

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/73

TITLE: Norco Pauls Milk Joint Venture Enterprise Agreement (Raleigh Operations, NSW)

I.R.C. NO: 2000/287

DATE APPROVED/COMMENCEMENT: Approved 15 February 2000 and commenced 1 May 1999

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NEW AGREEMENT OR VARIATION: New

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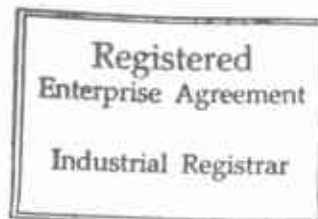
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COVERAGE/DESCRIPTION OF

EMPLOYEES: It applies to all employees at Norco Pauls Milk, Australasian Meat Industry Newcastle and Northern Branch, the Automotive Food, Metals, Engineering, Printing and Kindred Industries, Australian Manufacturing Workers, and the Federated Clerks Union of Australia

PARTIES: Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch -&- Federated Clerks' Union of Australia, New South Wales Branch, Norco Pauls Joint Venture, The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch



NORCO PAULS MILK Joint Venture

**ENTERPRISE AGREEMENT
(Raleigh Operations, N.S.W.)**

1999 - 2001

**Registered
Enterprise Agreement
Industrial Registrar**

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1 - ARRANGEMENT

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PART A

2 - TITLE

The title of this agreement shall be the 'Norco Pauls Milk Joint Venture Enterprise Agreement (Raleigh Operations, NSW), otherwise referred to herein as the 'Agreement'.

3 - APPLICATION

The Parties to this Agreement are Norco Pauls Milk Joint Venture (Pauls Trading Pty Ltd, Dairyfields Limited and Norco Co-operative Limited) the 'Company', the Australasian Meat Industry Employees' Union, Newcastle and Northern Branch, the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (Australian Manufacturing Workers' Union), and ~~the Australian Services Union, NSW Clerical and Administration Branch.~~

REGISTERS
10/11/99
10/11/99

4 - DATE AND PERIOD OF APPLICATION

This Agreement shall operate from the first day of May 1999 and shall remain in force until 30 April 2001.

The parties agree to commence negotiations for any future Enterprise Agreement no later than three months prior to the expiry date and to do so in good faith.

5 - AIMS AND OBJECTIVES OF THE AGREEMENT

- 5.1 The parties to this Agreement are committed to achieving improvements in productivity, efficiency and flexibility which in turn will significantly increase the company's competitiveness and offer secure and worthwhile employment for its employees.
- 5.2 To achieve this, it is recognised that both unions and management need to adopt a consultative and participative approach to implement this increased and sustained productivity across all areas of the operation.
- 5.3 The objectives of this Agreement are;
- to involve all employees in the responsibility for safety of themselves and their fellow employees;
 - to further develop our culture toward excellence in customer service.
 - to improve the efficiency and productivity of the enterprise by ensuring management and labour practices are more closely attuned to current and future needs and objectives of the enterprise;
 - to promote discussion and agreement of measures towards achievement in the Total Quality Management and Accreditation process;
 - to ensure that productivity definitions and measures are broadened to incorporate:
 - * Safety;
 - * Customer Service;
 - * Quality;
 - * Innovation;
 - * Timeliness/Cost; and
 - * Reduction of waste.



- to develop an environment of continuous improvement which is conducive to a flexible organisation able to respond to changing demands in industry; and
- to provide a climate for employees to develop a broader range of skills thereby maximising rewards to employees, career opportunities and security of employment.

6 - CONTINUOUS IMPROVEMENT/FLEXIBILITY

6.1 General

Work will be performed within the classification structure limited only by the following:

- the employee's possessing any required licence or certificate;
- an employee's competence to perform such work;
- that the work can be performed safely, having regard to the individual and the organisation as a whole; and
- all employees with certified training and work experience will undertake the main tasks and other tasks which are incidental, peripheral, practical and appropriate to their main task.

6.2 Safety

The company has a commitment to adhere to the highest standards for the safe operation of facilities and the protection of the environment, its employees, customers and the general community. The company strongly believes that all accidents and injuries are preventable. Safety is a fundamental part of each employee's responsibilities, thus, compliance with company safety principles and procedures is a condition of employment.

