



NICHOLS
POULTRY

**NICHOLS POULTRY
PROCESSING**

ENTERPRISE AGREEMENT 2023

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PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is known as the *Nichols Poultry Processing Enterprise Agreement 2023*.

2 PARTIES BOUND

- (a) This Agreement covers and applies to:
 - (i) Nichols; and
 - (ii) Subject to clause 2(b), employees of Nichols who are employed at a poultry processing site at Sassafras within the classifications contained within Schedule 1.

 - (b) This Agreement does not cover or apply to employees employed:
 - (i) in maintenance roles;
 - (ii) as farm staff;
 - (iii) in administrative roles; and
 - (iv) as trainees or apprentices.
-

3 DEFINITIONS

Agreement means this agreement.

Base Wage means the Base Wage as set out in Clause 12.1.

Casual Employee means an employee engaged on a casual basis pursuant to Clause 5.4.

FWC means the Fair Work Commission, or any successor to that entity.

Immediate Family means:

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

NES means the National Employment Standards under the Fair Work Act 2009 (Cth) or any successor to that Act.

Nichols means Nichols Poultry Pty Ltd (ABN 81 092 929 890).

Public Holiday has the meaning given to it by clause 22.

Union means the United Workers Union, PO Box 159, Devonport. 7310.

4 OPERATION OF THE AGREEMENT

4.1 Term of Agreement

- (a) This Agreement shall operate from the first full pay period 7 days after FWC approval.
- (b) The nominal expiry date of this Agreement is 30 June 2025.

4.2 Relationship to National Employment Standards

- (a) Nothing in this Agreement will operate to provide a less favourable outcome for employees in a particular respect than that provided by the NES.
 - (b) Employee entitlements under this Agreement:
 - (i) apply unless a superior condition applies in accordance with the NES; and
 - (ii) are provided in satisfaction of, and not in addition to, entitlements under the NES.
-

4.3 Renegotiation of Agreement

Nichols, the employees and the UWW agree to commence negotiations for a new Enterprise Agreement to succeed this Agreement at least 3 months before the nominal expiry date of this Agreement. The parties intend to conclude these negotiations prior to the nominal expiry date.

PART 2 – EMPLOYMENT CONDITIONS

5 TERMS OF EMPLOYMENT

5.1 Types of employment

- (a) An employee may be engaged by Nichols as a:
 - (i) full-time employee;
 - (ii) part-time employee; or
 - (iii) casual Employee.

5.2 Full-time employment

A full-time employee's ordinary hours of work are an average of 38 hours per week.

5.3 Part-Time employment

- (a) A part-time employee is an employee who:
 - (i) is engaged to work an average of fewer than 38 ordinary hours per week; and
 - (ii) receives, on a pro rata basis, equivalent pay and conditions to those of a full-time employee who does the same kind of work.
- (b) Nichols will inform a part-time employee of their ordinary hours of work and starting and finishing times.
- (c) A part-time employee's rostered hours of work can be altered by agreement or by a minimum of 48 hours' notice.
- (d) A part-time employee must be engaged for a minimum of 4 consecutive hours on any day or shift.

5.4 Casual employment

- (a) A Casual Employee is employed by the hour, on an as is and when is required basis.
- (b) For each engagement, a Casual Employee must be paid for a minimum of 3 hours.
- (c) A Casual Employee is paid an hourly rate for each hour worked, that hourly rate being taken from the appropriate Base Wage.
- (d) A Casual Employee is paid a loading of 25% on their hourly rate.
- (e) Where any other penalty is payable for working ordinary hours the calculation of such penalty must be based on the minimum hourly wage for the classification. The casual loading is not paid for overtime or time worked on Saturday, Sunday or a Public Holiday.
- (f) A Casual Employee is not entitled to any paid leave entitlements contained in this Agreement except for long service leave as provided for by the Long Service Leave Act (Tas) 1976.
- (g) Where full-time or part-time employment becomes available at Nichols, casual employees who possess the relevant skills for the role will be notified by Nichols of the vacancy and, if the employee expresses interest in the position, will be considered based on the criteria of skills, experience, qualifications, attitude and reliability prior to external applicants.
- (h) Nichols will ensure that casuals that are no longer being utilised are advised when they are no longer required on the casual register.

5.5 Conversion of Casual Employment

- (a) Casual workers, including those engaged by a labour hire company, who are employed on a regular basis for a period of longer than twelve months will be offered permanent employment.

6 INDIVIDUAL FLEXIBILITY AGREEMENT

- (a) Nichols and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (i) the agreement deals with 1 or more of the following matters:
 - (A) arrangements about when work is performed;
 - (B) overtime rates;
 - (C) penalty rates;
 - (D) allowances;
 - (E) leave loading; and
 - (ii) the arrangement meets the genuine needs of Nichols and the employee in relation to 1 or more of the matters mentioned in clause 6(a)(i); and
 - (iii) the arrangement is genuinely agreed to by Nichols and employee.
- (b) Nichols must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the *FW Act*; and
 - (ii) are not unlawful terms under section 194 of the *FW Act*; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) Nichols must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of Nichols and the employee; and
 - (iii) is signed by Nichols and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - (A) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (B) how the arrangement will vary the effect of the terms; and
 - (C) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- (d) Nichols must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) Nichols or the employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days' written notice to the other party to the arrangement; or
 - (ii) if Nichols and the employee agree in writing—at any time.

