

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/157

**TITLE: Norco Co-operative Limited Ice Cream Business Unit
Enterprise Agreement 2004-2007**

I.R.C. NO: IRC5/756

DATE APPROVED/COMMENCEMENT: 3 March 2005 / 1 July 2004

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**NEW AGREEMENT OR
VARIATION:** Replaces EA03/191.

GAZETTAL REFERENCE: 15 July 2005

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees of Norco Co-operative Limited Ice Cream Business Unit, in the State of New South Wales employed as Lismore who fall within the coverage of the Norco Co-operative Consent Enterprise Award.

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

NORCO CO-OPERATIVE LIMITED ICE CREAM BUSINESS UNIT ENTERPRISE AGREEMENT 2004 - 2007

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2. Title

The agreement shall be known as "Norco Co-operative Limited Ice Cream Business Unit Enterprise Agreement", otherwise referred to herein as the "Agreement".

3. Parties Bound

The Parties to this agreement are Norco Co-operative Limited (the company), the Norco Co-operative Limited Ice Cream Business Unit Employees (the employees), the Australasian Meat Industry Employee's Union, Newcastle and Northern Branch, the Automotive, Food, Metals and Engineering Union, New South Wales Branch (the Unions).

4. Relationship to Parent Award

This agreement will regulate the terms and conditions of the employees for the life of the agreement and shall be read in conjunction with the Norco Cooperative Limited Consent Enterprise Award 1996-1998, as varied. To the extent of any inconsistency between the agreement and the award, the terms of this agreement will override the award.

It shall apply to all employees of the Norco Co-operative Limited Ice Cream Business unit in the state of New South Wales employed at Lismore, in the classifications specified herein.

5. Date and Period of Operation

This agreement shall operate from the first pay period commencing 1st July 2004 and shall remain in force until 30th June 2007

The parties agree to the process of collective bargaining and agree that negotiations on the renewal of this agreement shall commence no later than 3 months prior to the expiry of this agreement.

6. Preamble

The parties agree the objectives of this agreement are to facilitate the:

- 6.1 Efficiency and productivity of the Company's business for the benefit of its employees, customers, shareholders and community at large;
- 6.2 Profitable manufacture of the highest quality products at the lowest cost;
- 6.3 Development and maintenance of a harmonious and mature consultative relationship.
- 6.4 The parties recognise that important in achieving these objectives is:
 - 6.4.1 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;
 - 6.4.2 the need for flexibility of jobs and duties within and between work areas, subject only to limitations imposed by individual skill levels.
- 6.5 The parties to this agreement therefore agree:
 - 6.5.1 that the parties will work co-operatively towards the objectives of the agreement for all company's employees;
 - 6.5.2 that employees will carry out all duties as are within the limits of their skill, competence and training;

- 6.5.3 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;
 - 6.5.4 that employees will cooperate in the implementation of quality assurance, production efficiency and productivity measurement techniques;
 - 6.5.5 that employees will participate positively in a full audit of the workforce's skills;
 - 6.5.6 all unions are to form and act as a single bargaining unit;
 - 6.5.7 that employees will assist with training other employees in accordance with guidelines developed by the parties;
 - 6.5.8 the practice that occurs at Lismore site which allows employees to transfer between sections or departments will continue;
 - 6.5.9 Norco shall take steps to ensure that the enterprise has the benefit of a stable and committed workforce through;
 - 6.5.9.1 Measures to protect the employees' accrued entitlements, as example a fund as agreed between the Union and the company.
 - 6.5.9.2 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.
 - 6.5.9.3 Where commercially sensible, increase its investment in the productive capacity of the enterprise.
 - 6.5.9.4 Measures aimed at ensuring that employees are appropriately trained in all aspects of work including occupational health and safety.
 - 6.6 Norco is an equal opportunity employer and confirms its intention to continue to treat all employees, current and potential, fairly in respect of:
 - Gender
 - Sex (including pregnancy)
 - Marital Status
 - Race, colour or religious background, descent or nationality
 - Disability
 - Sexuality - actual or presumed
 - Age
 - Political Opinion
- The Company does not and will not tolerate direct or indirect discrimination of any kind.
- 6.7 The company will maintain the direct employer/employee relationship with its workforce, unless otherwise specified elsewhere in this agreement.
 - 6.8 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.
 - 6.9 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.

7. Contract of Employment

The Company and the employees shall comply with the conditions contained in this Agreement and Company Policies and Procedures.

- 7.1 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.
- 7.2 Permanent Employee shall mean a weekly employee directly employed by the company. Appointment is subject to 3-month probationary period.
- 7.3 Permanent Part Time - A Part Time employee is a person, paid weekly, with a contract of employment based on less than 38 hours per week. Norco will provide a minimum of 20 hours per week, with work done on any day that exceeds 8 hours to be paid at the appropriate penalty rates. Hours of work should be notified the previous day and to be based on a weekly schedule. Part-time employees working less than eight hours on any day may be offered additional hours of work, up to a total of eight for the shift, prior to completion of that rostered shift. These additional hours will be paid at ordinary rates. The total number of ordinary hours will not exceed thirty-eight in any week. A part time employee shall receive all the benefits of a weekly employee in proportion to the hours they work. Appointment is subject to 3-month probationary period.

Numbers of Part-time employees will form part of the three monthly staffing level reviews. If a Part-time employee has worked an average of thirty-eight hours during a six-month period that employee's employment will be formally reviewed by management, the appropriate union representative, or the representative of their choice

- 7.4 Seasonal employees. Employees will be directly employed by the Company. Seasonal employees are employed to cover seasonal demands and will be employed for a fixed term no longer than 9 months except by consultation. They will be informed of the approximate term of employment at interview and will be advised in writing of this approximate term and their classification on appointment. Appointment is subject to 3-month probationary period. When permanent employees are required, seasonal employees' applications will be considered.

Pro rata payment shall apply in respect to annual leave and sick leave. Annual leave will be paid on termination. Public Holidays will be paid as they fall due.

- 7.5 For all employees, (other than casuals,) employment shall be terminated with a week's notice by employee and the statutory notice period by the company, or the forfeiture of a week's pay in lieu of notice as the case may be. Casuals can be terminated after working their guaranteed four (4) hours as per 7.6.2, except as provided elsewhere within this agreement.
- 7.6 Casual Employee shall mean an employee engaged by the hour.
 - 7.6.1 For all ordinary time worked on any one day, a casual employee as defined shall be paid at an hourly rate ascertained by dividing the weekly rate prescribed for an employee of the level at which he or she works by 38, plus 20%.
 - 7.6.2 Casual employees shall be guaranteed four (4) hours pay at the casual rate for each start.
- 7.7 To meet production requirements from time to time the company may require a pool of casual labour employed by a labour hire company.
- 7.8 Labour hire staff will only be employed to cover absenteeism, unplanned work requirements, peak workloads (not including seasonal sustained peaks) and special projects.
- 7.9 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.