6.3 Customer Service

To achieve continuous improvement in developing our customer service culture, all parties commit to actively participate in both internal and external customer service improvement programs/initiatives. The parties commit to the goal to understand our ever changing business better, to understand the needs of our customers and be in a position to respond to the needs of customers not yet known.

6.4 Flexibility

The parties commit to continue to operate in an environment that is flexible, adaptable and responsive, across the operation, to ensure we continue to meet dynamic customer and market requirements.

6.5 Continuous Improvement

The parties are committed to achieving continuous improvement through enhanced communication with both our internal and external customers. Further to this, the parties will endeavour to provide the right solution in an effective way and deliver it with service excellence consistently.

6.6 Leave for Special Events

The Company recognises that occasionally employees have the opportunity to take part in a special event.



With the approval of the Supervisor, on the giving of at least one week's notice, the employee may, without loss of ordinary pay, take special event leave of up to one shift.

The taking of such special event leave shall not incur extra costs by way of overtime or casual staff to the Company nor shall the taking of such leave affect productivity.

This provision shall be monitored by the Consultative Committee and Management to ensure it remains a source of team building and decision making at the Supervisor level.

For the purposes of this subclause, "Special Event" shall mean a family related or sporting event/activity as agreed to between the employee, team and Supervisor.

7 - CONTRACT OF EMPLOYMENT

- (i) An employee shall be engaged either fulltime, part-time or casual and each employee shall be notified before commencing work the nature of their employment with the company.
- (ii) For all employees (other than casuals) employment shall be terminated by the employee by the provision of one week's written notice; or by the forfeiture of an amount equal to the ordinary time earnings for the period where notice was not properly provided. The company may elect to pay out some or all of an employee's notice.

If the employee is to be subject to immediate dismissal, there is no requirement for any notice period to apply.

In all other circumstances, the appropriate pay in lieu of notice should be paid to the employee in accordance with the following table:

Length of Continuous Service:	Applicable Notice:
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

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

- (i) This Clause shall not affect the right of the company to:-
 - (a) deduct payment for any day or portion thereof during which an employee is stood down by the company as a result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee;
 - (b) dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty, or misconduct and in such cases wages shall be payable up to the time of dismissal only.



8 - DEFINITIONS

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

- (i) Casual Employee shall mean an employee engaged by the hour.
- (ii) Part-time Employee shall mean an employee who works less than 38 ordinary hours per week, under a part-time work agreement and is not a casual employee,. A part-time employee is a person, paid weekly, with a contract of employment based on less than 38 hours per week and is ongoing until terminated by either party per Clause 7(ii). A written agreement between the employee and the company will be established.
- (iii) Weekly Employee shall mean an employee paid by the week.
- (iv) Day worker shall mean an employee whose ordinary hours of duty are worked in accordance with subclauses (i) and (ii), of Clause 11 - Hours of Work, of this Award.
- (v) Shift worker shall mean an employee, other than a day worker, working on a one, two or three shift system.

9 - WAGES

Wage Increases:

- 9.1 The company agrees to pay for the life of the Agreement an 8% wage increase. It shall be paid in the following manner provided that the aims and objectives of the Agreement are fulfilled:

1 January 1999	3%
1 November 1999	1%
1 May 2000	2½%
1 November 2000	1½%

- 9.2 The company also gives a commitment to review current skills and qualifications required and possessed on the site. The outcome of this review will be presented to the parties on or before 1 July 2000.

9.3 Performance Related Bonuses

9.3.1. A once off payment will be calculated as a percentage of ordinary and overtime payments made to each employee during the period 1 November 1999 to 31 October 2000. The bonus to be paid not later than 15 December 2000 will be based on Key Performance Indicator(s) developed by the Consultative Committee. Calculation of the bonus shall be as follows,

- Where the key performance indicator measures an outcome of less than or equal to 2.5%, the bonus percentage shall be nil
- Where the key performance indicator measures an outcome of between 2.5% and 5%, then the bonus percentage shall be the quantum above 2.5%
- Where the key performance indicator measures an outcome of greater than 5%, then the bonus shall be 2.5%

The once off payment will be made only to permanent employees who are in the employ of the employer at the date of payment. The Consultative Committee shall advise whether any bonus payable will be paid on an individual or team basis.