PART 3 – HOURS OF WORK AND OVERTIME

7 HOURS OF WORK

7.1 Ordinary hours of work and rostering

Except as provided elsewhere in this Agreement, the ordinary hours of work for an employee are an average of 38 hours per week but not more than 10 hours per day or 152 hours over 28 days.

7.2 Day workers

- (a) The ordinary hours of work for a day worker may be worked on any or all of the days of the week Monday to Friday. The days on which ordinary hours are worked may include Saturday and/or Sunday subject to agreement between Nichols and the majority of employees concerned or between Nichols and an individual employee. If agreement is reached in accordance with clause 7.2 the additional rates in clause 7.3 apply.
- (b) The ordinary hours of work are to be worked continuously, except for meal and rest breaks, at the discretion of Nichols between the hours of:
 - (i) 4.00am to 4.00pm for Evisceration employees;
 - (ii) 6.00am to 6.00pm for Production employees;
 - (iii) 6.30am to 6.30pm for Tray Pack, Value Add and Dispatch employees.

7.3 Shiftworkers

- (a) Definitions
 - (i) Early morning shift means a shift of ordinary hours commencing at or after 2.00 am and before 4.00 am; and
 - (ii) Afternoon shift means a shift of ordinary hours finishing at or after the conclusion of the spread of ordinary hours and at or before midnight; and
 - (iii) Night shift means a shift finishing after midnight and at or before 8.00 am.
- (b) Hours of work

The ordinary hours for a shiftworker are up to 10 hours per day, inclusive of meal breaks, Monday to Sunday. By agreement between the employer and the majority of employees concerned the ordinary hours for a shiftworker may be up to 12 hours per day, inclusive of meal breaks, Monday to Sunday.
- (c) Shift rates

Other than for work on a Saturday, Sunday or public holiday, a shiftworker must be paid an additional amount of:

 - (i) 10% of the ordinary time rate for ordinary hours worked on an early morning shift;
 - (ii) 15% of the ordinary time rate for ordinary hours worked on an afternoon or night shift;
 - (iii) 25% of the ordinary time rate for ordinary hours worked on permanent night shift.
- (d) Overtime and public holiday rates
 - (i) A shiftworker who is required and works overtime must be paid overtime in accordance with clause 9 (Overtime).
 - (ii) A shiftworker who is required and works on a public holiday must be paid for a minimum of four hours at the rate of 250%.
- (e) Shift notice
 - (i) An employee must be given at least 48 hours' notice of a requirement to work shiftwork and any alteration to their hours of work. By agreement between an

- employer and an employee, the notice requirement may be waived.
- (ii) The hours for a shiftworker when fixed may be varied for breakdowns or other causes beyond the control of the employer.

7.4 Weekend and Public Holiday penalty rates

An employee who works ordinary hours on a Saturday, Sunday or Public Holiday must be paid an additional amount of:

- (a) 50% of the ordinary time rate for ordinary hours worked on a Saturday;
- (b) 100% of the ordinary time rate for ordinary hours worked on a Sunday; and
- (c) 150% of the ordinary time rate for ordinary hours worked on a Public Holiday.

7.5 Catcher employees

- (a) Catcher employees' ordinary hours of work are between 7.00pm and 7.00am; worked between Sunday pm and Friday am.
- (b) Catcher employees' ordinary hours will be averaged at 152 hours for a four week period.
- (c) The weekend and public holiday penalties and shift penalty rates in clauses 7.3 and 7.4 will not apply to Catcher employees. However, a catcher employer will receive a 30% loading for all ordinary hours worked.
- (d) If the regular rostered work pattern of Catcher employees is expected to change on an ongoing basis, Nichols will consult with Catcher employees about the changes and impact on the composite weekly rate of pay.

8 BREAKS

8.1 Meal breaks

An employee is entitled to an unpaid meal break on each day of work of not less than 30 minutes to be taken not later than six (6) hours after the commencement of work.

8.2 Rest breaks

An employee is entitled to one rest break of 20 minutes during each shift to be taken when operationally convenient.

8.3 Rest break prior to overtime

- (a) If an employee:
 - (i) has worked a shift that exceeds their ordinary hours; and
 - (ii) is required to work 2 or more hours overtime in accordance with clause 9 (Overtime);

the employee will be entitled to a paid 15 minute break before the commencement of the overtime.

- (b) If Nichols requires the employee to commence overtime without a break for operational reasons, in circumstances where they would otherwise receive a paid rest break under clause 8.3(a), Nichols will provide the employee with either:
 - (i) a paid 15 minute break at another point during the overtime; or
 - (ii) an additional 15 minute payment

9 OVERTIME

9.1 Payment for working overtime

Employees can reasonably refuse overtime but there may be instances, particularly when animal welfare issues exist, that the Company will require employees to work overtime. Except as provided for in clauses 9.4 and 9.5, (weekends and Public Holidays) for all work done outside of ordinary hours, the overtime rate is 150% for the first 3 hours and 200% thereafter.

9.2 Call-back

- (a) An employee recalled to work overtime after leaving Nichols' business premises (whether notified before or after leaving the premises) must be paid for a minimum of 3 hours at the overtime rates each time the employee is so recalled.
- (b) Clause 9.2(a) does not apply where it is customary for an employee to return to Nichols' premises to perform a specific job outside the employee's ordinary hours or where the overtime is continuous, subject to a reasonable meal break, with the completion or commencement of ordinary hours.