7.10 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.

7.11 The parties to this agreement will work towards minimising the use of casuals and labour hire, as far as is practicable.

7.11.1 The company for purpose of carrying out unplanned work requirements and covering absenteeism, peak workloads and project work, may employ casual employees and labour hire. If a casual employee has worked continuously for a maximum of six months, that employees employment will be formally reviewed by management and an appropriate Union representative or a representative of their choice.

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

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

7.11.4 The parties to the agreement will review permanent staffing levels on a 6 monthly basis.

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

7.12 This clause shall not affect the right of the company to:

7.12.1 not pay for any day the employee cannot be usefully employed because of any strike 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.

7.12.2 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.

7.12.3 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.

7.12.3.1 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 (Section CM (1)(c) of the *Workplace Relations Act 1996*).

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.

7.13 Abandonment of employment - The absence of an employee from work for a continuous period of three (3) days without notification to the company will be deemed abandonment of employment and the employment contract ceases and wages shall be paid up to the last time of work. The company shall make all reasonable efforts to contact the employee during this period: -

7.13.1 in the first instance a phone call shall be made to the employee;

7.13.2 a letter shall be sent by registered mail to the employee's address;

7.13.3 A representative of the company shall attend the employee's residence.

7.14 Flood and natural disaster leave

7.14.1 An employee who is unable to attend for duty during his/her ordinary working hours by reason of flood, fire or natural disaster preventing general access to the workplace will be paid up to three days by the Company. This provision is not applicable to casual or labour hire employees.

8. Working Conditions

8.1 Hours of work - The span of ordinary hours of a day worker shall be between the hours of 6am and 6pm, Monday to Friday inclusive.

8.1.1 The employer shall fix the daily starting and finishing times.

8.1.2 Employees shall be given advice of their start and finishing times. This shall not be altered except by one week's notice or by mutual agreement of the majority of the employees in the affected work unit.

8.1.3 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.

8.1.4 The minimum interval between concurrent rostered shifts will be 10 hours.

8.2 Shift worker shall mean an employee, other than a day worker, working on a one, two or three shift system.

8.3 Employees who are shift workers shall in addition to their ordinary rate of pay for each shift be paid an allowance of: -

early morning shift	15%
afternoon shift	15%
night shift	30%
fixed night shift	\$1.00 extra per shift in addition to the shift allowance

8.4 Maintenance employees who are shift workers shall be entitled to the following:

For work in a period of less than five successive shifts shall be paid 50% in addition to the ordinary rate of pay for the first three hours and then 100% in addition to the ordinary rate of pay thereafter.

8.4.2 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

8.4.3 Notwithstanding anything contained elsewhere in this clause, for changes in maintenance staff shift arrangements (e.g. swapping between morning, day, afternoon and night shifts) seven (7) calendar days notice will be provided

8.4.4 In the event that seven (7) days notice is not provided in accordance with Clause 8.4.3, the company will pay affected employees a 15% loading (in addition to the appropriate shift allowance) to a minimum of 30 % for the shifts worked, until seven (7) calendar days have elapsed from the date of the variation.

8.4.5 If shift variations are to be effected, where compatible with the business' needs, permanent employees will have preference to the alternative shift roster.

8.4.6 The penalties referred to in clauses 8.4.1, 8.4.2 and 8.4.4 will not be payable if:

8.4.6.1 the relevant variation is made to accommodate planned or unplanned absences, including, but not limited to, public holidays, RDO's, sick leave, carer's/family leave, annual leave or parental leave, unless their shifts are changed to accommodate another employees absence;

8.4.6.2 the relevant variation results from a shift swap request made by affected employees and approved by the relevant supervisor;

8.4.6.3 the relevant variation results from a shift swap request made by the relevant supervisor and approved by affected employees;

8.4.6.4 the relevant variation was not pre approved by the Company; or

8.4.6.5 the need for the relevant variation was outside the control of the Company.

8.5 For the purpose of this Clause:

8.5.1 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 4am.

8.5.2 Afternoon shift shall mean a shift finishing after 6.00pm and at or before midnight.

8.5.3 Night shift shall mean a shift finishing subsequent to midnight and at or before 9.00am.

9. Meal Breaks

9.1 Day workers rostered to perform more than 4 hours work shall be allowed not less than thirty minutes nor more than one hour for an unpaid meal break between the 3rd and 5th hour of work on each working day for the purpose of taking a meal. Such meal breaks may be staggered within each particular work area in order that full production may be maintained wherever possible.

9.1.1 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 the union, such interval to be counted as time worked and paid for as such.

- 9.1.2 An employee who is called upon to work for more than one hour after or before his/her normal ceasing time shall be allowed not less than 30 minutes for a meal break (or twenty minutes for a crib in the case of shift workers) which shall be taken immediately after the normal ceasing time.
 - 9.1.3 An employee who is required to work overtime before or after his/her ordinary hours for more than one hour without being notified on the previous day that he or she will be so required to work shall be paid the applicable meal allowance.
- 9.2 If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he or she shall be paid as above prescribed for meals which he or she has provided but which are surplus.

When an employee is required to work through their meal period,

- 9.2.1.1 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.
 - 9.2.1.2 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.
- 9.2.2 Not more than five hours shall be worked without a break for a meal or interval for crib.
- 9.2.3 Any payment for a meal under this clause shall be in addition to any overtime payment.

10. Rest Pauses

- 10.1 Employees are entitled to a rest pause or pauses based on the number of hours they are rostered to work on any given day.

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

- 10.2 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.

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.

Rest pauses shall be counted as time worked and shall be paid for as such.

11. Wages

Wage increases agreed through negotiations have been updated throughout this document and are the equivalent of;

At Signing 2.9% (Including 0.4% in lieu of allowances claimed, backdated 3 months from signing by the parties to the agreement) + (0.75% increase in Superannuation contributions + 0.4% increase Income protection Insurance paid

from 01.07.04)	Total 4.05%
01/07/05	4.0%
01/07/06	4.0%

Outlined in Attachment 1 are wage rates applicable to employees during the life of this agreement.

11.1 Adults

The minimum rate of wages for adult weekly employees during the life of this agreement, including the basic wage in the undermentioned gradings, are set out in Attachment 1 as follows:

Production Employee 1
 Production Employee 2
 Production Employee 3
 Production Employee 4
 Foreperson
 Employees Grading/Taking Delivery of Milk at Farm
 Maintenance Employee I
 Maintenance Employee 2
 Maintenance Employee 3
 Maintenance Employee 4

11.2 Juniors

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

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

11.3 Annualised Salaries

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

11.4 Trainees

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 Attachment 1 of the Agreement.