9.3.2. A once off payment will be calculated as a percentage of ordinary and overtime payments made to each employee during the period 1 November 2000 to 31 October 2001. The bonus to be paid not later than 15 December 2001 will be based on Key Performance Indicator(s) developed by the Consultative Committee. Calculation of the bonus shall be as follows,

- Where the key performance indicator measures an outcome of less than or equal to 2.5%, the bonus percentage shall be nil
- Where the key performance indicator measures an outcome of between 2.5% and 5%, then the bonus percentage shall be the quantum above 2.5%
- Where the key performance indicator measures an outcome of greater than 5%, then the bonus shall be 2.5%

The once off payment will be made only to permanent employees who are in the employ of the employer at the date of payment. The Consultative Committee shall advise whether any bonus payable will be paid on an individual or team basis.

Basic Wage:

This Agreement, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage as set in Part B, Monetary Rates. The said basic wage is subject to variation in accordance with the provisions of subsection (2) of section 14 of the Industrial Relations Act 1991. Upon any such variation, rates of wages prescribed by this award are subject to variations pursuant to section 15 of the said Act to the extent necessary to give effect to the change in the said basic wage.

(i) Adults

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

Production Employee 1	Item 1
Production Employee 2	Item 2
Production Employee 3	Item 3
Production Employee 4	Item 4
Foreperson	Item 5
Maintenance Employee 1	Item 6
Maintenance Employee 2	Item 7
Maintenance Employee 3	Item 8
Maintenance Employee 4	Item 9
Administration Employee 1	Item 10
Administration Employee 2	Item 11
Administration Employee 3	Item 12
Administration Employee 4	Item 13

(ii) Juniors

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



Under 16 years of age	51%
Under 17 years of age	58%
Under 18 years of age	67%
18 years and over	Adult Rate except Retail and Clerical employees
Under 19 years of age 1/7/96	\$298.20 for Junior Clerical and Retail employees
Under 20 years of age 1/7/96	\$351.90 for Junior Clerical and Retail employees
Under 21 years of age 1/7/96	\$386.80 for Junior Retail employees

(iii) Casual Employees

- (a) For all ordinary time worked on any one day, a casual employee as defined shall be paid at an hourly rate ascertained by dividing the weekly rate prescribed for an employee of the level at which he or she works by 38, plus 20%.
- (b) Casual employees shall be guaranteed four (4) hours pay at the casual rate for each start.

The company gives a commitment that during the life of this Agreement a review of casual employee status will be carried out to give more certainty, where possible, to casual employees. The company will carry out such review considering all factors relevant to the long term growth of the organisation.

(iv) Part Time Employees

A part time employee shall receive all the benefits of a weekly employee in proportion to the hours they work.

10 - ALLOWANCES

(i) Leading Hands - Production Employees

Dairy Production Employees engaged as leading hands shall in addition to the appropriate rate of pay prescribed by this Agreement be paid the amounts set out in Items 14 & 15 of Table 7:-

In charge of more than two but not more than ten employees	Item 14
In charge of more than ten employees	Item 15

Leading Hands - Maintenance Employees

Maintenance Employees engaged as leading hands shall in addition to the appropriate rate of pay prescribed by this Agreement be paid the amounts set out in Items 16 to 18 of Table 7:-

In charge of more than three but not more than ten employees (3-10)	Item 16
In charge of eleven but not more than twenty employees (11-20)	Item 17
In charge of more than twenty employees (21+)	Item 18

Provided that this subclause shall not apply to an employee classified and paid as a Head Packer (unless such employee is in charge of other than Packers); Production Team Coordinator or Storeperson in Charge.



- (ii) Employees operating more than two condenser or evaporating pans or ovens shall be paid a rate set out in Item 19 of Table 7 per week per pan or oven extra.
- (iii) Employees washing condenser pans, condenser or vacuum holding vats or evaporators shall be paid a rate set out in Item 20 of Table 7 for each fast clean and shall be paid a rate set out in Item 20 of Table 7 for each full clean.
- (iv) Junior employees operating the majonnier test shall be paid a rate per week set out in Item 21 of Table 7.
- (v) Junior employees working in a laboratory, other than one employed as a cleaner or a bottle washer shall be paid per week a rate set out in item 22 of Table 7.
- (vi) An employee operating a pedestrian stacker shall be paid an additional amount at the rate per week set out in Item 23 of Table 7.
- (vii) An employee operating a pedestrian forklift shall be paid an additional amount at the rate per week set out in Item 24 of Table 7.
- (viii) First Aid Allowance

An employee who has been trained to render first-aid and who is the current holder of an appropriate first aid qualification (such as a certificate from St John's Ambulance or similar body) shall be paid the rate as set out in Item 25 of Table 7 if he or she is appointed by the company to perform first aid duty.