9.3 Rest period after overtime

- (a) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days.
- (b) An employee, other than a Casual employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of clause 9.3, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
- (c) If on the instructions of Nichols, an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at the rate of 200% until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- (d) The provisions of clause 9.3 apply in the case of a shiftworker as if 8 hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.

9.4 Weekend work

- (a) Overtime worked by an employee on a Saturday must be paid at the rate of 150% for the first 3 hours and 200% thereafter.
- (b) Overtime worked by an employee on a Sunday must be paid at the rate of 200%.
- (c) An employee required to work overtime on a Saturday or a Sunday must be paid for a minimum of 3 hours on a Saturday and 4 hours on a Sunday at the overtime rates.

9.5 Public Holiday work

An employee required to work overtime on a Public Holiday must be paid for a minimum of 4 hours at the rate of 250%.

9.6 Time off instead of payment for overtime

- (a) An employee and Nichols may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that Nichols and the employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.
- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked (i.e. an employee who works one hour of overtime will be entitled to one hour off).
- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and Nichols.
- (f) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (g) Nichols must keep a copy of any agreement under this clause 9.6 as an employee record.
- (h) Nichols must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (i) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by Nichols and the employee, instead of being paid for overtime worked by the employee. If Nichols agrees to the request then clause 9.6 will apply, including the requirement for separate written agreements under clause 9.6(b) for overtime that has been worked.
- (j) If, on the termination of the employee's employment, time off for overtime worked by the employee to which this clause 9.6 applies has not been taken, Nichols must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

10 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

10.1 Employee may request change in working arrangements

Clause 10 applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 10 is addition to s.65.

10.2 Responding to the request

- (a) Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
- (i) the needs of the employee arising from their circumstances;
 - (ii) the consequences for the employee if changes in working arrangements are not made; and
 - (iii) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

10.3 What the written response must include if the employer refuses the request

- (a) Clause 10.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 10.2.
- (b) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 10.2, the written response under s.65(4) must:
- (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

10.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 10.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

26A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 10, can be dealt with under clause 23 — Dispute Resolution Procedure.

PART 4 – CLASSIFICATIONS, REMUNERATION AND ALLOWANCES

11 CLASSIFICATION STRUCTURE

- (a) The classifications are set out in Schedule 1.
- (b) Employees may be required to perform duties associated with higher or lower classifications from time to time without amounting to a change in their classification, however they may be entitled to a higher duties allowance in clause 14.5 below.

12 REMUNERATION

12.1 Wage Rates

The wage rates are outlined below:

| Level | Current Rates First full pay period on or after 1 July 2023 | |
|-------|--|-------------|
| | Hourly rate | Weekly rate |
| 1 | \$23.33 | \$886.54 |
| 2 | \$23.96 | \$910.48 |
| 3 | \$24.28 | \$942.40 |
| 4 | \$24.59 | \$934.42 |
| 5 | \$24.90 | \$946.20 |
| 5a | \$24.94 | \$947.72 |
| 6a | \$25.54 | \$970.52 |
| 7a | \$28.06 | \$1066.28 |
| 7b | \$29.34 | \$1114.92 |

12.2 Junior wages

The wages for a junior employee are the following percentages of the relevant classification as set out in clause 12.1:

| | |
|--------------------------|-----|
| Age | % |
| 16 years of age or less | 70 |
| 17 years of age | 80 |
| 18 years of age and over | 100 |

12.3 Superannuation

- (a) Nichols will pay the superannuation contributions in the amount necessary to discharge its minimum obligations under the applicable legislation as amended from time to time on a monthly basis.
- (b) Nichols will make superannuation contributions to a compliant fund nominated by the employee, or if no fund is nominated, into TasPlan Super fund.
- (c) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise Nichols to pay on behalf of the employee a specified amount or percentage from the post-taxation salaries of the employee into the same superannuation fund as Nichols makes the superannuation contributions provided for in clause 12.3(b) above.
- (d) An employee may adjust the amount the employee has authorised Nichols to pay from

the wage of the employee from the beginning of the first full pay period following the giving of one (1) month's written notice to Nichols.

13 PAYMENT OF WAGES

- (a) Wages will be paid weekly; either:
 - (i) according to the actual ordinary hours worked each week; or
 - (ii) according to the average number of ordinary hours worked each week.
- (b) Payment of Wages will be by electronic funds transfer or direct deposit. Payment by electronic funds transfer or direct deposit shall be into a banking or financial institution nominated by the employee.
- (c) Where written authority is provided by the employee, Nichols will deduct union membership fees from the employee's wages or salary and remit them, along with a schedule of such contributions, to the Union at monthly intervals. The employee authorises Nichols to deduct fees when the employee completes a UWU membership card authorising payroll deductions.

14 ALLOWANCES

14.1 Leading hand allowance

An employee who is in charge of one or more employees, will be paid, in addition to their own classification, the following:

| In charge of | Amount per week |
|----------------------|------------------------|
| 1-19 employees | \$36.42 |
| 20 or more employees | \$60.86 |

14.2 First aid allowance

An employee who is the holder of a current recognised first aid certificate shall, if nominated to act as first aid officer, be paid an allowance of \$19.93 per week for each week that they are required to act as a first aid officer.

14.3 Meal allowance

An employee required to work overtime for at least one and a half hours after working ordinary hours must be paid by Nichols an amount of \$16.81 to meet the cost of a meal, except where a meal is provided by Nichols.

14.4 Vehicle allowance

When employees are required to travel in the performance of their duties they will generally be supplied with a vehicle for this travel. If an employee is required to use their own motor vehicle for travelling from one place to another during working time they will be paid \$0.95 per kilometre.