12. Allowances (not prescribed elsewhere)

The increased allowances for employees during the life of this agreement are specified in Attachment 1.

Leading Hand Allowances	At Signing	01/07/05	01/07/06
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 three to ten employees	\$16.45	\$17.11	\$17.80
In charge of more then ten employees	\$27.42	\$28.52	\$29.66

Maintenance Employees			
In charge of three and up to ten employees	\$20.40	\$21.22	\$22.07
In charge of eleven and up to twenty employees	\$30.49	\$31.71	\$32.98
In charge of more than twenty employees	\$38.72	\$40.27	\$41.88

Laundry Allowance	At Signing	01/07/05	01/07/06
The company may launder employees company issued protective clothing or uniform clothing or provide washing facilities for the use of employees in working time to wash clothing. If the company decides not to provide the facilities or launder employee's clothing	\$4.38	\$4.56	\$4.74

Driving - Stackers/Forklifts/Vehicle	At Signing	01/07/05	01/07/06
An employee operating a pedestrian stacker under conditions specified in subclause 15.2 - Industry Conditions, of this agreement	\$7.43	\$7.73	\$8.04
An employee operating a pedestrian stacker	\$5.48	\$5.70	\$5.93
An employee operating a pedestrian forklift	\$4.05	\$4.22	\$4.38
A driver of scammel, articulated, semi-articulated vehicle or a driver of a vehicle with a trailer attached shall in addition to his/hers ordinary classified rate of pay be paid (per week) at the rate of:			
Where the semi-trailer has a single axle	\$20.62	\$21.45	\$22.30
Where the semi-trailer has more than one axle	\$25.12	\$26.12	\$27.17

First Aid Allowance	At Signing	01/07/05	01/07/06
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 and has been appointed by the company (such as a certificate from St John Ambulance or similar body.	\$9.32	\$9.69	\$10.08

Tool/License Allowance	At Signing	01/07/05	01/07/06
Where applicable a tool allowance will be paid to maintenance employees. This allowance is included in the base rate for all purposes	\$10.86	\$11.29	\$11.74
Where applicable an electrician's licence allowance will be paid to electricians. This allowance is included in the base rate for all purposes	\$26.22	\$27.27	\$28.36

Junior Rates	At Signing	01/07/05	01/07/06
Junior employees operating a majonier test.	\$4.71	\$4.90	\$5.10
Junior employees working in a laboratory other than one employed as a cleaner or bottle washer	\$2.85	\$2.96	\$3.08

Absorbed Allowances

An increase of 0.4% has been paid to all employees in lieu of any confined space, wet work, dirt and boilerwork allowances.

13. Hours of Work

13.1 Day Workers:

13.1.1 The ordinary working hours of a day worker shall be thirty eight 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.

13.1.2 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.

13.1.3 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.

13.1.4 The company will provide 48 hour notice of employee start times unless a situation out of the control of the company prevents this notification.

13.2 Shift Workers

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

thirty eight per week; or

seventy six in fourteen consecutive days; or

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

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

13.2.2 Notwithstanding the spread of hours prescribed for day workers by subclause 13.1 of this clause, the company and the union parties to this agreement may implement mutually agreeable shift work provisions, in any work unit to meet the circumstances of that work unit.

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

13.3 All Employees

13.3.1 Notwithstanding other provisions of this clause the company may implement a thirty eight-hour week, based on the needs of the business, in any one of the following ways:

one day off after 19 days (when the provisions of Clause 14 - Thirty Eight Hour Week, of this agreement shall apply), or

any other agreed method of implementation.

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

13.4 Start time adjustments

13.4.1 An employee may be required to complete overtime at the start of their normal rostered shift.

13.4.2 If this overtime (at the start of their shift) commences outside of the span of ordinary hours as specified in 13.1.1, the employee will be classed as a shift worker for work performed on that day.

13.4.3 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.

13.4.4 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
Thur	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

14. Thirty Eight Hour Week

Subject to Clause 13 - Hours of Work, the company may implement the hours provision in one of the following ways:

14.1 One day off after 19 days:

- 14.1.1 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;
- 14.1.1.1 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.
- 14.1.1.2 The company shall prepare a roster of days to be taken off as leisure time, which will always remain as a notice of advice.
- 14.1.1.3 The company, with the agreement of employees concerned, may substitute the day employee(s) are to take off for another day.
- 14.1.1.3.1 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.
- 14.1.1.3.2 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.
- 14.1.1.3.3 For the purposes of leisure time all allowances (except shift work allowances) shall be paid as actually worked.
- 14.1.1.3.4 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.
- 14.1.1.3.5 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.
- 14.1.1.3.6 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. 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.

14.2 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.

14.3 Other Agreed Methods of Implementation

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

15. Industry Conditions

15.1 Other than Freeze Room Employees

15.1.1 Any employee working in an area at an artificially reduced temperature of less than two degrees Celsius shall be paid an allowance of \$0.14 (At signing) / \$0.15 (01/07/05) / \$0.16 (01/07/06) for each hour or part thereof.

Other than Freeze Room Employees	At Signing	01/07/05	01/07/06
Any employee working in an area at an artificially reduced temperature of less than two degrees Celsius	\$0.14 p/h	\$0.15 p/h	\$0.16 p/h

15.1.2 Any employee working in an area at an artificially reduced temperature of less than minus one degree Celsius shall be paid an allowance of \$0.26 (At signing) / \$0.27 (01/07/05)/\$0.28 (01/07/06) per hour or part thereof.

Other than Freeze Room Employees	At Signing	01/07/05	01/07/06
Any employee working in an area at an artificially reduced temperature of less than minus one degree Celsius	\$0.26 p/h	\$0.27 p/h	\$0.28 p/h

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

15.2 Freezing Room Employees

15.2.1 Each employee shall have been medically selected as fit to work in extremely cold conditions.

15.2.2 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.

Any employee working in an area at an artificially reduced temperature of less than minus sixteen degrees Celsius shall be paid an allowance of \$0.35 (At signing) / \$0.36 (01/07/05) / \$0.37 (01/07/06) per hour or part thereof.

Freeze Room Employees	At Signing	01/07/05	01/07/06
Any employee working in an area at an artificially reduced temperature of less than minus sixteen degrees Celsius	\$0.35 p/h	\$0.36 p/h	\$0.37 p/h

15.3 Any employee working in an area at an artificially reduced temperature of less than twenty degrees Celsius shall be paid an allowance of \$0.66 (At signing) / \$0.69 (01/07/05) / \$0.72 (01/07/06) per hour or part thereof.