11 - HOURS OF WORK

- (i) Day Workers:
 - (a) The ordinary working hours of a day worker, excepting Sales and Distribution, shall be thirty eight per week to be worked continuously except for meal breaks, Monday to Friday inclusive, between the hours of 6am and 6pm.
 - (b) The ordinary working hours of a day worker, who is a Sales and Distribution Employee, shall be thirty eight per week to be worked continuously except for meal breaks, Monday to Saturday inclusive between the hours of 5.30am and 7pm. Sales and distribution employees will be given two weeks' notice of the company's intention to work Saturdays as ordinary hours at a sales and distribution centre. Less than 2 weeks notice may be given if a majority of employees at the centre agree.
 - (c) 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.
 - (d) By agreement between the Parties and the majority of employees concerned, ordinary hours not exceeding twelve (12) on any day may be worked subject to:
 - (1) The Parties being guided by the occupational health and safety provisions of the ACTU Code of Conduct for 12 hour shifts;
 - (2) suitable roster arrangements being made; and
 - (3) proper supervision being provided.



- (e) Part-time employees working less than eight hours on any day may be offered additional hours of work, up to a total of eight for the shift, prior to completion of that rostered shift. These additional hours will be paid at ordinary rates. The total number of ordinary hours will not exceed thirty eight in any week.
- (ii) Shift Workers:
- (a) The ordinary working hours of shift workers shall not exceed an average of:
- (1) thirty eight per week; or
 - (2) seventy six in fourteen consecutive days; or
 - (3) one hundred and fourteen in twenty-one consecutive days; or
 - (4) one hundred and fifty two in twenty-eight consecutive days.
- (b) Notwithstanding the spread of hours prescribed for day workers by subclause (i) (a) of this clause, the company and the unions party to this Agreement, may implement mutually agreeable shiftwork provisions in any work unit to meet the circumstances of that work unit.
- (c) Notwithstanding anything elsewhere contained in this clause the start time of shift workers may be varied by the company with seven days notice, or otherwise with the agreement of the majority of employees in the work unit for the purposes of meeting the company's needs.
- (iii) All employees:
- (a) Notwithstanding other provisions of this clause the company may implement a thirty eight hour week in any one of the following ways:
- (1) One day off after 19 days (when the provisions of Clause 12 - Thirty Eight Hour Week, of this Agreement shall apply), or
 - (2) any other agreed method of implementation.
- (b) The company shall advise the Secretary of the respective Unions, of details of the hours of work from time to time effective, for day workers and shift workers.

12 - THIRTY EIGHT HOUR WEEK

Subject to Clause 11 - Hours of Work, the company may implement the hours provision in one of the following ways:-

- (i) One day off after 19 days:

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

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

- (b) The company shall prepare a roster of days to be taken off as leisure time which will always remain as a notice of advice.
 - (c) The company, with the agreement of the employees concerned, may substitute the day employee(s) are to take off for another day.
 - (d) An employee on planned leisure time off which coincides with a stand down or strike day, shall be paid for the credit of leisure time which was rostered off.
 - (e) In the event of sickness occurring on pre-arranged leisure time, no sick leave deductions will be made, however, the employee shall be paid the leisure payment for that day.
 - (f) For the purposes of leisure time all allowances (except shiftwork allowances) shall be paid as actually worked.
 - (g) All accrued credits as a result of the 0.4 credit towards leisure time will be paid out on the termination of each employee's employment.
 - (h) Payment for a public holiday which falls on a rostered day off or a short day will be for the ordinary hours the employee would have received had he or she been at work on that day. The rostered day off or short day may be rescheduled by agreement between the company and the majority of employees in the work unit.
 - (i) Where the Company and the employee agree, rostered days off, which occur as a result of employees working in accordance with the provisions of this subclause, may accumulate to a maximum of 5 days. These accumulated days may be taken at any time mutually agreed between the Company and employee and shall be taken within 6 months of accrual.
- (ii) Other Agreed Methods of Implementation:

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

13 - MEAL BREAKS

- (i) Day workers shall be allowed not less than thirty minutes nor more than one hour between the hours of 11am and 2.30pm on each working day for the purpose of taking a meal. Such meal breaks may be staggered within each particular work area in order that full production may be maintained wherever possible.
- (ii) Shift workers shall be allowed an interval of twenty minutes each shift for crib at a time agreed upon by the company and the Union, such interval to be counted as time worked and paid for as such.
- (iii) An employee who is called upon to work for more than one hour after his/her normal ceasing time shall be allowed not less than 30 minutes for a meal break (or twenty minutes for a crib in the case of shift workers) which shall be taken immediately after the normal ceasing time.
- (iv) An employee who is required to work overtime before or after his/her ordinary hours for more than one hour without being notified on the previous day that he or she will be so required to work shall be paid an allowance as set out in Item 26 of Table 7.

If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he or she shall be paid as above prescribed for meals which he or she has provided but which are surplus.

- (v) Where an employee is required to work during his/her meal period he/she shall be paid at the rate of double time for work so performed.
- (vi) Not more than five hours shall be worked without a break for a meal or interval for crib.



- (vii) Any payment for a meal under this Clause shall be in addition to any overtime payment under Clause 16 - Overtime, of this Award.

14 - SHIFT ALLOWANCE AND SHIFT WORKERS

- (i) Employees who are shift workers working on any day of the shifts as defined in this Clause shall in addition to their ordinary rates of pay for the classifications prescribed in Clause 9 - Wages, of the Award, for each shift be paid allowances as set out in the following items of Table 7:-
- (a) Early Morning Shift - Item 27
 - (b) Afternoon Shift - Item 28
 - (c) Night Shift - Item 29
 - (d) Permanent Night Shift on a continuous non-rotating 24 hour, 7 day roster - Item 30
- (ii) For the purpose of this Clause:
- (a) Early morning shift shall mean a shift finishing after 9am and before 2pm and for the purposes of preparing mixes may commence at 4am.
 - (b) Afternoon shift shall mean a shift finishing after 6pm and at or before midnight.
 - (c) Night shift shall mean a shift finishing subsequent to midnight and at or before 9am.

15 - INDUSTRY CONDITIONS

Working in Cold Temperatures -

- (a) Any employee working in an area at an artificially reduced temperature of less than two degrees Celsius shall be paid an allowance as set out in Item 31 of Table 7 or for each hour or part thereof.
- (b) 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 rooms, in lieu of the specific payments by this Clause.
- (c) The amounts provided by this Clause each stand alone and are not cumulative.

Supply of Protective Clothing, Knives and Accessories

- (i) The company shall each year supply, free of cost, uniforms and head covers to each employee where required to be worn; on a fair wear and tear basis.
- (ii) Where the duties of an employee require the use of gloves they shall be supplied free of cost by the company.
- (iii) (a) Subject to paragraph (b), of this subclause, an employee whose work is performed under wet conditions or who works in all weathers shall be supplied, free of cost, according to the nature of his/her work, with waterproof aprons, gumboots, or oilskins. "Wet conditions" means conditions in which clothing or boots of an employee would in the absence of protective clothing, become saturated with moisture in the course of his/her work.

(b) Where the Union and the company agree that the company will supply, free of cost to an employee leather boots because of the wetness associated with the employee's work and the company so supplies such leather boots, the company shall not be required to supply to the employee gumboots pursuant to paragraph (a), of the subclause.
- (iv) Any employee applying for new gloves, aprons, boots, or outer garments, knives, steels, pouches, or accessories who fails to return corresponding articles last issued to him/her shall



not be entitled to same, without payment therefore at a reasonable price. The reasonable price shall be determined by agreement between the company and the employee(s) concerned.

- (v) Upon termination of employment an employee shall be required to return to the company the articles last issued to him/her in pursuance of this Clause and in the event of his/her failure to do so without reasonable cause or excuse, the company shall be entitled to deduct from any monies due to the employee a fair and reasonable sum for the value of such articles as at the time of the termination of employment.