14.5 Higher Duties

An employee engaged for more than 4 hours during one day on duties carrying a higher wage than the employee's ordinary classification must be paid the higher wage for such day. If engaged for 4 hours or less during one day, the employee must be paid the higher wage for the time so worked.

14.6 On Call

Nichols may operate an on call casual roster during which an employee must be available for recall to duty. Any employee rostered on the on call roster will be paid an allowance of \$100 per week.

14.7 Labelling Allowance

- (a) Primary responsibility of the bulk, Coles-bulk, tray carton labeller and Espera labelling machines currently includes a high degree of manual entry of information.
- (b) Due to the higher degree of responsibility involved in manual entry of the above information, an allowance of \$1 per hour (pro rata) will be allocated for the hours worked directly on the labelling machine. This allowance does not apply in the following circumstances:
 - (i) Placing any pre-printed label on a product or box;
 - (ii) Checking that labelling matches the product;
 - (iii) Using scanning devices to match products to orders; or
 - (iv) Where the only selection in order to label is to choose the product type.
- (c) Any changes to processing and systems in these areas will require a review of this clause to redefine the areas and equipment within the factory which attracts this allowance

14.8 Cold Work

An employee working for more than one hour in a place where the temperature is reduced by artificial means must be paid the following hourly rates per hour or part thereof extra:

- (a) From -15.6 C to -18.0 C \$0.89; or
- (b) Less than -18.0 C to -23.3 C \$1.56; or
- (c) Less than - 23.3 C \$2.44

14.9 Forklift Allowance

An employee required to drive a forklift by Nichols will receive an allowance of \$1.00 per day.

15 INCREASE IN WAGE RATES AND ALLOWANCES

- (a) The Base Wage for the classifications set out in this Agreement will be increased by:
 - (i) 2% on the rates provided in the table at clause 12 from the beginning of the first full pay period on or after 1 July 2023; and
 - (ii) An increase equivalent to the percentage increase as determined by the FWC national minimum wage decision of 2024 from the beginning of the first full pay period on or after 1 July 2024.
- (b) The allowances set out in clause 14 of this Agreement shall be increased by the same amount as the Award.
- (c) The wage rates in Clause 12.1 of this Agreement will not fall below those specified in the Award including any amendments to the Award during the life of this Agreement.

PART 5 – LEAVE ENTITLEMENTS

16 ANNUAL LEAVE

16.1 Entitlement

An employee, other than a casual employee, is entitled to annual leave in accordance with the NES, which can be summarised as follows:

- (a) For each year of service with Nichols, an employee is entitled to 4 weeks of annual leave.
- (b) An employee's entitlement to annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

16.2 Additional leave for shift workers

An employee who is a 7 day shiftworker who is regularly rostered to work on Sundays and Public Holidays is entitled to 1 additional week of annual leave for each year of service.

16.3 Rules for taking annual leave

Annual leave can be taken for a period agreed between Nichols and an employee, and Nichols will not unreasonably refuse to agree to a request by an employee to take annual leave.

16.4 Payment for annual leave

- (a) An employee will be paid their Base Wages during periods of annual leave.
- (b) In addition, an employee will receive:
 - (i) 17.5% leave loading; or
 - (ii) if the employee would have worked weekend work or shift work if the employee had not been on leave, the higher of:
 - (A) a loading of 17.5% calculated on the Base Wage; or
 - (B) the relevant weekend and/or shift penalty rate payments the employee would have received in respect of ordinary hours of work had the employee not been on leave during the relevant period.
- (c) Leave loading applies to accrued annual leave upon termination of employment.

16.5 Annual leave, excluding Public Holidays and Other Periods of Leave

- (a) If a Public Holiday falls within a period of an employee's leave, annual leave must not be deducted for that Public Holiday.
- (b) If, during a period of annual leave, the period includes any personal/carer's leave, compassionate leave, or community service leave, the employee is taken not to be on paid annual leave for the period of that leave.

16.6 Extensive accumulated annual leave

- (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 16.2).
- (b) If an employee has an excessive leave accrual, Nichols or the employee will seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 16.7 sets out how Nichols may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 16.8 sets out how an employee who has an excessive leave accrual may require Nichols to grant paid annual leave requested by the employee.

16.7 Excessive leave accruals: direction by Nichols that leave be taken

- (a) If Nichols has genuinely tried to reach agreement with an employee under clause 16.6(b) but agreement is not reached (including because the employee refuses to confer), Nichols may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by Nichols under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 16.6, 16.7 or 16.8 or otherwise agreed by Nichols and the employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by Nichols and the employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 16.7(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, Nichols must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

16.8 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with Nichols under clause 16.6(b) but agreement is not reached (including because Nichols refuses to confer), the employee may give a written notice to Nichols requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to Nichols under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 16.7(a) that, when any other paid annual leave arrangements (whether made under clause 16.6, 16.7 or 16.8 or otherwise agreed by Nichols and the employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 16.6, 16.7 or 16.8 or otherwise agreed by Nichols and the employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by Nichols and the employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks'

paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 16.2) in any period of 12 months.

- (e) Nichols must grant paid annual leave requested by a notice under paragraph (a).

