.1.7 Employees, who worked on night shift, shall receive a 30% annual leave loading pro rata to the period they have spent on night shift.
- 21.1.1.8 Seasonal workers annual leave will be accrued on pro-rata basis on ordinary hours worked and shall be paid at the termination of their employment period.
- 21.1.1.9 On termination of employment accrued annual leave and annual leave loading will be paid.
- 21.1.1.10 The company may temporarily close down their business, a section or department once annually and instruct employees to take any leave due for that period. If a close down is to occur the following actions should be taken:
 - (a) 3 months' notice of the close down must be given to affected employees.
 - (b) Before requiring a specific employee to take leave during the close down, the company will:
 - i. Identify those employees with excessive leave (8 weeks or more accrued annual leave) in the section or department to be closed down and ensure they are first required to take leave, unless there is some exceptional reason for not doing so;
 - ii. Seek volunteers from the section or department to take the leave;
 - iii. Identify employees with excessive leave in other sections or departments who may be able to be replaced by employees in the section or department to be closed down and consider directing them to take leave during the close down;
 - iv. Identify casual employees in other sections or departments who may be able to be replaced by

employees in the section or department to be closed down and consider directing them to take leave during the close down;

- v. Consider whether employees who do not wish to take leave during the close down can be productively used in other duties, such as cleaning and if so, select relevant numbers of employees in the closed down section or department to do the other productive work.

- (c) Any employee not having leave entitlement must take leave without pay for the balance of the close down period.

21.1.1.11 Leave in advance of entitlement may be granted at the company's discretion.

21.2 Annual Leave during Christmas Period

21.2.1 In preparation for the annual summer period, the parties will develop systems designed to allow access to employees for the taking of annual leave during the Dec/Jan periods.

21.2.2 This may include but not be limited to:

21.2.2.1 Training and up-skilling of additional key personnel.

21.2.2.2 Roster Systems.

21.2.2.3 Advanced periods of notice being given to the Company to ensure staffing levels are met.

21.3 Cashing Out Annual Leave

21.3.1 An employee may elect, (subject to the conditions set out in sub-clause 21.3.2, 21.3.3 and 21.3.4), to forgo (i.e. cash out) some of their accrued annual leave and receive payment instead of taking that annual leave. The amount of annual leave that an employee can forgo and receive payment in a 12-month period is an amount up to 2 weeks.

21.3.2 The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave being cashed out.

21.3.3 An employee must be left with an annual leave balance of at least 4 weeks after cashing-out has occurred.

21.3.4 To make an election, the employee must give the Company a notice in writing on each occasion they wish to forego an amount of annual leave. The notice must be in a form acceptable to the Company. The Company will consider the employee's election and the Company may authorise the employee to forgo the amount of annual leave by confirming this to the employee in writing. It is the preference of the company for Annual leave to be taken as blocks of leave rather than single days or the alternative of being paid out.

21.3.5 If the Company authorises an employee to forgo an amount of annual leave, the Company will pay the employee within 14 days of the Company's authorisation the amount of pay the employee is entitled to receive in lieu of the amount of annual leave.

22. LONG SERVICE LEAVE

- 22.1 Long Service Leave entitlements shall be as per the NSW Long Service Leave Act 1955. Calculations for permanent part-time and seasonal employees shall be calculated on a pro-rata basis based on actual days worked.
- 22.2 Attachment 1 details Long Service Leave Accrual Calculations.
- 22.3 Seasonal workers period of employment will only be deemed continuous if there is no more than two months break between their periods of employment.
- 22.4 Regular and systematic casual employees will be entitled to any statutory entitlements to Long Service Leave.

23. PERSONAL/CARER'S AND COMPASSIONATE LEAVE

23.1 Personal/Carer's Leave

- 23.1.1 All employees, other than casual employees are entitled to paid personal/carers' leave.
- 23.1.2 All employees, including casual employees are entitled to unpaid personal/carers' leave. Full-time and part-time employees may only access unpaid leave when they have used up all of their paid personal/carers' leave.
- 23.1.3 Personal/carers' leave is available when the employee is not fit for work because they are ill or injured or the employee needs to provide care or support for an immediate family member or household member who is ill, injured or has an unexpected emergency.
- 23.1.4 Personal/carers' leave is also available to provide support for the persons below for matters relating to the education of a child, or to attend to legal business.
- 23.1.5 The entitlement for paid personal/carers' leave is 10 days per year and accrues progressively during a year of service according to the ordinary hours worked, and accumulates from year to year.
- 23.1.6 Casual employees or other employees who have exhausted all paid leave may elect, with the consent of the employer, to take unpaid leave for a reasonable period of time for the purpose of providing care and support to a person outlined at 23.1.8, 23.1.9, and 23.1.10, who is ill or requires care because of an unexpected emergency affecting the person.
- 23.1.7 An employee may elect, with the consent of the employer, to work make up time, for a reasonable period of time, for the purpose of providing care and support to a class of person as outlined at 23.1.8, 23.1.9 and 23.1.10.
- 23.1.8 Immediate family is an employee's:
 - 23.1.8.1 Spouse or former spouse
 - 23.1.8.2 De facto partner(including same sex partner) or former de facto partner
 - 23.1.8.3 Child (includes adult child, step child, foster child or ex-nuptial child)
 - 23.1.8.4 Parent (includes foster parent and legal guardian)
 - 23.1.8.5 Grandparent
 - 23.1.8.6 Grandchild
 - 23.1.8.7 Sibling
 - 23.1.8.8 Or a child, parent, grandparent, grandchild or sibling of the employee's spouse, former spouse or de facto partner or former de facto partner
- 23.1.9 Other relative means a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent-in-law, uncle or aunt other than those in the employees household.
- 23.1.10 Relative who is a member of the same household and related by blood, marriage or affinity
- 23.1.11 Affinity – means a relationship that one spouse because of marriage has to blood relatives or the other
- 23.1.12 Household – means a family group living in the same domestic dwelling.

23.2 **Compassionate Leave**

- 23.2.1 All employees, other than casual employees are entitled to paid compassionate leave.
- 23.2.2 Casual employees are entitled to unpaid compassionate leave.
- 23.2.3 Compassionate leave is available when an immediate household or family member
 - 23.2.3.1 sustains an injury or contracts or develops a personal illness that poses a serious threat to their life, or
 - 23.2.3.2 Dies
- 23.2.4 The entitlement to paid compassionate leave is 2 days per occasion.
- 23.2.5 The entitlement to unpaid compassionate leave is 2 days per occasion.
- 23.2.6 In addition, an employee upon the death of an 'other' relative shall be granted leave without loss of pay, as required by the employee on any one occasion not exceeding 1 (one) day. This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- 23.2.7 Application for an extension of compassionate leave must be made to the supervisor, will require approval from the Chief Executive Officer and will not be unreasonably refused.