16 - OVERTIME

- (i) All time worked outside the ordinary rostered working hours shall be overtime, and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter; provided that a shift worker called upon to work on a rostered day off, other than a Sunday, or a day worker on a five-day week, Monday to Friday inclusive, called upon to work on Saturday shall be paid time and one-half for the first two hours and double time thereafter for work on such rostered day off or Saturday respectively.
- (ii) An employee who is directed and does attend to work overtime at the hours required by the company on Saturday, his/her rostered day off, 25 December or Good Friday shall be paid a minimum of four hours at the appropriate rates of pay.
- (iii) Where overtime commences on one calendar day and extends into the following calendar day, the whole period of overtime shall be deemed to have been worked on the former day for the purposes of calculation of overtime.
- (iv) An employee who is called back to work overtime after leaving the company's premises (whether notified before or after leaving the premises), shall be paid a minimum of two hours at the appropriate overtime rate for each period so recalled.

(v) Rest Period After Overtime

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

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

(i) Time Off in Lieu of Overtime Worked

Where a Sales and Distribution or Administration employee performs duty on overtime the employee may, at his/her request and with the agreement of the Company, subsequently be released from duty in ordinary hours subject to the following conditions:

- (a) The agreement shall be in writing and be kept with the time and wages records;



- (b) Where an employee takes subsequent time off the relevant and equivalent period of overtime shall be paid for at ordinary rates of pay. All other overtime worked for which time off is not taken shall be paid for at the appropriate overtime rate otherwise provided in this agreement;
- (c) Where an employee elects to take any period(s) of time off in ordinary hours in accordance with this clause such time off shall be without pay and shall equate to the relevant period(s) of overtime worked;
- (d) Payment for any period(s) of overtime worked and in relation to which the employee elects to take time off may be paid by the employer to the employee in the pay period in which the time off is taken;
- (e) An employee may not accumulate more than 24 hours of equivalent time off which shall be taken within four weeks of its accrual. Where such time off is not taken the period(s) of overtime shall be paid for in the next relevant pay period at the appropriate overtime rate otherwise applicable.

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

- (i) All time worked on Saturday which is not overtime, shall be paid for at the rate of time and one-half.
- (ii) All time worked on Saturday, which is overtime, shall be paid in accordance with Clause 16 - Overtime, of this Award.
- (iii) All time worked on Sunday which is not overtime, shall be paid for at the rate of time and one-half.
- (iv) All time worked on Sunday which is overtime, shall be paid for at the rate of double time.
- (v) Any employee who is directed and does attend for duty on Sunday at the hours required by the company and which is not included in his/her ordinary rostered hours for the week, shall be paid a minimum of four hours at the appropriate rate of pay.
- (vi) The extra rates prescribed by subclauses (i) and (iii) of this Clause, shall be in substitution for and not cumulative upon the shiftwork premiums prescribed in Clause 14 - Shift Allowances for Shift Workers, of this Award.

19 - HOLIDAYS

- (i) The following days shall be holidays for the purpose of this Award, and no deduction shall be made from the wages of weekly hands in respect thereof, namely: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day - April 25, Queen's Birthday, Eight Hour Day, Christmas Day - December 25, Boxing Day, the Picnic Day of the Union to be taken on the first Monday of November and any day proclaimed and observed as a holiday for the State.
- (ii) For each holiday which occurs on a working day an employee shall be deemed to have worked such number of ordinary hours as he/she would have worked had the day not been a holiday.



- (iii) Subject to subclause (iv), of this Clause, all time worked on Good Friday, Anzac Day - April 25, and Christmas Day - December 25, shall be paid for at the rate of double time in addition to the weekly wage: all time worked on other holidays shall be paid for at the rate of double time and a half; provided, however, that for all time worked on Good Friday, Anzac Day - April 25, and Christmas Day - December 25, in the excess of the hours which would have been ordinary rostered hours, had the day in question not been a holiday, shall be paid for at treble time.
- (iv) Notwithstanding the provisions of subclause (iii), of this Clause, the company may elect either:-
 - (a) to give employees two weeks leave of absence per annum at ordinary rates; or
 - (b) to give employees one weeks leave of absence per annum at ordinary rates and also to pay them one weeks wages; in lieu of making extra payment, prescribed in subclause (iii), for holidays.