16.9 Annual leave in advance

- (a) Nichols and an employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by Nichols and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (c) Nichols must keep a copy of any agreement under clause this 16.9 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under this clause 16.9, Nichols may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

16.10 Cash Out of Annual Leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under this clause 16.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this clause 16.10.
- (c) Nichols and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement to cash out annual leave must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under this clause 16.10 must be signed by Nichols and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made, including leave loading.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) Nichols must keep a copy of any agreement under this clause 16.10 as an employee record.

17 PERSONAL LEAVE AND COMPASSIONATE LEAVE

17.1 Entitlement to personal leave

An employee (other than a Casual Employee) is entitled to personal leave in accordance with the NES, which can be summarised as follows:

- (a) For each year of service with Nichols, an employee is entitled to 10 days of paid personal leave.
- (b) An employee's entitlement to paid personal leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- (c) If an employee is terminated by Nichols and is re-engaged within a period of six months, then the employee's unclaimed balance of paid personal/carer's leave continues from the date of re-engagement.

17.2 Taking personal leave

An employee may take personal leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

17.3 Payment for personal leave

If an employee takes a period of personal leave, Nichols will pay the employee at the employee's Base Wage for the employee's ordinary hours of work.

17.4 Entitlement to compassionate leave

An employee is entitled to compassionate leave in accordance with the NES, which can be summarised as follows:

- (a) An employee is entitled to 2 days of compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) If an employee, other than a Casual employee, takes a period of compassionate leave Nichols will pay the employee at their Base Wage for that period.
- (c) If a Casual employee takes a period of compassionate leave, this will be unpaid leave.
- (d) Notwithstanding clause 17.4(a), if an employee is required to travel interstate, they will be entitled 4 days of compassionate leave on those occasions.

17.5 Notification of absence

An employee must notify Nichols as soon as practicable if the employee will be absent on personal leave or compassionate leave, and must advise Nichols of the period or the expected period of the leave.

17.6 Evidence

When taking personal leave or compassionate leave the employee is to provide to Nichols, when requested, evidence of the reason for the personal leave or compassionate leave that would satisfy a reasonable person that the leave was taken for a reason specified in:

- (a) 17.2 for personal leave; or
- (b) 17.4(a) for compassionate leave.

No evidence is required for 5 days per Calander year, non-cumulative.

18 UNPAID CARER'S LEAVE

18.1 Entitlement

If an employee has no remaining personal/carer's leave, or if the employee is a Casual Employee, the employee is entitled to up to 2 days' unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

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

18.2 Notification of absence

An employee must notify Nichols as soon as practicable if the employee will be absent on unpaid carer's leave.

18.3 Evidence

When taking unpaid carer's leave the employee is to provide to Nichols evidence that would satisfy a reasonable person that the leave was taken for a reason set out in 18.1.

19 LONG SERVICE LEAVE

Employees are entitled to Long Service Leave in accordance with the *Long Service Leave Act 1976* (Tas). Nichols will, where reasonable to do so, allow single days of long service leave on request.

20 COMMUNITY SERVICE LEAVE

- (a) An employee is entitled to apply for community service leave in accordance with the NES.
- (b) Community Service Leave includes:
 - (i) Paid leave of up to 10 days per summons for Jury Service. The payment will be the employee's base rate of pay less any Jury Service pay; and
 - (ii) Unpaid leave to carry out voluntary emergency management activities.
- (c) Community service leave is non-cumulative.
- (d) Nichols will also consider, at their absolute discretion and on a case by case basis, approving paid community service leave when:
 - (i) an employee is:
 - (A) a voluntary member of State Emergency Service Tasmania, Tasmania Fire Service or a similar body; and
 - (B) required to attend an emergency response associated with that membership; and
 - (ii) the circumstances of the emergency are serious enough to warrant paid community service leave.
- (e) Community Service leave will be approved in accordance with the Leave Management Procedure with paid community service leave being approved by two senior managers.

21 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

21.1 Definitions

- (a) In this clause:
 - (i) family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

- (ii) family member means:
 - (A) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (B) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (C) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 21.1(a) above includes a former spouse or de facto partner.

21.2 Entitlement to unpaid leave

- (a) An employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:
 - (i) the leave is available in full at the start of each 12 month period of the employee's employment; and
 - (ii) the leave does not accumulate from year to year; and
 - (iii) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

21.3 Taking paid leave

- (a) An employee may take paid leave to deal with family and domestic violence if the employee:
 - (i) is experiencing family and domestic violence; and
 - (ii) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

21.4 Notice and evidence requirements

- (a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 21. The notice:

- must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- must advise the employer of the period, or expected period, of the leave.

- (b) Evidence

An employee who has given their employer notice of the taking of leave under clause 21 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 21.3.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

21.5 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 21.5 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 21 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

21.6 Compliance

An employee is not entitled to take leave under clause 21 unless the employee complies with clause 21.

22 PUBLIC HOLIDAYS

- (a) Public Holidays are provided for in the *Statutory Holidays Act 2000* (Tas), which are currently: New Year's Day, Australia Day, Eight Hours Day, Good Friday, Easter Monday, ANZAC Day, Queen's Birthday, local Show Day; Recreation Day, Christmas Day, and Boxing Day.
- (b) By agreement between Nichols and an employee, an alternative day may be taken as the Public Holiday instead of any of the prescribed days. The alternative day is then taken to be the Public Holiday and treated as such for all purposes of the Agreement.