23.3 **Notice and Evidence**

- 23.3.1 When taking personal leave (including carer's and compassionate), an employee must let their supervisor know as soon as practicable. Norco understand this may occur after the commencement of shift.
- 23.3.2 The employee must also advise the period of leave or expected period of leave.
- 23.3.3 The company is entitled to ask for evidence that would substantiate the reason for the leave. The employee is not entitled to leave if the employee does not provide:
 - 23.3.3.1 Notice (as soon as practicable), and
 - 23.3.3.2 Evidence (when requested) that would satisfy a reasonable person
- 23.3.4 The company will ask for a certificate from a duly certified practitioner for an absence of 2 days or more.

- 23.4 An employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation, provided however, that the company shall pay to such an employee, if the employee so requests, and who has sick leave entitlement under this clause, the difference between the amount received as workers' compensation and full pay. If the company pays such difference the employee's personal leave entitlement under this clause shall, for each week during which such difference is paid be reduced by that proportion of 38 hours which the difference paid, bears to full pay.

23.5 **Payment for personal/carer's and compassionate leave**

- 23.5.1 During a period of paid personal/carer's or compassionate leave the employee will be paid for each hour of absence at the base rate for the ordinary hours that they would have worked during the period of leave.

24. FLOOD AND NATURAL DISASTER LEAVE

- 24.1 When the site is isolated or control of the site is transferred to a third party by reason of flood, fire, natural disaster or emergency an employee who is unable to attend for duty during their ordinary working hours will be paid up to 3 days by the Company.
- 24.2 This provision is not applicable to casual or labour hire employees.
- 24.3 An employee, in continuous service with the company, who is unable to attend for duty during his/her ordinary working hours by reason of flood or natural disaster cutting of access from the residence to the workplace, may request annual leave or RDO for the non attendance period.

25. PAYMENT OF WAGES

- 25.1 All wages employees shall be paid weekly in the company's time, no later than Friday of each week; provided however, that the pay period specified herein may be varied at any time by agreement between the employee (and if requested by the employee, their representative) and the company, but at no time will the company hold more than 2 days in hand.
- 25.2 The company may elect to pay the employee by cheque, direct deposit to personal account by electronic funds transfer or cash.
- 25.3 For each paid day absence, an employee shall be deemed to have worked such number of ordinary hours as they would have if the day had been worked.

26. ACCOMMODATION

- 26.1 The company shall provide and maintain in a satisfactory condition, for the use of employees:
- 26.1.1 A changing room containing hot and cold showers;
 - 26.1.2 Adequate lockers fitted with lock and key;
 - 26.1.3 Where females are employed a rest room with suitable resting facilities for their use;
 - 26.1.4 An area where breast-feeding mothers can express milk if required.
 - 26.1.5 Facilities for boiling water for meals and at rest pauses (unless boiling water is supplied by the company);
 - 26.1.6 Where so requested by ten or more employees, who regularly use bicycles for transport to and from their employment, a suitable structure for storing bicycles with protection from sun and rain.
- 26.2 The company, with the cooperation of the employees, shall cause all accommodation to be kept in a clean and sanitary condition.
- 26.3 The change room, washing and toilet areas for females shall be separate from that of males.

27. PARENTAL LEAVE

- 27.1 Parental leave will be in accordance with the Fair Work Act and National Employment Standards.
- 27.2 An employee, including a casual who has been employed regularly, with at least 12 months continuous service will be entitled to up to 12 months unpaid parental leave associated with the birth or adoption of a child for whom the employee has caring responsibilities. Employees can also request an additional 12 months of unpaid leave.
- 27.3 Employees may take paid leave entitlements as outlined below in conjunction with unpaid parental leave.
- 27.4 In addition, an employee may take a period of unpaid special maternity leave if the employee experiences pregnancy related illness or for such other reasons specified in the Fair Work Act.
- 27.5 Paid Maternity Leave (Available to expectant female employees)
- 27.5.1 The company will pay a Maternity Leave allowance of 3 weeks (applicable wage classification rates excluding allowances) at the start of the period of maternity leave. An additional payment of 3 weeks (applicable wage classification rates excluding allowances) shall be paid as a lump sum 3 months after the employee's return to work at the current rate of pay applicable to the position held and hours worked prior to going on leave. This leave payment is included within her entitlement to up to 52 weeks' maternity leave, that is, it does not increase the total period of leave available.
- 27.5.2 The company will continue to provide the paid scheme outlined above in addition to any scheme introduced by legislation where the scheme is funded by the government.
- 27.5.3 Where a scheme is introduced by legislation that must be funded by the company, the company reserves the right to review the above paid scheme.
- 27.6 Notice Period
- 27.6.1 Employees wishing to take parental leave associated with birth or adoption or paid maternity leave must provide the following notice.
- 27.6.1.1 The employee must give at least 10 weeks' written notice of the intention to take the leave, if practicable.
- 27.6.1.2 The notice should set out the dates on which the employee intends to start and end the leave.
- 27.6.1.3 The employee must provide evidence to support the leave application.
- 27.6.1.4 The employee must, if practicable, confirm with the company the intended dates that leave will commence or let the employer know of any changes 4 weeks before the intended date on which the leave will start.

28. UNPAID LEAVE

- 28.1 Full time employees may apply for unpaid leave for any purpose provided that they may not seek or be engaged in employment during an unpaid leave period.
- 28.2 Unpaid leave may be granted in situations where the employee is required to take extended time off work to cope with a personal or family matter. The company may require evidence of the reason for the leave.
- 28.3 If granted, employees proceeding on unpaid leave may elect to have their leave accruals frozen until their return to work; or they may elect to have annual or long service leave accruals paid out on the commencement of the unpaid leave.
- 28.4 Application for unpaid leave must be made to the relevant supervisor and will require approval from the Chief Executive Officer.