Where the company elects to observe either of such alternatives the company shall make additional payment for those hours which would have been ordinary rostered hours had the day in question not been a holiday as under:-

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

For all other holidays, half rates in addition to the weekly wage.

Time worked on any holiday in excess of the hours which would have been ordinary rostered hours had the day in question not been a holiday shall be paid for at the rate of double time and one-half.

- (v) The company's election under subclause (iv) shall be notified to the Union within fourteen days of such election and shall also, within the same time, be notified to the employees by posting in a place conveniently accessible to them. The company's election may apply to either the whole of the plant or to a section or sections therein.

Where the company has exercised an election under this subclause, the employees whose services are terminated shall at the time of such termination, be paid in accordance with subclause (iii), of this Clause, in respect of all holidays standing to his/her credit.

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

- (vi) Where the company has not elected to work under paragraphs (a) and (b), of subclause (iv), of this Clause, and an employee is rostered off duty on any of the holidays mentioned in subclause (i), of this Clause, shall be paid one day's pay or have one day added to his/her annual leave for each holiday rostered off duty.
- (vii) Annual leave, as prescribed by the Annual Holidays Act, 1944, shall not form any part of the leave of absence prescribed by subclause (iv), of this Clause. Where annual leave or any portion thereof is allowed in conjunction with leave prescribed by subclause (iv), of this Clause, the first part of such combined leave shall, to the extent of annual leave allowed pursuant to the Annual Holidays Act, 1944, be deemed to be leave pursuant to the said Act.
- (viii) An employee absent without leave or reasonable excuse on the working day before a holiday prescribed herein, or the working day after such holiday shall forfeit wages for the days of absence and for the holiday.

20 - ANNUAL LEAVE

See Annual Holidays Act, 1944.



21 - ANNUAL LEAVE LOADING

- (i) This Clause applies only in relation to annual holidays to which employees become or have become entitled.
- (ii) In this Clause the Annual Holiday Act, 1944, is referred to as "the Act".
- (iii) Before an employee is given and takes his/her annual holiday, or, where by agreement between the company and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the company shall pay his/her employee a loading determined in accordance with this Clause. (NOTE: this obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vii).)
- (iv) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this Award.
- (v) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act and this Award (but excluding leave or leave and payment pursuant to subclause (iv) of Clause 19 - Holidays, herein, and also excluding days added pursuant to subclause (vi) of the Clause 19, to compensate for public or special holidays falling on an employee's rostered day off not worked) and which commences on or after the date of operation of this Award, or where such a holiday is given and taken in separate periods, then in relation to each such separate period. (NOTE: See subclause (vii) of this Clause as to holidays taken wholly or partly in advance.)
- (vi) The loading is the amount payable for the period or separate period, as the case may be, stated in subclause (v) at the rate per week of 17.5% of the appropriate ordinary time weekly rate of pay prescribed by this Agreement for the classification in which the employee was employed pursuant to subclauses (i), (ii) and (iv) of Clause 9 - Wages, herein, as the case may be, immediately before commencing his/her annual holiday together with, where applicable, the leading hand allowances pursuant to Clause 10 and the extra rates pursuant to subparagraphs (4) and (5) of paragraph (a) of subclause (v) and the extra rates pursuant to paragraph (b) of the said subclause (v) of the said Clause 9, but shall not include the shift allowances prescribed by Clause 14 - Shift Allowances for Shift Workers, herein, the rate for Saturday and Sunday ordinary work pursuant to subclauses (i) and (iii) and Clause 18 - Saturday and Sunday Work, herein, any other allowances, penalty rates, overtime rates or any other payment prescribed by this Award.
- (vii) No loading is payable to an employee who takes an annual holiday wholly or partly in advance, provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (vi) of this clause applying the agreement rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance and the entitlement to the holiday arises on or after the date of operation of this Award.
- (viii) Where, in accordance with the Act and after the date of operation of this Award, the company's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:-
 - (a) An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (vi) of this Clause;
 - (b) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act such proportion of the loading that would have been payable to him/her under this Clause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to five.