Freeze Room Employees	At Signing	01/07/05	01/07/06
Any employee working in an area at an artificially reduced temperature of less than twenty degrees Celsius	\$0.66 p/h	\$0.69 p/h	\$0.72 p/h

Any employee working in an area at an artificially reduced temperature of less than minus thirty degrees Celsius shall be paid an allowance of \$0.86 (At signing) / \$0.89 (01/07/05) / \$0.93 (01/07/06) per hour or part thereof.

Freeze Room Employees	At Signing	01/07/05	01/07/06
Any employee working in an area at an artificially reduced temperature of less than minus thirty degrees Celsius	\$0.86 p/h	\$0.89 p/h	\$0.93 p/h

15.4.1 Employees required to work in temperatures of less than minus twenty degrees Celsius shall be allowed reasonable breaks from such work outside the freezing chamber.

15.5 General

15.5.1 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.

15.5.2 Time worked which on any day is less than thirty minutes in the aggregate shall be disregarded.

15.5.3 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 two degrees Celsius.

15.5.4 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 one hour after starting work".

15.5.5 The company and the Union may agree to incorporate cold temperature allowances in the weekly rate for employees, regard being paid to the time actually spent in freezing rooms, in lieu of the specific payments by this clause.

15.5.6 The amounts provided by this Clause each stand alone and are not cumulative.

15.5.7 On the introduction of the company's upgrade to best practice food manufacturing standards a new uniform policy will be established. 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.

15.5.8 Any articles supplied by the company in the term of an employees employment must be returned to the company 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.

Each employee required to work in a room wherein the temperature has been artificially reduced below two 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.

15.6 Where the duties of an employee require the use of gloves they shall be supplied free of cost by the company.

15.7

- (a) Subject to 15.5.2, 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 union and the company agree that the company will supply, free of cost to an employee leather boots because of the wetness associated with the employee's work and the company so supplies such leather boots shall not be required to supply to the employee gum-boots pursuant to 15.7(a), of this subclause.

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.

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.

16. Overtime

16.1 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:

16.1.1 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

16.1.2 been notified no later than the end of their rostered hours the day prior of their requirement to work overtime the next day.

16.2 Overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter; provided that a shift worker called upon to work on a rostered day off, other than Sunday, or a day worker on a five-day week, Monday to Friday inclusive, called upon to work on Saturday shall be paid time and one-half for the first two hours and double time thereafter for work on such rostered day off or Saturday respectively.

16.3 Employees are required to work reasonable overtime.

16.4 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 four hours at the appropriate rates of pay.

16.5 Where overtime commences on one calendar day and extends into the following calendar day, the whole period of overtime shall be deemed to have been worked on the former day for the purposes of calculation of overtime.

16.6 Call Back

16.6.1 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 four (4) hours' work at the appropriate

overtime rate for every period so recalled. The four 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.

16.6.2 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.

16.6.3 If the call back continues into rostered hours of work then the employee will still receive four hours call back in addition to their ordinary hours.

16.6.4 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.

16.7 Rest Period After Overtime

When overtime is necessary, it shall wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty 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 ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have had ten 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 ten 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.

16.8 Except as provided in subclause 16.5 of this Clause, each day shall stand alone in the computation of overtime.

17. Mixed Functions

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

18. Saturday and Sunday Work

18.1 All time worked on Saturday, which is not overtime, shall be paid for at the rate of time and one-half.

18.2 All time worked on Saturday, which is overtime, shall be paid for in accordance with Clause 16 - Overtime, of this agreement.

18.3 All time worked on Sunday, which is not overtime, shall be paid for at the rate of time and one-half.

18.4 All time worked on Sunday which is overtime, shall be paid for at the rate of double time.

18.5 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 four hours at the appropriate rate of pay.

18.6 The extra rates prescribed by subclauses 18.1 and 18.3 of this Clause, shall be in substitution for and not cumulative upon the shift work premiums prescribed in Clause 13. Hours of work.

- 18.7 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.

19. Holidays

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

New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, ANZAC Day, Queen's Birthday, Labor Day, Christmas Day, Boxing Day, the Picnic day of the union and any day proclaimed and observed as a public holiday in NSW.

- 19.2 The union Picnic Day will be at a date mutually agreed between the employee and their supervisor.

19.2.1 The union picnic day shall, for the purposes of this agreement be regarded as a holiday for employees who are financial members of the Union/s.

19.2.2 Employees claiming a union picnic day must prove to the company that they are financial members of a Union that is party to this agreement., before any payment will be made.

- 19.3 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.

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

- 19.5 An employee absent without leave or reasonable excuse on the working day before a holiday prescribed herein, or the working day after such holiday shall forfeit wages for the days of absence and for the holiday.

20. Annual Leave

- 20.1 As per the (NSW) *Annual Holidays Act 1944*.

20.1.1 Entitlement:

Permanent full time employees - 4 weeks/152 hours of leave for each completed year of service.

Permanent Part time employees - Annual leave entitlements on a pro rata basis of hours worked - excluding overtime.

- 20.1.2 An annual leave loading of 17.5% shall be paid when leave is taken.

- 20.1.3 Leave loading shall only be paid on annual leave that is accrued and taken.

- 20.1.4 Employees, who worked on night shift, shall receive a 30% annual leave loading pro rata to the period they have spent on night shift.

- 20.1.5 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.

- 20.1.6 On termination of employment accrued annual leave and annual leave loading will be paid.

- 20.1.7 The company may temporarily close down their business once annually and instruct employees to take any leave due for that period. A month's notice of the close down must be given to affected employees. Any employee not having a full year's leave entitlement must take leave without pay for the balance of the close down period. The Act provides a pro rata payment in these circumstances.

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

20.2 Annual Leave During Christmas Period

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.

This may include but not be limited to:

20.2.1 Training and up-skilling of additional key personnel.

20.2.2 Roster Systems.

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

21. Long Service Leave

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.

Attachment 3 details Long Service Leave Accrual Calculations.

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. Sick Leave

22.1 An employee, in continuous service with the company, who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary rate of pay for the time of such non attendance subject to the following:

22.2 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 sick leave entitlement under this clause shall, for each week during which such difference is paid be reduced by that proportion of thirty eight hours which the difference paid, bears to full pay.

22.3 Entitlement for full time employees shall be five (5) days in the first year of employment and ten (10) days in the second and subsequent years.

22.4 Permanent, part time and seasonal employees who are absent from their work on account of personal illness, or on account of injury by accident, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations.