29. INDIVIDUAL FLEXIBILITY AGREEMENT

- 29.1 Notwithstanding any other provision of this Agreement, Norco and an individual Employee may agree to vary the effect of certain terms of this Agreement to meet the genuine individual needs of Norco and the individual Employee (Individual Flexibility Agreement).
- 29.2 The terms of this Agreement that Norco and the individual Employee may agree to vary the effect of are:
- 29.2.1 Arrangements about when work is performed
 - 29.2.2 Overtime rates
 - 29.2.3 Penalty rates
 - 29.2.4 Allowances
 - 29.2.5 Leave loading
- 29.3 The Individual Flexibility Agreement between Norco and the individual Employee must:
- 29.3.1 Be confined to a variation of the effect of one or more of the terms listed in this clause;
 - 29.3.2 State each term of this Agreement that Norco and the individual Employee have agreed to vary the effect of;
 - 29.3.3 Detail how the effect of each term has been varied by agreement between Norco and the individual Employee;
 - 29.3.4 Not disadvantage the individual Employee in relation to the individual Employee's terms and conditions of employment;
 - 29.3.5 Require the Employer to ensure that any Individual Flexibility Agreement must be about matters that would be permitted matters if the arrangement were an enterprise agreement;
 - 29.3.6 Require Norco to ensure that an Individual Flexibility Agreement must not include a term that would be an unlawful term if the arrangement were an enterprise agreement;
 - 29.3.7 Require Norco to ensure that any Individual Flexibility Agreement agreed to must result in the Employee being better off overall than the Employee would have been if no Individual Flexibility Agreement were agreed to;
 - 29.3.8 Genuinely be made without coercion or duress;
 - 29.3.9 Be in writing, name the parties to the Individual Flexibility Agreement and be signed by Norco and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - 29.3.10 Require Norco to give the individual Employee a copy of the Individual Flexibility Agreement within 14 days after it is agreed to, and keep the Individual Flexibility Agreement;
 - 29.3.11 Require Norco to ensure that any Individual Flexibility Agreement must be able to be terminated by Norco or the individual Employee giving 28 days' notice of termination in writing, to the other party, or at any time by agreement in writing by Norco and the individual Employee; and
 - 29.3.12 State the date the Individual Flexibility Agreement commences to operate.

30. REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

- 30.1 In accordance with the Fair Work Act 2009, employees will be entitled to request a change in working arrangements to meet their family arrangements. An eligible employee will be one who:
- is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - is a carer (as defined under the Carers Recognition Act 2010);
 - has a disability;
 - is 55 or older;
 - is experiencing violence from a member of the employee's family; or
 - provides care or support to a member of the employee's immediate family or household, who requires care or support because the member is experiencing violence from the member's family.
- 30.2 The employee's request for flexible working arrangements must be in writing and set out the change sought and reasons for the change.

31. COMMUNITY SERVICE LEAVE

- 31.1 Employees who engage in an eligible community service activity will be entitled to unpaid leave of absence for the period in which the employee engages in the activity.
- 31.2 The entitlement applies to employees who are required to perform jury service or employees who perform voluntary emergency management activity.
- 31.3 To claim leave for a voluntary emergency management activity, the employee must be a member of, or be associated with, a recognised emergency management body.

32. JURY SERVICE

- 32.1 Employees attending for jury duty will be paid for ordinary hours foregone.
- 32.2 The Company will reimburse the employee for the difference between the contract payment received from the Sheriff's Office and ordinary weekly pay for the time in attendance at the jury service.
- 32.3 Employees must notify their supervisor as soon as they are called to attend jury service and provide a copy of the notification from the Sheriff's Office to Human Resources.
- 32.4 Travelling expenses paid whilst attending for jury duty can be retained by the employee.

33. BLOOD DONOR LEAVE

33.1 Permanent employees may apply for blood donors leave.

33.2 This leave is provided as follows:

33.2.1 The employee must attend the blood bank outside of their rostered working hours and ask for written evidence of their visit to provide to the Line Manager.

33.2.2 The employee will be provided with 1 hour ordinary pay in the pay week following provision of evidence of donation.

33.2.3 An employee may receive up to 4 hours blood donor leave each calendar year.

34. DOMESTIC AND FAMILY VIOLENCE LEAVE

34.1 General Principle

Norco recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, Norco is committed to providing support to staff that experience domestic violence.

34.2 Definition of Domestic Violence

Family and domestic violence is conduct that is violent, threatening, coercive, controlling or intended to cause the family or household member to be fearful.

It can include physical, sexual, financial, verbal or emotional abuse by *an immediate family or household member*.

34.3 General Measures

- (a) Proof of domestic violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (b) All personal information concerning domestic violence will be kept confidential in line with Norco Policy and relevant legislation. Whilst information regarding incidents of domestic violence are highly sensitive, information regarding leave taken will need to be retained on the employee's personnel file. Further, confidentiality of relevant information cannot be absolutely guaranteed in all circumstances, and information may be required to be disclosed for appropriate reasons, such as to ensure the safety of the directly affected worker or others.

34.4 Leave

- (a) An employee experiencing domestic violence will have access to domestic violence leave in accordance with the Fair Work Act.

This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day. Unless circumstances arise where it is not reasonably practicable for an employee to obtain prior approval, before leave is taken, prior approval should be obtained.

- (b) An employee who supports an immediate family member or member of their household experiencing domestic violence may take carer's leave to accompany them to court, to hospital, or to mind children.

34.5 Individual Support

- (a) In order to provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, Norco will consider any reasonable request from an employee experiencing domestic violence for:
 - i. changes to their span of hours or pattern or hours and/or shift patterns;
 - ii. job redesign or changes to duties;
 - iii. relocation to suitable employment within Norco
 - iv. a change to their telephone number or email address to avoid harassing contact;
 - v. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An employee experiencing domestic violence may be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP should include professionals trained specifically in domestic violence.

35. SUPERANNUATION

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

Norco Superannuation Fund

Meat Industries Employees Superannuation Fund

Australian Super

any other complying fund

Each fund is an eligible choice fund and offers a mySuper product.

The percentage is as per statutory requirements.

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

35.3 In addition to the SGA contributions the company shall pay an additional 1.75 % each year to each employee's Superannuation Fund.

36. SALARY SACRIFICE FOR SUPERANNUATION

36.1 Objectives of Clause

36.1.1 This Clause provides the mechanism whereby an employee can request an alternative system for the payment of a part of their wages. It is intended that this will benefit employees without imposing additional costs on the Company. The program is voluntary.

36.2 Flexible Remuneration

36.2.1 An employee may participate in a salary sacrifice program in relation to superannuation contributions into the fund nominated by the employee into which the Company is required to make contributions in accordance with the Superannuation Guarantee (Administration) Act 1992.