- (ix) (a) When the employment of an employee is terminated by the company after the date of operation of this Award for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled, shall be paid a loading calculated in accordance with subclause (vi) for the period not taken.
- (b) Except as provide by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.
- (x) This Clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker pursuant to subclause (ii) of Clause 11 - Hours of Work, of this Award, if he/she had not been on annual holidays, provided that if the amount to which the employee would have been entitled by way of allowances for shifts pursuant to Clause 14 - Shift Allowances for Shift Workers, herein, and the rates for Saturday and Sunday shifts pursuant to Clause 18 - Saturday and Sunday Work, herein, for ordinary shifts which would have been worked according to the shift roster, if he/she had not been on annual holiday (not including time on a public or special holiday pursuant to Clause 19 - Holidays, herein) exceeds the loading calculated in accordance with this Clause, then that amount shall be paid to the employee in lieu of the loading.

22 - LONG SERVICE LEAVE

See Long Service Leave Act, 1955.

23 - SICK LEAVE

- (i) An employee, in continuous service with the company, who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary rates of pay for the time of such non-attendance subject to the following:-
 - (a) shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation, provided however, that the company shall pay to such an employee, if the employee so requests, and who has sick leave entitlement under this clause, the difference between the amount received as workers' compensation and full pay. If the company pays such difference the employee's sick leave entitlement under this clause shall, for each week during which such difference is paid be reduced by that proportion of thirty eight hours which the difference paid, bears to full pay.
 - (b) shall, as soon as is reasonably possible so as to allow the company to make alternative arrangements and within twenty-four hours of the commencement of such absence, inform the company of his/her inability to attend for duty and as far as possible state the nature of the illness or incapacity and the estimated duration of the same.
 - (c) shall prove to the satisfaction of the company (or in the event of a dispute the Conciliation Committee) that he/she is or was unable on account of such illness or incapacity, to attend for duty on the day or days for which payment under this Clause is claimed.
 - (d) An employee with more than twelve months service shall be entitled, in respect of any year of continued employment to sick pay of ten (10) working days. An employee with less than twelve months service shall be entitled, in respect of the first year of continued employment to sick pay of five (5) working days. Any period of paid sick leave allowed by the company to the employee in any such year shall be deducted from the period of sick leave which may be allowed or carried forward in this Award in respect of such year.
- (ii) The rights under this Clause shall accumulate from year to year so long as the employment continues with the company so that any part of leave pursuant to paragraph (d) of subclause (i), hereof, which has not been allowed in any year may be claimed by the employee and shall

be allowed by the company, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment.

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

24 - PAYMENT OF WAGES

- (i) All employees shall be paid weekly in the company's time not later than Friday of each week; provided, however, that the pay period specified herein may be varied at any time by arrangement between the Union and the company, but at no time will the company hold more than two days in hand.
- (ii) Notwithstanding the provisions of 24(i) above, upon implementation of SAP, the payroll system will change to calculate the pay period weekly commencing midnight Sunday and concluding the following midnight Sunday. Payment to employees will be deposited on Wednesday of the following week.
- (iii) The company may elect to pay the employee by cheque, direct deposit to personal account by electronic funds transfer or cash.

25 - REST PAUSES

- (i) A rest pause of ten minutes each forenoon and a rest pause of ten minutes each afternoon shall be allowed each day worker.
- (ii) A rest pause of ten minutes during the first part of the shift and a rest pause of ten minutes during the second part of the shift shall be allowed each shift worker.
- (iii) Rest pauses shall be taken at such times as may be mutually arranged between the company and the Union and may be staggered to suit the particular work requirements of each section so that full production levels may be maintained.
- (iv) Rest pauses shall be counted as time worked and shall be paid for as such.

26 - ACCOMMODATION

- (i) The company shall provide for the use of the employees:-
 - (a) a dressing room containing hot and cold showers;
 - (b) adequate lockers fitted with lock and key;
 - (c) where females are employed a rest room with suitable resting facilities for their use;
 - (d) facilities for boiling water for meals and at rest pauses (unless boiling water is supplied by the company);
 - (e) where so requested by ten or more employees, who regularly use bicycles for transport to and from their employment, a suitable structure for storing bicycles with protection from sun and rain.
- (ii) The company, with the co-operation of the employees, shall cause all accommodation to be kept in a clean and sanitary condition.