22.4.1 An employee shall, as soon as is reasonably possible and preferably no later than 1 hour prior to the commencement of the employees shift shall notify their immediate supervisor of such absence and state the nature of the illness or incapacity, so as to allow the company to make alternative arrangements.

22.4.2 The employee shall prove to the satisfaction of the Company that they were unable, due to illness or injury, to attend for duty, for the period for which sick leave is claimed. This may require a certificate from a duly qualified medical practitioner or statutory declaration and will require a certificate after two days absence.

22.4.3 Seasonal employees whose employment has not been interrupted for a period of three months shall be able to continue to accrue their sick leave entitlement.

22.4.4 The rights under this clause shall accumulate from year to year so long as the employment continues with the company so that any part of leave subject to subclause 22.5, which has not been allowed in any year may be claimed by the employee and shall be allowed by the company, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment.

22.5 For the purpose of this Clause, continuous service shall be deemed not to have been broken by:

22.5.1 any absence from work on leave granted by the company; or

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

23. Payment of Wages

23.1 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 Union and the company, but at no time will the company hold more than two days in hand.

23.2 The company may elect to pay the employee by cheque, direct deposit to personal account by electronic funds transfer or cash.

24. Accommodation

24.1 The company shall provide and maintain in a satisfactory condition, for the use of employees:

24.1.1 a changing room containing hot and cold showers;

24.1.2 adequate lockers fitted with lock and key;

24.1.3 where females are employed a rest room with suitable resting facilities for their use;

24.1.4 An area where breast-feeding mothers can express milk if required.

24.1.5 facilities for boiling water for meals and at rest pauses (unless boiling water is supplied by the company);

24.1.6 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.

The company, with the cooperation of the employees, shall cause all accommodation to be kept in a clean and sanitary condition.

The change room, washing and toilet areas for females shall be separate from that of males.

25. Bereavement Leave

25.1 An employee upon the death of a near relative shall be granted leave without loss of pay, as required by the employee on any one occasion in the case of a near relative not exceeding three days and in the case of other relatives not exceeding one day. This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

25.1.1 For the purpose of the clause:

"near relative" means a parent or step-parent, spouse (including de facto), child (including step-child), brother, sister, mother-in-law or father-in-law, grandchildren

"Other relative" means a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandparent-in-law, uncle or aunt.

25.2 Application for the extension of bereavement leave must be made to the relevant supervisor, will require approval from the Chief Executive Officer and will not be unreasonably refused.

26. Family Leave

26.1 Use of Sick Leave

26.1.1 An employee with responsibilities in relation to a person set out in 26.1.3 shall be entitled to use, any sick leave entitlement for, absences to provide care and support for such person when they are ill, to attend to matters relating to the education of a child or to attend to legal business.

26.1.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

26.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

26.1.3.1 the employee being responsible for the care and support of the person concerned;
and

26.1.3.2 the person concerned being;

26.1.3.2.1 a spouse of the employee; or

26.1.3.2.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

26.1.3.2.3 a child or an adult (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

26.1.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

26.1.3.2.5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph;

26.1.3.2.5.1 "relative" means a person related by blood, marriage or affinity;

26.1.3.2.5.2 "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

26.1.3.2.5.3 "household" means a family group living in the same domestic dwelling.

26.1.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not

practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

26.2 Unpaid Leave for Family Purpose

26.2.1 An employee may elect, with the consent of the employer, to take unpaid leave, for a reasonable period of time, for the purpose of providing care and support to a class of person set out in 26.1.3 above who is ill.

26.2.2 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 set out in 26.1.3 above.

26.3 Annual Leave

26.3.1 To give effect to this clause, but subject to the Annual Holidays Act 1944, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed by the parties.

26.3.2 Access to annual leave, as prescribed in paragraph 26.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

26.3.2.1 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

27. Parental Leave

Shall apply to all permanent employees who have greater than 12 months continuous service with the company.

This clause does not apply to casual or seasonal employees.

Norco will consider any changes to the NSW legislation in relation to this clause throughout the life of this agreement.

27.1 Entitlement

27.1.1 Shall be a total of 52 weeks parental leave in connection with the birth or adoption of a child. This entitlement is due to employees with at least 12 months service and is unpaid leave except as provided in the following subclause.

27.2 Paid Maternity Leave (Available to expectant female employees)

The company will pay a Maternity Leave allowance of 2 weeks (applicable wage classification rates excluding allowances) at the start of the period of maternity leave. An additional payment of 2 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 52 weeks' maternity leave, that is, it does not increase the total period of leave available.

27.3 Parental Leave is, for the purposes of this part, maternity leave, paternity leave or adoption leave.

27.3.1 Maternity Leave

Maternity leave is leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity leave consists of an unbroken period of leave.

27.3.2 Paternity Leave

Paternity leave is taken by a male employee in connection with the birth of a child of the employee or of the employee's spouse. Paternity leave consists of:

- 27.3.2.1 an unbroken period of up to one week at the time of the birth of the child or other termination of the pregnancy (short paternity leave), and
- 27.3.2.2 a further unbroken period in order to be the primary care-giver of the child (extended paternity leave).

27.3.3 Adoption Leave

Adoption Leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of 5 years (other than a child who has previously lived continuously with the employee for a period of at least 6 months or who is a child or step-child of the employee or of the employee's spouse). Adoption leave consists of:

- 27.3.3.1 an unbroken period of up to 3 weeks at the time of the placement of the child with the employee (short adoption leave), and
- 27.3.3.2 a further unbroken period in order to be the primary care-giver of the child (extended adoption leave).

27.4 Notice Period

27.4.1 The employee should give at least 10 weeks' written notice of the intention to take the leave.

- 27.4.1.1 Ten (10) weeks before proceeding on leave, give written notice of the dates on which he/she proposes to start and end the period of leave.

27.5 The employee must, give sufficient documentation to support the claim.

27.6 All other circumstances refer to the *Industrial Relations Act 1996*.

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 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. Trade Union Training Leave & Union Recognition

29.1 Trade Union Recognition and Training

29.1.1 During the life of the Agreement, the Company will:

- 29.1.1.1 Continue to recognise duly accredited union delegates at the enterprise upon notification by the Union to which the employee belongs.

- 29.1.1.2 Allow union delegates paid time during work hours to attend to any matters affecting the employees they represent.
- 29.1.1.3 Provide an adequate and private meeting place and access to office facilities including phones, fax and copy machines.
- 29.1.1.4 Provide a designated notice board for the display of union material.
- 29.1.1.5 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.

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

- 29.1.2.1 attending hearings at Industrial Tribunals
- 29.1.2.2 attending monthly site Delegates Committee meetings
- 29.1.2.3 attending meetings to perform elected roles as specified under the Rules of the relevant union (eg.) State Council, Regional Council or Committee of Management meetings.