36.2.2 The employee may request to receive wages payable in accordance with this Agreement minus an amount diverted into additional superannuation contributions under this program.

36.2.3 Any request to participate in the program shall be in a form approved by the Company.

36.2.4 An employee who takes any paid leave shall receive the ordinary wages payable after deductions made under this clause in lieu of salary and wages and other amounts payable under this Agreement.

36.2.5 Any other agreement payment (including overtime, annual leave loading and termination payments) will be calculated as if the contribution in 35.2.2 had not been deducted from the wages.

36.2.6 Where an employee has authorised the making of salary sacrifice, the employer is required to calculate and pay the compulsory superannuation contribution based upon the employee's gross weekly wages inclusive of the component of wages that has been authorised as salary sacrifice.

36.2.7 Each employee participating in the program under this Clause shall receive written confirmation of relevant information, including the post arrangement gross wage rates, net wage rates and any other payment that may be affected by the arrangement.

36.2.8 Written confirmation as specified in sub-clause 35.2.6 above shall be provided again whenever the employee's wage rates change.

36.3 No Disadvantage

36.3.1 After taking into account the deductions made pursuant to sub-clause 35.5 Contributions, an employee shall not receive less than the wage rate specified in this Agreement.

36.4 Changes to Flexible Remuneration

36.4.1 The Company may change benefits under the program if required to do so by changes to State or Federal legislation.

36.5 Contributions

36.5.1 All employee contributions under this clause are to be made in multiples of 2.5% of the employee's ordinary rate of pay.

36.5.2 An employee may choose to vary the amount of their contribution at 6 monthly intervals.

37. DISPUTE SETTLEMENT PROCEDURE

- 37.1 A procedure for the avoidance of industrial disputes shall apply in establishments covered by this Agreement.
- 37.2 The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.
- 37.3 A group of employees, or an individual employee, with any problem, complaint, query, misunderstanding or grievance in relation to any matter arising under this Agreement or in relation to the National Employment Standards, shall first raise the matter with the Supervisor of the work area. The Supervisor will respond within 24 hours.
- 37.4 In the event that the matter remains unresolved, the employees shall then refer the matter to the Manager of the work area who will attempt to resolve the matter. The employee may request that the Union Delegate attend the meeting with the Manager. The Manager will make every effort to respond within 24 hours.
- 37.5 In the event of failure to resolve the matter at job level, discussions will take place between the employee and a Senior Manager on the site. The employee may request that the Union Organiser attend.
- 37.6 If the matter is still unresolved, the employee will confer with Senior Management of the company. The employee may request that the Union Secretary or his/her representative attend.
- 37.7 In the event of no agreement still being reached, the dispute will be referred to the Fair Work Commission (FWC) for conciliation and /or arbitration.
- 37.8 The Fair Work Commission may deal with the dispute in 2 stages
- 37.8.1 The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
- 37.8.2 If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
- 37.8.2.1 Arbitrate the dispute, and
- 37.8.2.2 Make a determination that is binding on the parties.,
- 37.9 While the parties are trying to resolve the dispute using the procedures in this term:
- 37.9.1 During the discussions, the "status quo" shall remain and work shall proceed normally in accordance with the Agreement and without stoppage or the imposition of any ban, limitation or restriction. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- 37.9.2 An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- 37.9.3 An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
- 37.9.3.1 The work is not safe; or
- 37.9.3.2 Applicable occupational health and safety legislation would not permit the work to be performed; or
- 37.9.3.3 The work is not appropriate for the employee to perform; or
- 37.9.3.4 There are other reasonable grounds for the employee to refuse to comply with the direction.
- 37.10 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

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- 37.11 It is noted that the Parties would expect genuine safety issues to be resolved as a matter of urgency and that unsafe work obviously would not proceed.
- 37.12 To avoid doubt, an employee is permitted to have representation at any stage of the above dispute settlement procedure (whether it be by the unions or another chosen representative).

38. DISCIPLINARY PROCEDURE

38.1 General Policy

38.1.1 Disciplinary procedures are directed towards ensuring all employees comply with company policies and expectations. They are designed to correct and/or improve employee behaviour to achieve a high quality, safe and efficient work environment.

38.1.2 Employees may be disciplined through the following methods:

38.1.2.1 Informal Counselling

38.1.2.2 Formal Counselling

38.1.2.3 Formal Warning

38.1.2.4 Final Written Warning

38.1.2.5 Termination

38.1.3 The individual circumstances of each case will determine the level of discipline required.

38.1.4 Warnings will be considered to have lapsed after one year unless agreed otherwise by the industrial parties.

38.2 Application

38.2.1 The disciplinary procedures should be applied:

38.2.1.1 Promptly - with a minimum of delay

38.2.1.2 Consistently - regardless of who is involved

38.2.1.3 Objectively - focusing on the behaviour, not the employee.

38.3 Procedural Fairness

38.3.1 At any stage beyond informal counselling during the disciplinary process, the employee may request to be accompanied by the representative of their choice.

38.4 Administration

38.4.1 The responsibility for the administration of the disciplinary procedure belongs with an employee's immediate manager. This requires managers to clearly understand company rules and requirements and to inform their employees of these rules and requirements.

38.4.2 Diary notes will be made of any informal counselling where practicable. All formal written disciplinary records will be forwarded to the Human Resources Team department for filing on employee personnel files. Employees may, on request, be given access to these files.

38.5 Disciplinary Process

38.5.1 Informal Counselling

38.5.1.1 This step should be most frequently used to outline relevant Company rules and requirements and identify training needs to assist to correct employees' misinterpretation or unacceptable behaviour. The same or similar conduct by the employee could progress to formal counselling.

38.5.2 Formal Counselling

38.5.2.1 This step requires a detailed discussion of an employee's inappropriate conduct and how the conduct is contrary to the relevant Company rules and requirements, any underlying reasons for the conduct and commitment to correct and/or improve the area of concern.