PART 6 – DISPUTE RESOLUTION AND CONSULTATION

23 DISPUTE SETTLEMENT PROCEDURE

- (a) If a dispute relates to:
- (i) a matter arising under this Agreement; or
 - (ii) the National Employment Standards (NES)
- this clause sets out procedures to settle the dispute.
- (b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
- (e) FWC may deal with the dispute in two stages:
- (i) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if FWC is unable to resolve the dispute at the first stage, FWC may then:
 - (A) arbitrate the dispute; and
 - (B) make a determination that is binding on the parties
- (f) While the parties are trying to resolve the dispute using the procedures in this clause:
- (i) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) an employee must comply with a direction given by Nichols to perform other available work at the same workplace, or at another workplace, unless:
 - (A) the work is not safe; or
 - (B) applicable work, health and safety legislation would not permit the work to be performed; or
 - (C) the work is not appropriate for the employee to perform; or
 - (D) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (g) The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

24 CONSULTATION

24.1 Requirement to consult

This clause applies if Nichols:

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

employees.

24.2 Major Change

- (a) For a major change referred to in clause 24.1(a):
 - (i) Nichols must notify the relevant employees of the decision to introduce the major change; and
 - (ii) subclauses (b) to (g) will apply.
- (b) The relevant employees may appoint a representative, including the Union for the purposes of the procedures in this clause.
- (c) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the Nichols of the identity of the representative or the Union advises it is representing its membersNichols must recognise the representative
- (d) As soon as practicable after making its decision, Nichols must:
 - (i) discuss with the relevant employees:
 - (A) the introduction of the change; and
 - (B) the effect the change is likely to have on the employees; and
 - (C) measures Nichols is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the employees; and
 - (C) any other matters likely to affect the employees.
- (e) However, Nichols is not required to disclose confidential or commercially sensitive information to the relevant employees or representative (if any).
- (f) Nichols must give prompt and genuine consideration to matters raised about the major change by the relevant employees and the representative (if any).
- (g) In this clause, a major change is **likely to have a significant effect on employees** if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of Nichols' workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

24.3 Change to regular roster or ordinary hours of work

- (a) For a change referred to in clause 24.1(b):

- (i) Nichols must notify the relevant employees of the proposed change; and
 - (ii) subclauses (a) to (f) apply.
- (b) The relevant employees may appoint a representative, including the Union for the purposes of the procedures in this term.
- (c) If:
- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise Nichols of the identity of the representative or the Union advises it is representing its members;
 - (iii) Nichols must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, Nichols must:
- (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant employees:
 - (A) all relevant information about the change, including the nature of the change; and
 - (B) information about what Nichols reasonably believes will be the effects of the change on the employees; and
 - (C) information about any other matters that Nichols reasonably believes are likely to affect the employees; and
 - (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (e) However, Nichols is not required to disclose confidential or commercially sensitive information to the relevant employees or representative (if any).
- (f) Nichols must give prompt and genuine consideration to matters raised about the change by the relevant employees and representative (if any).

24.4 Meaning of relevant employees

In this clause 24, *relevant employees* means the employees who may be affected by a change referred to in 24.1.

25 CONSULTATIVE COMMITTEE

All parties to the Agreement recognise the importance of open and honest consultation. A Consultative Committee consisting of site management and Uwu representatives will be maintained and meet at least on a quarterly basis, unless both parties agree the meeting is not required. An agenda will be distributed one week prior to the meeting and a standing item of major workplace change will be included.

PART 7 – TERMINATION AND REDUNDANCY

26 TERMINATION OF EMPLOYMENT

26.1 Notice of Termination by Nichols

Nichols can terminate an employee's employment by giving notice of termination, or a payment in lieu of part or all of the notice period, in accordance with the following table:

| Employee's period of continuous service with Nichols | Period of notice |
|--|------------------|
| Not more than 1 year | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

plus Nichols will provide an additional 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with Nichols.

26.2 Notice of termination by an employee

- (a) An employee may terminate his or her employment by giving Nichols notice in accordance with clause 26.1, except there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee fails to give the required notice Nichols may withhold from any monies due to the employee on termination an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.
- (c) If an employee who is at least 18 years old does not give the period of notice required as set out in clause 26.1, then the Nichols may deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.

26.3 Job search entitlement

- (a) Where Nichols has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment.
- (b) The time off is to be taken at times that are convenient to the employee after consultation with Nichols.

26.4 Summary Dismissal

Nichols may terminate an employee's employment summarily where that employee is guilty of serious misconduct, which is:

- (a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
- (b) conduct that causes serious and imminent risk to:
 - (i) the health or safety of a person; or
 - (ii) the reputation, viability or profitability of Nichol's business; and
- (c) includes each of the following:

- (i) the employee in the course of their employment engaging in theft, fraud or assault;
- (ii) the employee being intoxicated at work;
- (iii) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's employment.

26.5 Payment of wages on termination

Nichols must pay the final pay no later than 7 days after the day on which the employee's employment terminates.

27 REDUNDANCY

27.1 Redundancy pay

(a) An employee is entitled to be paid redundancy pay in accordance with the NES, if the employee's employment is terminated at Nichol's initiative because Nichols no longer requires the employee's job to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

(b) The amount of redundancy pay will be in accordance with the following table:

| Employee's period of continuous service with Nichols | Redundancy pay period |
|---|------------------------------|
| At least 1 year but less than 2 years | 4 weeks |
| At least 2 years but less than 3 years | 6 weeks |
| At least 3 years but less than 4 years | 7 weeks |
| At least 4 years but less than 5 years | 8 weeks |
| At least 5 years but less than 6 years | 10 weeks |
| At least 6 years but less than 7 years | 11 weeks |
| At least 7 years but less than 8 years | 13 weeks |
| At least 8 years but less than 9 years | 14 weeks |
| At least 9 years but less than 10 years | 16 weeks |
| At least 10 years | 12 weeks |

27.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and Nichols may, at Nichol's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.