DELEGATES COMMITTEE CHARTER

Both parties recognise that there are advantages in the formation of a site delegates committee comprising all elected delegates.

Provision will be made for the delegates committee to hold monthly meetings on company premises during working hours without loss of pay. The monthly meeting will be in two parts, limited to 1 hour delegates and 1 hour management with the second part of the meeting attended by management representatives.

Organisation and notification of meetings will be the responsibility of site delegates.

Officials of the Union are invited to attend committee meetings.

This forum may discuss issues including:-

Future plans including product development,

Introduction of major capital works,

Introduction of new technology, machines, associated layout, training, job numbers and skill requirements,

Training,

Affirmative action/Equal opportunity,

Management's practices and organisational change,

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,

Occupational Health and Safety issues. While not distracting from the functions of the OH & S Committee, the delegates Committee may discuss current OH & S issues. If an issue has not been before the committee it will be referred back to an OH & S committee member.

Any other matter raised by union or management, which may impact on the union membership.

Employee Development

The Delegates Committee will work with the company in the development of a training program designed to meet the company's predicted and planned training needs for employees covered by this Agreement. The company's objective is that all skills acquired, wherever possible, will be accredited and transferable.

The Delegates Committee will monitor the implementation of the plan including the application and selection process.

The Delegates Committee will be involved in regular reviews of staffing levels and training plans.

29.2 Trade Union Training Leave

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.

29.2.1 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:

Name of employee and relevant unions;

Period of time for which leave is sought;

Title, general description and structure of course;

Location

29.2.2 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.

29.2.3 The employer shall not be liable for incurring any additional expenses associated with the employee's attendance at such training.

29.2.4 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.

29.2.5 Should the employer request proof of attendance at such courses, employees shall provide such proof within 14 days.

29.2.6 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.

29.2.7 For the purpose of this clause, all leave shall be counted as service.

29.2.8 Any dispute as to the operation of this clause shall be dealt with via the Disputes Settlement Procedure.

29.3 Right of Entry

The Company agrees that duly accredited officers of the parties to this agreement shall have the right to enter the premises for the purpose of legitimate union business, including investigating suspected breaches of this Agreement or the *Industrial Relations Act 1996*. Officials shall report to the office on arrival and sign the visitors' book.

Wherever possible notice will be given.

30. Superannuation

30.1 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
Food Industry Superannuation Trust
Asset Limited Superannuation Fund

The percentage is as per statutory requirements.

30.2 Definition - Ordinary Earning

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

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

31. Jury Service

Employees attending for jury duty will be paid for ordinary hours foregone.

Employees in receipt of court reimbursement shall forward such monies to the company.

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.

Travelling expenses paid whilst attending for jury duty can be retained by the employee.

32. Dispute Settlement Procedure

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

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

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

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

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

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

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

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.

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.

33. Disciplinary Procedure

33.1 General Policy

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. This process will not apply to casual employees.

Employees may be disciplined through the following methods:

- Informal Counselling
- Formal Counselling
- Formal Warning
- Final Written Warning
- Termination

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

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

33.1.1 Application

The disciplinary procedures should be applied:

- Promptly - with a minimum of delay
- Consistently - regardless of who is involved
- Objectively - focusing on the behaviour, not the employee.

33.1.2 Procedural Fairness

At any stage beyond informal counselling during the disciplinary process, the employee will be accompanied by the Union Delegate, unless otherwise declined by the employee.

33.1.3 Administration

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.

Diary notes will be made of any informal counselling where practicable. All written disciplinary records (copies of diary notes) 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.

33.2 Disciplinary Process

33.2.1 Informal Counselling

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.

33.2.2 Formal Counselling

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.

33.2.3 Formal Written Warning

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.

Steps 2 and 3 will be documented and contain the following:

What is required of the employee.

Where and how the employees conduct does not comply with the relevant Company rules or policy.

What is to be done by the employee to meet Company rules and policy and appropriate steps which may assist the employee.

The likely results of failure to meet Company Rules or requirements.

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.

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.

A copy of the counselling/warning should be given to the employee and the delegate.

33.2.4 Final Written Warning

Where any employee fails to meet 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.

Final written warning is the last step before termination of employment and should contain the following information:

A statement that the letter is written advice of a final warning.

Definition of the inappropriate conduct by the employee with reference to relevant Company rules and requirements.

A detailed chronological summary of relevant disciplinary procedure to date.

Specific change required in the employee's conduct a statement that failure to achieve the required change could lead to dismissal.

Dates for review of the employees' conduct. The outcome of the review will be documented and provided to employee.

The duration for which this 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 no confusion in the future.

33.2.5 Termination

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.

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.

33.3 Investigation Process

33.3.1 The union delegate will be present unless specifically requested otherwise by the employee. The delegate and the individual will be advised of the facts of the matter being investigated.

33.3.2 The union delegate and the individual will be allowed time to discuss the issue prior to further discussion with management.

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

33.3.4 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 and a copy sent to the Union.

33.3.5 The Union will respond within 48 hours (where possible) to set a meeting date to review the matter.

33.3.6 In accordance with the Disputes Procedure the "status quo" will remain during the investigation process and termination will not take place. This does not effect 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 NSWIRC.

33.4 Process for discussions with Witnesses:

33.4.1 The union delegate will be present unless specifically requested otherwise by the witness. The delegate and the witness will be advised of the facts of the matter being investigated.

33.4.2 The union delegate will be allowed time to advise the witness of their rights and answer any questions they may have prior to further discussions with management.

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

34. Consultative Mechanism

The Norco Co-operative Limited Ice Cream Business Unit shall establish a consultative mechanism and procedures appropriate to its size, structure and needs for consultation and negotiation on matters affecting its efficiency and productivity.

35. Training/Reclassification

During the life of this agreement the parties commit to:-

The joint establishment of a competency based classification structure.

The structure shall be specific to Norco and will be Nationally accredited.

Ensuring training modules are accredited.

Acceptance in principle that the new structure must include descriptions, which are broadly based, and generic in nature.

Process

The following process shall apply in establishing a new structure. The North Coast Institute of TAFE (the provider) shall assist the process.

The provider shall provide information for the classification structure in the following manner:-

- (a) Undertake skills audit/job analysis for each work position in the plant. this will involve opportunity for all employees to have input in describing the functions and tasks included in their jobs.
- (b) This job analysis information will be reconciled with any agreed job descriptions currently held by the company, or if such descriptions do not currently exist, they will be formulated by agreement between the parties, following consultation with the provider.
- (c) The provider will then identify suitable competencies from accredited curriculum to cover technical, core and alternative units.
- (d) Skill gaps will be highlighted and training needs identified.
- (e) Following consultation with, and taking into consideration any suggestions made by the provider, the Union and management will negotiate an agreed classification system based on the training competency based structure.
- (f) Training opportunities will then be provided by an agreed training provider to allow appropriate progress by identified employees.