38.5.3 Formal Written Warning

- 38.5.3.1 Where any employee continues with inappropriate conduct after the formal counselling level, or engages in misconduct of a minor nature, the manager responsible should investigate the matter through the proper process and establish the reason, issue a formal warning and advise the employee that it will be recorded on to their file.
- 38.5.3.2 Formal Counselling and Formal Written Warnings will be documented and contain the following:
- a. What is required of the employee
 - b. Where and how the employees conduct does not comply with the relevant Company rules or policy.
 - c. What is to be done by the employee to meet Company rules and policy and appropriate steps which may assist the employee.
 - d. The likely results of failure to meet Company Rules or requirements.
 - e. A date to review the employee's conduct. All counselling/warnings to be reviewed at 1, 6 and 11 months. The outcome of the review will be documented and provided to the employee.
 - f. The duration of the warning will remain effective (12 months). At the 12 month review, the Company will outline in writing the expectation required of the employee to ensure that there is not confusion in the future.
 - g. A copy of the counselling/warning should be given to the employee and when requested their representative.

38.5.4 Final Written Warning

- 38.5.4.1 Where any employee fails to met Company rules and requirements after normal warning or engages in misconduct of a more serious nature the manager responsible should issue a final warning following an investigation through the agreed process.
- 38.5.4.2 Final written warning is the last step before termination of employment and should contain the following information:
- a. A statement that the letter is written advice of a final warning
 - b. Definition of the inappropriate conduct by the employee with reference to relevant Company rules and requirements.
 - c. A detailed chronological summary of relevant disciplinary procedure to date.
 - d. Specific change required in the employee's conduct a statement that failure to achieve the required change could lead to dismissal.
 - e. Dates for review of the employees' conduct. The outcome of the review will be documented and provided to employee.
 - f. The duration for which this warning will remain effective (12 months).
 - g. At the 12 month review, the Company will outline in writing the expectation required of the employee to ensure that there is no confusion in the future.

38.5.5 Termination

38.5.5.1 Where an employee fails to meet the requirements clearly stated in the written advice of the final warning or engages in serious misconduct the employee may be terminated. Prior to the termination a full investigation will be conducted through the agreed process.

38.5.5.2 Upon termination, an employee will be given written advice of the reason for dismissal, the nature of the dismissal as either summary or with due notice.

38.6 Investigation Process

38.6.1 The employee may request that a representative of their choice be present. If so, the representative and the individual will be advised of the facts of the matter being investigated. The representative and the individual will be allowed time to discuss the issue prior to further discussion with management.

38.6.2 Any record of the meeting must be agreed by the employee, the individual and Site Senior Management. Any disagreed matter should be recorded separately.

38.6.3 If a result of the initial investigation an employee is to be suspended or terminated, a letter outlining the reason for suspension or termination will be given to the employee if the employee has elected to involve the employee representative may request that the company send a copy the letter to the employee representative.

38.6.4 If the employee has requested that their employee representative be involved, their representative will respond within 48 hours (where possible) to set a meeting date to review the matter.

38.6.5 In accordance with the Disputes Procedure the "status quo" will remain during the investigation process and termination will not take place. This does not affect the company's right to suspend the employee during the investigation period. If the matter is still in dispute following the review it is open to either of the parties to notify the Fair Work Commission.

38.7 Process for discussions with Witnesses:

38.7.1 The witness may request that an employee representative be present. If so, the employee representative and the witness will be advised of the facts of the matter being investigated.

38.7.2 If the witness has requested the involvement of their representative, their representative will be allowed time to advise the witness of their rights and answer any questions they may have prior to further discussions with management.

38.7.3 The witness and Site Senior Management must agree any record of the meeting. Any disagreed matters should be recorded separately.

39. CONSULTATION ON CHANGES

- 39.1 This term applies if:
- 39.1.1 The employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - 39.1.2 The change is likely to have a significant effect on employees of the enterprise.
- 39.2 This term also applies to changes to an employee's regular roster or ordinary hours of work.
- 39.3 The employer must notify the relevant employees of the decision to introduce the major change and the unions party to this Agreement.
- 39.4 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 39.5 If:
- 39.5.1 A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 39.5.2 The employee or employees advise the employer of the identity of the representative;
 - 39.5.3 The employer must recognise the representative.
- 39.6 As soon as practicable after making its decision, the employer must:
- 39.6.1 Discuss with the relevant employees:
 - 39.6.1.1 The introduction of the change; and
 - a. The effect the change is likely to have on the employees; and
 - b. Measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - c. 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.
- 39.7 In relation to a change to an employee's regular roster or ordinary hours of work, Norco must provide information about and discuss with the employees affected, and if applicable, any appointed representatives:
- 39.7.1 the introduction of the changes;
 - 39.7.2 the effects such changes are likely to have on employees;
 - 39.7.3 invite the employees (and any representative) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - 39.7.4 consider any views given by the employees (and any representative) about the impact of the change.
- 39.8 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

-
- 39.9 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 39.10 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 39.2, 39.3 and 39.5 are taken not to apply.
- 39.11 In this term, a major change is likely to have a significant effect on employees if it results in:
- 39.11.1 The termination of the employment of employees; or
 - 39.11.2 Major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 39.11.3 The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 39.11.4 Changes to regular rosters and ordinary working hours; or
 - 39.11.5 The need to retrain employees; or
 - 39.11.6 The need to relocate employees to another workplace; or
 - 39.11.7 The restructuring of jobs.
- 39.12 In this term, relevant employees mean the employees who may be affected by the major change.

40. REDUNDANCY

- 40.1 Where the company has made a decision that it no longer requires the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to the termination of employment, the company will hold discussions with its employees directly affected and if those employees request with the employees representative.
- 40.2 The discussions will take place as soon as is practicable after the employer has made a definite decision, which will invoke the provisions of paragraph 39.1. The company shall provide reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse affects of any terminations on the employees concerned. Outplacement services will be offered.
- 40.3 The parties agree that there is a positive obligation upon an employee not to reasonably refuse to accept transfer, reclassification, relocation and the obligation to retrain in the interest of continuing employment.
- 40.4 For the purposes of the discussion the company will, as soon as practicable after making a decision but before any terminations, provide in writing to the employees concerned, and if the employees request their representative, relevant information about the proposed terminations including: the reasons for the proposed terminations, the number and the categories of employees likely to be affected, and the number of workers normally employed and the period over which, or the time when the terminations are likely to be carried out. Provided that the company will not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interest.
- 40.5 A redundant employee will receive the benefits of the Redundancy Agreement (as set out in clause 39.7) if they remain gainfully employed until the date of termination advised by the company and if their employment does not terminate on or prior to the advised termination date due to misconduct, , prolonged absenteeism, neglect or refusal of duty, or voluntary resignation by the employee for any reason.
- 40.6 "A week's pay" in the Redundancy Agreement means the Agreement ordinary time rate of pay for the employee concerned excluding overtime, shiftwork and other payments and allowances.
- 40.7 The Redundancy Agreement provides benefits as follows:
- 40.7.1 4 weeks notice or pay in lieu if notice is not given provided that employment may be terminated by part of the period of notice and part payment in lieu thereof
 - 40.7.2 Severance payment based on 3 weeks pay for each completed year of service or part thereof in excess of 6 months after 12 months continuous service provided the maximum payment will not exceed 56 weeks pay. Norco provides that where employees have been engaged for at least one year but less than one and a half years, they will receive a severance payment of 4 weeks pay.
 - 40.7.3 Payment of unused sick leave entitlements.
 - 40.7.4 Long Service Leave payments in accordance with the provisions of the Long Service Leave Act of NSW 1955.
- 40.8 Past redundant employees of the company who are seeking re-employment within the company must meet the following conditions;
- 40.8.1 In the case of a forced redundancy-
 - 40.8.1.1 Norco considers them the most suitable applicant.
 - 40.8.1.2 All selection criteria are met.
 - 40.8.1.3 Selection criteria based on new job requirements and past performance.
 - 40.8.2 In the case of employees who previously declined an offer of reasonable alternative employment, transfer, relocation, reclassification or retraining in the