27.3 Job search entitlement

(a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of Nichols, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 26.3.

27.4 Exemption to pay redundancy pay

- (a) There is no requirement for Nichols to pay redundancy pay to any employee where there is not a redundancy situation, or to employees:
 - (i) who resign from their employment with Nichols;
 - (ii) where their employment is terminated as a consequence of conduct or capacity;
 - (iii) who are engaged as casual employees;
 - (iv) with continuous service with Nichols of less than 12 months;
 - (v) where Nichols obtains acceptable alternative employment for them;
 - (vi) who reject an offer of employment made by another employer that:
 - (A) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with Nichols immediately before the termination; and
 - (B) recognises the employee's service with Nichols; and
 - (C) had the employee accepted the offer, there would have been a transfer of employment in relation to the employee.

PART 8 – OTHER MATTERS

28 UNION DELEGATE RIGHTS

Nichols will:

- (a) recognise the place of union delegates in the workplace and allow delegates to perform their role without discrimination;
- (b) give union delegates reasonable access to phone, photocopying, printing and internet facilities to carry out work as a delegate. Union Delegates will be allowed, subject to prior supervisor notification, reasonable paid time during normal working hours to conduct on-site Union business with team members, including collection of information.
- (c) allow a union delegate/Official adequate paid time to meet with new employees and any labour hire workers performing work that would otherwise be covered by this Agreement for the purposes of introducing and explaining this Agreement and Union matters. Except where otherwise agreed, this will occur prior to the employee commencing their first shift;
- (d) allow union delegates reasonable paid time to conduct delegate business;
- (e) allow union delegates reasonable paid time to attend union meetings, to a maximum of 4 hours per year unless otherwise approved by Nichols;
- (f) allow union delegates to place union notices on the Nichols notice board with prior approval of the notices from Nichols; and
- (g) consider, in its absolute discretion and on a case by case basis, approving applications from the union for delegates to attend union training.

28.2 Union Meetings

- (a) During the term of this Agreement, the Union is entitled to hold paid meetings with its members to discuss matters concerning the terms of this Agreement. Meetings will be scheduled by mutual consent with Nichols at an agreed time.
- (b) It is recognised that additional time will be granted prior to and during bargaining by mutual consent with Nichols at an agreed time. No reasonable request will be refused.
- (c) Satisfactory arrangements are to be made for the maintenance of essential services during the meetings.

28.3 Trade Union Training Leave

- (a) Nichols will allow 6 days for two Delegates each calendar year, non-cumulative, to attend courses conducted or approved by the Union, which are designed to promote good industrial relations.
- (b) The granting of leave shall be subject to the Delegate or the Union giving not less than two weeks' notice of the course, or such lesser period of notice as may be agreed by Nichols;
- (c) Leave of absence granted shall count as service for all purposes of this Agreement;

- (d) Each Delegate granted leave shall be paid at the Delegate's full rate of pay, including shift loadings and penalties where applicable;
- (e) A Delegate may be required to satisfy Nichols of attendance at the course to qualify for payment of leave.

29 LABOUR HIRE ARRANGEMENTS

Where there is a need for supplementary labour to meet temporary or peak work requirements, the Company will require its contractors to pay those workers described in the classifications of this Agreement entitlements no less than the rates as set out in Part 4 of this Agreement - Classifications, Remuneration and Allowances.

30 INTERNAL ADVERTISEMENT FOR ROLES

The Company will advertise permanent positions internally on site.

31 PERSONAL PROTECTIVE CLOTHING (PPE)

The Company will provide the necessary PPE it considers relevant to enable the employees to undertake their roles safely. The PPE will be replaced on a fair wear and tear basis.

32 FORKLIFT LICENSES

The Company will pay for new forklift license costs and renewals for employees who are required to undertake forklift duties as part of their duties.

SIGNING PAGE

The parties to this Agreement as referred to in clause 2, agree to the terms of this Agreement.
EXECUTED as an agreement this _____ day of _____ 2023

Name Signatory
Joshua Fletcher

Address C/- 380 Chapel Road
Sassafras, TAS, 7307

Authority Chief Financial Officer
to sign
(title)

Signature _____

Signed for and on behalf of Nichols.

Name Signatory
Ben Redford

Address 833 Bourke Street Docklands VIC 3008

Title Director, United Workers Union

Signature 

Bargaining Representative

Name Signatory

Address _____

Title _____

Signature _____

Bargaining Representative

SCHEDULE 1

CLASSIFICATIONS

For the purposes of this Agreement, the classification definitions are as follows:

Process Employee Level 1

Entry level employee, usually a Casual, works under direct supervision, either individually or in a team environment, undertakes on the job training in quality systems, exercises minimal discretion, undertakes training for any task.

An employee remains at this level for the first 3 months or until they are capable of effectively performing the tasks required so as to enable them to progress to a higher level as a position becomes available.

Process Employee Level 2

Previously a Process Employee Level 1; or proven and demonstrated skills at this level. Responsible for the quality of their work within this level, undertakes duties in a safe and responsible manner, exercises minimal judgment.