** Please Note that steps d, e and f can take place concurrently **

The provider and the company will base the classification system on work value, levels of autonomy and authority, problem solving requirements and link positions to those of workers with similar tasks duties and responsibilities across the manufacturing sector.

The parties agree that any issues that may arise will be dealt with the Disputes Settlements Procedure.

The parties are committed to the reclassification process and will endeavour to ensure the following timetable to facilitate the introduction of the new competency based classification structure (as required at (e) above) is met;

February 2004 - Discussion and agreement on appropriate levels within the new structure.

April 2005 - Agreement on the wage levels matched to the new structure.

June 2005 - Transferring eligible employees to the new classification structure and training program commencement.

36. Redundancy

- 36.1 Where the company has made a decision that it no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to the termination of employment, the company will hold discussions with its employees directly affected and with their union.
- 36.2 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 36.1. 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 using AMWU Jobfutures.

- 36.3 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.
- 36.4 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 their union, relevant information about the proposed terminations including: the reasons for the proposed terminations, the number and the categories of employees likely to be affected, and the number of workers normally employed and the period over which, or the time when the terminations are likely to be carried out. Provided that the company will not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interest.
- 36.5 A redundant employee will receive the benefits of the Redundancy Agreement 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, abandonment of employment, retirement at normal retirement date, prolonged absenteeism, neglect or refusal of duty, or voluntary resignation by the employee for any reason.
- 36.6 "A week's pay" in the Redundancy Agreement means the EBA ordinary time rate of pay for the employee concerned excluding overtime, shiftwork and other payments and allowances.
- 36.7 The Redundancy Agreement provides benefits as follows:
- 36.7.1 Four (4) weeks notice or pay in lieu if notice is not given provided that employment may be terminated by part of the period of notice and part payment in lieu thereof
- 36.7.2 A severance payment based on 3 weeks pay for each completed year of service or part thereof in excess of 6 months after 12 months continuous service provided the maximum payment will not exceed 56 weeks pay.
- 36.7.3 Payment in lieu of severance payment will not in total exceed the ordinary pay, which the employee would have earned if employment with the company had proceeded to the employee's normal retirement date on the existing ordinary rate of pay.
- 36.7.4 Payment of unused sick leave entitlements.
- 36.7.5 A member of a Norco Superannuation Plan in Category 2 will receive an equitable share of the schedule of benefits
- 36.7.6 Long Service Leave payments in accordance with the provisions of the Long Service Leave Act of NSW.
- 36.8 Past redundant employees of the company who are seeking re-employment within the company must meet the following conditions;
- 36.8.1 In the case of a forced redundancy -
- Norco considers them the most suitable applicant.
- All selection criteria are met.
- Selection criteria based on new job requirements and past performance.

36.8.2 In the case of employees who previously declined an offer of alternative employment, transfer, relocation, reclassification or retraining in the interests of continued employment within the company, the following additional condition:

12 months separation has occurred.

36.9 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.

Transmission of Business

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 36.7, where the transmittee has offered employment:

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

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.

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

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

It 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.

Any dispute in relation to this clause shall be deal with using the Dispute Settling Procedure.

37. Income Protection Insurance

37.1 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

37.2 Effective date of the Sickness and accident Income Protection Plan is the date of signing of this agreement.

37.3 The company shall pay the premium, equal to 1.54 % gross wages, to the provider on behalf of the employees.

37.4 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 - International Underwriting Services Pty Ltd (IUS)

37.5 Key Policy Benefits

14-calendar day waiting period except for football injuries which have a 28 day waiting period.

Up to 100% of income including shift loading, overtime and allowances.

Maximum 104 week benefit per sickness or injury

24 hour 7 day cover

Complication arising out of pregnancy covered (conditions apply)

Work journey cover

Usual occupation Policy

Claims continue to be paid if employment ceases after you make a claim subject to medical certification.

Non-working spouse carers allowance up to \$200 per week for up to 10 weeks

Workers compensation top up after the minimum waiting period of 26 weeks

30 day cover between jobs

365 day world wide cover

Disputes resolution committee - 2 union and 2 IUS representatives.

38. No Extra Claims

The employer and the unions agree that they will not, for the duration of this agreement, pursue any extra claims for changes in relation to the matters dealt with by this agreement.

39. Occupational Health and Safety

39.1 The company will provide:

A safe workplace and safe ways of working

Equipment, tools and machinery in a safe condition

Safe and hygienic facilities including toilets, eating areas and first aid

Information, training and supervision to all workers

A process for consultation with workers on issues that may affect their health and safety

Processes for identifying hazards, assessing risks and controlling risks i.e. risk management

39.2 Just as the Company has obligations, so do employees. The Act requires employees to:

Take reasonable care for the Health and Safety of persons at their place of work and those who may be affected by their acts and omissions at work.

Cooperate with any requirement imposed in their interests of health, safety and welfare by the company or any other person who is authorised to do so under the Act

40. Show Day Tickets

The company shall offer a family pass to all employees to the North Coast National Show each year.

41. Traineeships

Parties to this agreement are committed to working together in a process to achieve an efficient well-trained workforce.

The parties to this agreement are committed to managing and monitoring this process.

This commitment by the parties includes expanding the level of transportable formal qualifications and training.

To help facilitate this process, employees may be able to enter into formal traineeships.

An existing employee will not be forced or coerced into signing a traineeship. Participation in a traineeship shall be voluntary.

Participation in a traineeship may, at the company's discretion, be a condition of engagement for new employees.

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 a traineeship.

Trainee employees will be remunerated at one hundred percent (100%) of the rate appropriate to their classification.

Waste Management Program

Purpose

The parties commit to the establishment of a Waste Reduction Team to assess, monitor and control waste on the Lismore site.

Objectives

Reduction of waste,
increased productivity
increase the long term viability of the business.

Definitions

For the purpose of this program, waste is defined as the inefficient conversion or use of inputs such as ingredients, packaging and other materials (for example cleaning consumables, tape, water etc) and labor into finished product and overhead related inputs.

Procedure

The Waste Reduction Team shall comprise of equal representation from management and employees, unless the team agrees otherwise.

Ideally, employee representation shall be elected and sourced from varying sections of the plant.

The company shall nominate management representatives, to include at least one production supervisor and one QA representative.