interests of continued employment within the company, the following additional condition:

40.8.2.1 12 months separation has occurred.

40.8.3 Re-hired employees will not be provided with any superannuation buy back facilities and will not have prior service recognised. That is, their period of continuous employment will commence from the date of their re-hire.

40.9 Transmission of Business

40.9.1 Where Norco's business is transmitted to another employer ("the transmittee"), Norco ("the transmitter") shall not be required to pay the severance benefits provided in clause 39.7, where the transmittee has offered employment:

40.9.1.1 In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and

40.9.1.2 Which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

40.9.2 **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

40.9.3 **Business** includes trade, process, business or occupation and includes part of any such business.

40.9.4 In the event a transmission is to occur the company shall facilitate a meeting of the parties to discuss the payment of employee entitlements into an independent trust fund agreed by the parties.

40.9.5 Any dispute in relation to this clause shall be deal with using Clause 37 Dispute Settlement Procedure.

41. INCOME PROTECTION INSURANCE

- 41.1 All permanent employees, to whom this Agreement applies, shall be covered by a 24 hour 7 day a week worldwide Sickness and Accident Income Protection Plan.
- 41.2 Effective date of the Sickness and Accident Income Protection Plan is the date of signing of this Agreement.
- 41.3 The company shall pay the premium, to the provider on behalf of the employees.
- 41.4 At all times the liability of the company will be limited to the terms, conditions and exclusions of the policy and to any determination made by the relevant insurer – for the life of this Agreement – U-Cover Pty Ltd or a reasonable replacement.
- 41.5 As the benefits of the Sickness and Accident Income Protection Plan vary from time to time, employees are advised to refer to the latest information pack available from either U-Cover Pty Ltd or a reasonable replacement, or the Human Resources Team.

42. NO EXTRA CLAIMS

- 42.1 The parties agree that they will not, for the duration of this Agreement, pursue any extra claims for changes in relation to any matter.

43. WORK HEALTH AND SAFETY

- 43.1 The parties to this Agreement are committed to ensuring that work health and safety (WHS) obligations are adhered to at all times and that all safety related documentation such as safe work operating procedures and other WHS policies are continually reviewed and updated to remain compliant with WHS Legislation. As part of this commitment the Company will maintain an effective WH&S Committee with HSR's following legislative requirements.

44. SHOW DAY TICKETS

- 44.1 The company shall offer a family pass to permanent employees and casual employees who have 12 months service as at 1 October in the relevant year and an average of at least 20 hours work per week, during that year to the North Coast National Show.
- 44.2 If the Show day is proclaimed and observed as a public holiday, then the Show tickets will not be offered.

45. APPRENTICESHIPS AND TRAINEESHIPS

- 45.1 Parties to this Agreement are committed to working together in a process to achieve an efficient well-trained workforce.
- 45.2 The parties to this Agreement are committed to managing and monitoring this process.
- 45.3 This commitment by the parties includes expanding the level of transportable formal qualifications and training.
- 45.4 To help facilitate this process, recruits and existing employees may be able to enter into formal apprenticeships and traineeships.
- 45.5 An existing employee will not be forced or coerced into signing a traineeship. Participation in a traineeship shall be voluntary.
- 45.6 Participation in an apprenticeship or traineeship may, at the company's discretion, be a condition of engagement for new employees.
- 45.7 The company is committed to ensuring that employees are not disadvantaged in any way and will retain as a minimum their current conditions of employment when they enter into an apprenticeship or traineeship which relates to their current classification.
- 45.8 Existing employees who participate in an apprenticeship or traineeship will be remunerated at not less than 100 percent (100%) of the rate appropriate to their classification prior to commencement.

46. UNION MATTERS

46.1 Engagement of Labour Hire Employees

- 46.1.1 To meet production requirements from time to time the company may require a pool of casual labour employed by a labour hire company
- 46.1.2 Labour hire staff will only be employed to cover absenteeism, unplanned work requirements, peak workloads (not including seasonal sustained peaks) and special projects.
- 46.1.3 The company shall directly employ maintenance employees to carry out the routine maintenance work associated with the efficient running of the company's production operations. Contractor/labour hire shall only be hired for absenteeism, long service leave, special projects and peak workloads at conditions no less advantageous than apply to Norco employees.
- 46.1.4 The wages, term and conditions paid to employees of the labour hire company shall be no less than those contained in this Agreement excluding income protection insurance. The wage rate increase for labour hire workers is effective from the date of employee approval of the Agreement.
- 46.1.5 The parties to this Agreement will work towards minimising the use of casuals and labour hire, as far as is practicable.

Trade Union Training Leave and Union Recognition

46.2 Trade Union Recognition and Training

- 46.2.1 During the life of the Agreement, the Company will:
- 46.2.2 Continue to recognise duly accredited union delegates at the enterprise upon notification by the Union to which the employee belongs.
- 46.2.3 Allow union delegates paid time during work hours to attend to any matters affecting the employees they represent.
- 46.2.4 Provide an adequate and private meeting place and access to current modern office facilities including one company provided email address, phone and copying facilities.
- 46.2.5 Provide a designated notice board for the display of union material.
- 46.2.6 Continue to introduce new employees to delegates as part of the induction process, provide membership application forms and facilitate weekly payroll deductions for union fees.

46.3 Union representatives shall be allowed paid time for the purposes of:

- 46.3.1 Attending hearings at Industrial Tribunals
- 46.3.2 Attending monthly site Delegates Committee meetings
- 46.3.3 Attending meetings to perform elected roles as specified under the Rules of the relevant union (e.g.) State Council, Regional Council or Committee of Management meetings.

47. CONSULTATIVE COMMITTEE

- 47.1 Both parties recognise that there are advantages in the formation of a site Consultative committee comprising all elected delegates.
- 47.2 Provision will be made for the Consultative committee to hold quarterly meetings on company premises during working hours without loss of pay. Meetings may be called earlier if either party believes it is needed.
- 47.3 Organisation and notification of meetings will be the responsibility of site delegates.
- 47.4 Officials of the Union are invited to attend committee meetings.
- 47.5 This forum may discuss issues including:-
 - 47.5.1 Future plans including product development,
 - 47.5.2 Introduction of major capital works,
 - 47.5.3 Introduction of new technology, machines, associated layout, training, job numbers and skill requirements,
 - 47.5.4 Training,
 - 47.5.5 Affirmative action/Equal opportunity,
 - 47.5.6 Management's practices and organisational change,
 - 47.5.7 Industrial issues and industrial disputes, provided that the industrial disputes should be addressed via the first step of the Disputes Settlement Procedure prior to being discussed in this forum,
 - 47.5.8 Work Health and Safety issues. While not distracting from the functions of the WH & S Committee, the Consultative Committee may discuss current WH & S issues. If an issue has not been before the committee it will be referred back to an WH & S committee member.
 - 47.5.9 Any other matter raised by union or management, which may impact on the union membership.
- 47.6 Employee Development
 - 47.6.1 The Consultative Committee will work with the company in the development of a training program designed to meet the company's predicted and planned training needs for employees covered by this Agreement. The company's objective is that all skills acquired, wherever possible, will be accredited and transferable.
 - 47.6.2 The Consultative Committee will monitor the implementation of the plan including the application and selection process
 - 47.6.3 The Consultative Committee will be involved in regular reviews of staffing levels and training plans.
- 47.7 Any agreements, including production Agreements entered into and signed by the Consultative Committee, the Company and the Unions shall be binding on all parties. Provided that no Agreement 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 shall not contain matters which are prohibited by the Act from being contained in a Enterprise Agreement.

48. TRADE UNION TRAINING LEAVE

- 48.1 Duly accredited representatives of the union shall upon written application to the employer be granted 8 days per annum, non-cumulative, of accredited paid leave to attend courses conducted by the union. Wherever possible taking of such leave shall be arranged to minimise any adverse affect on the Company.
- 48.1.1 Applications for leave must be given to the employer at least 4 weeks in advance or a shorter period by agreement of the date of commencement of the course. The application shall contain the following:
- 48.1.1.1 Name of employee and relevant unions;
 - 48.1.1.2 Period of time for which leave is sought;
 - 48.1.1.3 Title, general description and structure of course;
 - 48.1.1.4 Location
- 48.1.2 The employer shall advise the union within 2 weeks of receiving the application whether or not the leave has been approved. Leave shall not be unreasonably withheld.
- 48.1.3 The employer shall not be liable for incurring any additional expenses associated with the employee's attendance at such training.
- 48.1.4 For the purpose of this clause, paid leave earnings are defined as the relevant Agreement classification rate including supplementary payments, shift loadings and any other over Agreement payment.
- 48.1.5 Should the employer request proof of attendance at such courses, employees shall provide such proof within 14 days.
- 48.1.6 Should any employee not attend a course due to illness, the employee shall receive payments in accordance with sick leave provisions provided under this Agreement.
- 48.1.7 For the purpose of this clause, all leave shall be counted as service.
- 48.1.8 Any dispute as to the operation of this clause shall be dealt with via the Disputes Settlement Procedure.

49. RIGHT OF ENTRY

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

Appendix A - PRODUCTION GROUP CLASSIFICATION STRUCTURE

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

(i) Skills Matrix

Implementation of a points based grading system shall be in accordance with the 'Implementation Arrangements' as agreed between the parties to this Agreement. The nature of industry advancements in technologies lead to constant change and improvements, it is therefore agreed that the skills matrix and associated career progression will be the subject of constant review and as necessary, adjustment. It is agreed that the Implementation Arrangements may be adjusted from time to time with consultation between the bargaining committee. Initially, the first 6 months of this Agreement and then annual review will take place on these arrangements.

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

Grade	Minimum Total Points	Skill Points Minimum	Skill Points Maximum*	Qualification Points Minimum	Qualification Points Maximum*
8	132	102	108	30	36
7	111	87	95	23	30
6	75	55	68	17	23
5	56	40	50	9	17
4	25	25	0		9
3	9	9	0	-	-
2	6	6	0	-	-
1	0	0	0	-	-

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

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

(ii) Maintaining Skills & Competencies and Providing Opportunities for Advancement

The Company is committed to maintaining the skills and competencies of all employees. It will ensure all employees are provided with access to training to maintain their skills and competencies. The Company recognises this is not only required for equity reasons, but also as a measure to ensure the workplace remains safe. The transfer won't result in a loss of pay nor disadvantaged, but a refusal to undertake future training or to pass that training may.

Employees are responsible to keep qualifications current, loss of qualifications could lead to loss of Grade.

Where any skill classified jobs are no longer required by the business, points shall remain in credit, no loss of Grade will occur, points will be absorbed on acquiring new skills.

Any disputes arising from the implementation of the grading system shall be dealt with using Clause 37 Dispute Settlement Procedure.

Appendix B - MAINTENANCE GROUP CLASSIFICATION STRUCTURE

Note - Classification structure set out below will be subject to alteration in line with the provisions of clause 39 - Consultation on Changes.

1. **Maintenance Employee 1** is an employee who has committed to an engineering certificate II or equivalent training so as to enable them to perform work within the scope of this level. An employee at this level performs work above and beyond the skills of an employee at Production Employee 3 and to the level of their training:

- a. Works from complex instructions and procedures;
- b. Assists in the provision of on-the-job training to a limited degree;
- c. Coordinates work in a team environment or works individually under general supervision;
- d. Is responsible for assuring the quality of their own work.