The Team shall meet regularly in working time, report and make recommendations (including actions to take to implement) to the ICBU Management. Any recommendations made will be reviewed promptly by management and a response provided to the Team as soon as possible.

All parties agree to cooperate in the implementation of approved recommendations as appropriate.

Training in appropriate techniques for the review and reduction of waste will be provided by Norco.

Minutes of the meetings shall be displayed to all employees.

The Team will conduct six monthly reviews of waste management performance.

Any significant savings achieved through this process will be considered by management during the next EBA negotiations.

The team shall take into consideration the following issues as a starting point.

Assess, monitor and improve areas of high wastage.

Minimising contamination and waste.

Identify training needs to improve productivity and reduce wastage.

Monitor and reduce water wastage.

Exclusions

The team will not be involved in any industrial relations, employee management or disciplinary issues.

ATTACHMENT 1

Item	Clause	Description	At signing	01/07/05	01/07/06
1	11	Production Employee 1	\$567.54	\$590.25	\$613.86
2	11	Production Employee 2	\$586.63	\$610.10	\$634.50
3	11	Production Employee 3	\$599.35	\$623.32	\$648.26
4	11	Production Employee 4	\$618.16	\$642.89	\$668.60
5	11	Foreperson	\$634.73	\$660.12	\$686.52
6	11	Employees Grading/Taking delivery of Milk at Farms	\$646.30	\$672.16	\$699.04
7	11	Maintenance Employee 1	\$617.89	\$642.61	\$668.31
8	11	Maintenance Employee 2	\$667.03	\$693.71	\$721.46
9	11	Maintenance Employee 3	\$698.15	\$726.08	\$755.12
10	11	Maintenance Employee 4	\$731.54	\$760.80	\$791.23
11	12.11	Tool Allowance	\$10.86	\$11.29	\$11.74
12	12.12	Electrical Allowance	\$26.22	\$27.27	\$28.36
13	12. I	Production Leading Hand - 3-10 employees	\$16.45	\$17.11	\$17.80
14	12. I	Production Leading Hand - more than 10 employees	\$27.42	\$28.52	\$29.66
15	12.2	Maintenance Leading Hand - 3-10 employees	\$20.40	\$21.22	\$22.07
16	12.2	Maintenance Leading Hand - 11-20 employees	\$30.49	\$31.71	\$32.98
17	12.2	Maintenance Leading Hand - more than 20 employees	\$38.72	\$40.27	\$41.88
18	12.3.1	Driver of semi-trailer single axle	\$20.62	\$21.45	\$22.30
19	12.3.2	Driver of semi-trailer more than one axle	\$25.12	\$26.12	\$27.17
20	12.4	Junior employees operating the majonnier test	\$4.71	\$4.90	\$5.10
21	12.5	Junior employees working in a lab, other than one employed as a cleaner or bottle washer	\$2.85	\$2.96	\$3.08
22	12.6	Operating a Pedestrian Stacker in Cold	\$7.43	\$7.73	\$8.04
23	12.7	Operating a Pedestrian Stacker	\$5.48	\$5.70	\$5.93
24	12.8	Operating a Pedestrian Forklift	\$4.05	\$4.22	\$4.38
25	12.9	First Aid Allowance	\$9.32	\$9.69	\$10.08
26	12.10	Laundry Allowance	\$4.38	\$4.56	\$4.74
27	9.13	Meal Allowance	\$9.21	\$9.58	\$9.96
28	15.1.1	Work in less than 2 degrees celsius	\$0.14	\$0.15	\$0.16
29	15.1.2	Work in less than minus 1 degree celsius	\$0.26	\$0.27	\$0.28
30	15.1.3	Freezing Room Employees - work in less minus 16 degrees celsius (per hour)	\$0.35	\$0.36	\$0.37
31	15.3	Freezing Room Employees - work in less minus 20 degrees celsius (per hour)	\$0.66	\$0.69	\$0.72
32	15.4	Freezing Room Employees - work in less minus 30 degrees celsius (per hour)	\$0.86	\$0.89	\$0.93

ATTACHMENT 2(A)

DAIRY GROUP CLASSIFICATION STRUCTURE

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

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

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

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

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

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

- (a) Tally, Record and Dispatch Hand (Plants & Depots)
- (b) Evaporator Operator (Single Effect)
- (c) Ice Cream Mix Maker or Machine Operator
- (d) Syrup Maker
- (e) Head Packer
- (f) Special by-product machine operator
- (g) Milk drier operator(Roller)
- (h) Milk & Cream tester
- (i) Pasteuriser and/or cooler and/or tanker flowmeter operator
- (j) Spray milk drier operator's assistant
- (k) Operator carton or bottling machine
- (l) Cultured product maker
- (m) Forklift operator
- (n) Storeperson

- (o) Freezing room employee

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

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

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

- (a) Storeperson in charge
- (b) Milk Drier Operator (Spray)
- (c) Assistant Cheesemaker
- (d) Milk & Cream Grader
- (e) Laboratory Assistant
- (f) Multi-function pasteuriser Operator 1

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

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

Multi-function Pasteuriser Operator 1 means an employee directly responsible for the receipt and preparation of milk ready for further product processing and is responsible for some basic analytical testing as is required by recognised Industry Standards.

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

- (a) Cheesemaker
- (b) Evaporator Operator (Multiple Effect)
- (c) Butter or Butter oil maker
- (d) Laboratory Person in Charge
- (e) Ice Cream Control Room Operator
- (f) Multi-function Pasteuriser Operator 2

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

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

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

Multi-function Pasteuriser Operator 2 means an employee directly responsible for the receipt and preparation of milk ready for further product processing and is responsible for the full range of chemical analysis of product as is required by recognised Industry Standards.

ATTACHMENT 2(B)

MAINTENANCE GROUP CLASSIFICATION STRUCTURE

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

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 Certificates.

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:

Eight forty-hour modules towards an appropriate Post Trade Certificate.

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

- (a) Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by the Implementation Manual.
- (b) Provides trade guidance and assistance as part of a work team.
- (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 3

LONG SERVICE LEAVE ACCRUAL CALCULATIONS

Long Service Leave calculation tables on the basis of: 8 ²/₃ weeks' (2 months) leave for 10 years' service and 13 weeks' leave for 15 years service												
Completed Years of Service/ Employment	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	-	-	-	-	-	-	-	-	-	-	-

This Enterprise Agreement:

"Norco Co-operative Limited Ice Cream Business Unit Enterprise Agreement 2004-2007"

Signed for and on the behalf of:
Norco Co-operative Limited

Murray Richardson

Witness

Date

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

Kath Evans

Witness

Date

Signed for and on the behalf of:
Australian Manufacturing Workers' Union

Paul Bastian

Witness

Date