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

Boiler attendant;

Uses precision measuring instruments;

Machine setting, loading and operation;

Rigging (certified);

Inventory and store control including

Licences for the operation of all appropriate materials handling equipment;

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

Computer operation at a level higher than that of a Production Employee 3;

Intermediate keyboard skills;

Basic engineering and fault finding skills;

Performs basic quality checks on the work of others;

Licensed and certified for forklift, engine driving and crane driving operations to a level higher than Production employee 3;

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

Lubrication or production machinery equipment;

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

2. **Maintenance Employee 2** is an employee who holds a Trade Certificate or tradespersons rights certificate as a Mechanical, Fabrication or Electrical Tradesperson and is able to exercise the skills and knowledge of that trade.

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

- a. Understands and applies of quality control techniques;
- b. Exercises good interpersonal and communication skills;
- c. Exercise keyboard skills at a higher level than Maintenance Employee 1;
- d. Exercises discretion within the scope of this grade;
- e. Performs work under limited supervision either individually or in a team environment;
- f. Operate non-trade tasks incidental to their work;
- g. Performs non-trade tasks incidental to their work;

-
- h. Performs work, which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
- i. Able to inspect products and/or materials for conformity with established operational standards.
3. **Maintenance Employee 3** is a Mechanical, Fabrication or Electrical Tradesperson who has committed the following training requirements:
- Four forty-hour modules towards an appropriate Post Trades Certificate.
- A Maintenance Employee 3 works above and beyond a Maintenance Employee 2 and to the level of their training;
- a. Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by the implementation manual:
 - b. Exercises discretion within the scope of this grade.
 - c. Works under general supervision either individually or in a team environment.
 - d. Understands and implements quality control techniques.
 - e. Provide the trade guidance and assistance as part of a work team.
 - f. Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Maintenance Employee 1 and 2.
- Tasks which employees at this level may perform are subject to the employees having the appropriate Trade and Post Trade training to enable them to perform particular tasks.
4. **Maintenance Employee 4** is a Special Class Mechanical, Fabrication or Electrical tradesperson who has completed 4 forty hour post trade modules and committed to completion to a further 4 four post trade modules the following training requirement:
- Eighty-four-hour modules towards an appropriate Post Trade Certificate.
- A Maintenance employee 4 works above and beyond a Maintenance Employee 3 and to the level of their training;
- a. Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by the Implementation Manual.
 - b. Provides trade guidance and assistance as part of a work team.
 - c. Assists in the provision of training in conjunction with supervisors and trainers.
 - d. Understands and implements quality control techniques.
 - e. Work under limited supervision either individually or in a team environment.
- The following indicative tasks, which an employee at this level may perform, are subject to the employee having appropriate trade and post trade training to enable the employee to perform the particular indicative tasks.
- Exercises high precision trade skills using various materials and/or specialised techniques.
- Performs operations on CAD/CAM terminals in the performance of routine modification to NC/CNC programs.
- Installs, repairs and maintains, test, modifies, commissions and or fault finds on complex machinery and equipment which utilises hydraulic and or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems.

Attachment 1 – LONG SERVICE LEAVE ACCRUAL CALCULATIONS

Long Service Leave calculation tables on the basis of:

- 8 ²/₃ weeks' (2 months) leave for 10 years' service
- 13 weeks' leave for 15 years service

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

Australian Leave and Holidays Practice Manual - Calculation Tables 21-3-89

Attachment 2 – SIGNATURE SHEET

This Enterprise Agreement, the "Norco Co-operative Limited Lismore Foods (NSW Operations) Employee Collective Agreement 2022 - 2025"

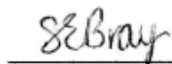
Signed for and on the behalf of:

NORCO CO-OPERATIVE LIMITED



13th December 2022

ADRIAN KINGS GENERAL MANAGER NORCO FOODS DATE
Of: 107 Wilson Street
South Lismore NSW 2480

 SARAH BRAY 13 December 2022
WITNESS (PRINT NAME IN FULL) DATE


Signed for and on the behalf of:

Australasian Meat Industry Employee's Union, Newcastle and Northern Branch



12/12/22

JUSTIN SMITH BRANCH SECRETARY DATE
Of: 34 Union Street
Newcastle West NSW 2308

 JASON ROE 12/12/22
WITNESS (PRINT NAME IN FULL) DATE

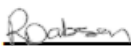
Signed for and on the behalf of:

**The Automotive, Foods, Metals, Engineering, Printing & Kindred Industries Union
(Trading as the Australian Manufacturing Workers Union)**



15/12/2022

CORY WRIGHT STATE SECRETARY DATE
Of: Level 3, 133 Parramatta Road
Granville NSW 2142

 Rochelle Dobson 14/12/2022
WITNESS (PRINT NAME IN FULL) DATE

Signed for and on the behalf of:

**The Communications Electrical, Electronic, Energy, Information, Postal, Plumbing
& Allied Services Union of Australia (CEPU NSW)**

ALLEN ARH 12/12/22
ALLAN HICKS SECRETARY DATE

Of: Level 5 370 Pitt St

Sydney NSW 2000

Daniel Austin DANIEL AUSTIN 12/12/22
WITNESS (PRINT NAME IN FULL) DATE

IN THE FAIR WORK COMMISSION

FWC Matter No.:

FW: AG2022/5289

Applicant:

Norco Cooperative Limited

Section 185 – Application for approval of a single enterprise agreement

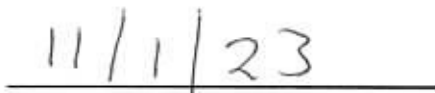
Undertaking- Section 190

I, Jason Smith, People and Culture Business Partner for Norco give the following undertakings with respect to the Norco Lismore Foods (NSW Operations) Employee Collective Agreement 2022-2025 ("the Agreement"):

1. I have the authority given to me by Norco to provide this undertaking in relation to the application before the Fair Work Commission.
2. With respect to 16.4, which identifies maintenance workers only when applying rates for less than 5 successive shifts; this term shall apply to all workers covered by the agreement and not just maintenance workers.
3. With respect to overtime for continuous shiftworkers, a new Clause 17.12 shall be added:
"17.12 A continuous shiftworker working overtime will be paid 200% of the ordinary hourly rate."
4. Clause 17.6 which deals with overtime will not result in an employee being worse off than the award. The intent of clause 17.6 is to ensure overtime is calculated as a continuous calculation from any prior day's overtime. For clarity, if a person were to work on Sunday, all overtime hours will be calculated at double time. For public holidays, all overtime will be calculated at double time and a half. Minimum hours will apply for overtime calculations, 4 hours for Saturday and 3 hours for Sunday and Public Holidays.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature



Date