Tasks can include, but are not limited to, loading and unloading the crate washer for finished product, locating and removing any residual feathers from carcasses on the line, re-hanging poultry post-primary grading and/or including wet re-hanging or hanging on to automatic cut up, or operator scales, carton strapping, including minor adjustment and tape installation, maintaining plant hygiene, including laundering protective clothing in the factory environs, placing a pad on a tray, a plastic liner in a crate, or forming cartons manually or semi-automatically, loading trays into an automatic wrapping machine and/or the hand application of stick-on labels on tray packs or bags, moving product between work areas as directed/and or distributing ice throughout the plant where required, receiving incoming goods and/or packaged products from the plant and/or sorting and stacking products inside a freezer or chiller room, and retrieving this product for despatch, operating material handling equipment which may require a licence, conveyer or shrink wrap machine.

An employee remains at this level until they have developed the skills to allow the employee to effectively perform the tasks required and are assessed to be competent to perform effectively at a higher level so as to enable them to progress as a position becomes available.

Process Employee Level 3

Previously a Process Employee Level 2 or lower; or proven and demonstrated skills at this level.

Responsible for the quality of their own work within this level, will be required to have a working knowledge of quality systems, works in a team environment.

Employees engaged in the product areas from where the kill and eviscerating lines meet to the point of entry into the first washer and/or chiller, including re-hanging, vent opening, eviscerating, harvesting, pre-pack presenter and evisceration checker. Placing a whole bird and/or pieces into a plastic bag and/or clipping and/or placing the bagged or bulk bird into a carton or crate to quality standards. Placing a bird and/or pieces into a plastic bag and/or clipping the bag on an automatic or semi-automatic machine. Sorting and selecting pieces of boneless product to achieve random/set weights on valumatic trays and presenting the product to quality specifications which includes no blemishes, no retention of viscera and no protrusions or overlap, and to a standard specification layout. All duties relating to a nine piece cut up machine in order to consistently achieve quality standards. General work associated with the preparation,

packing and storage of uncooked and cooked processed poultry products using steam and/or other means of heating. All mincing, filling, de-bone machine operation, flavour injector operation and mixer operation.

An employee remains at this level until they have developed the skills to allow the employee to effectively perform the tasks required and are assessed to be competent to perform effectively at a higher level so as to enable them to progress as a position becomes available.

Process Employee Level 4

Previously a Process Employee Level 3 or lower; or proven and demonstrated skills at this level. Responsible for the quality of their own work within this level, will be required to have a working knowledge of quality systems, works in a team environment.

Operating a weight labelling machine which automatically places a price-weight label, entering product and/or price coding and positioning labels to set quality standards. Manually recording the type and weight of finished product from the packing floor to storage. Unloading crates on to a dock, hanging live birds and/or catching escaped birds, assisting in the back up killing and restacking live bird crates. Ensuring the accurate recording of product leaving the chiller or freezer ready for loading into a truck for despatch. Adult employees, driving a semi-trailer of any capacity within plant environs, loading and unloading the vehicle, monitoring livestock cooling devices and completing records as required. Rendering or digestion operators.

An employee remains at this level until they have developed the skills to allow the employee to effectively perform the tasks required and are assessed to be competent to perform effectively at a higher level so as to enable them to progress as a position becomes available.

Process Employee Level 5

Previously a Process Employee Level 4 or lower; or proven and demonstrated skills (including as appropriate, Industry Certification) at this level.

Responsible for the quality of their own work within this level, will be required to have a working knowledge of quality systems, works in a team environment.

De-boning poultry manually, on a semi-automatic machine or an on-line boning operation, to specified standards, measuring and recording the physical properties of the whole bird or portions to established standards of measurement. This may include temperature, flock assessment, scalding characteristics, evisceration performance, water pick up where appropriate, bacteria control measures and preparation for laboratory staff and inspection services. Skilled use of a hand operated rotary saw to cut the whole bird and/or pieces to set standards. Quality assurance of primary grading of whole birds immediately after exiting the water and/or air chiller to predetermined quality specifications, sorting and selecting to meet those standards and placing the birds on shackles for distribution within the packing plant. Primary operation and care of all appropriate materials handling equipment under licence.

Catcher Employee Level 5A

Responsible for the quality of their own work within this level, will be required to have a working knowledge of quality systems, works in a team environment.

Undertakes the catching and transportation of live chickens from sheds both on site and on contract growers' sites. Manually catching chickens and loading into crates for transportation and loading and unloading of modules onto the back of a vehicle.

This work is performed at night time, requires a good level of physical fitness and employees must have a valid and un-restricted driver's licence with forklift licence preferred.

Senior Staff Members Level 6

A senior staff member is one who shows skill, dedication and consistency when working within their team. Staff members at this level are positive role models, good communicators, knowledgeable about the business and a champion of the Safety and Quality Assurance systems and processes in place at Nichols Poultry.

Duties may include:

- Primary operation of mobile plant and equipment, such as forklifts, trucks and heavy machinery.
- Working alone for a large percentage of worked hours, without much supervision (including remote supervision).

Safe work practices are a large part of the role and include the following:

- Report all incidents, near-hits and hazards to Senior Team Leader or Team Leader
- Participate in hazard identification and risk assessment processes
- Participate in incident investigations as required
- Undertake WHS training as required
- Participate in proactive safety programs
- Stop the job if unsure of task, or if there is an immediate risk to health or safety
- Actively participate in return to work plans if required

Promotion to this classification can occur in one of two ways:

- 1) Work to the tasks as set out above; or
- 2) Promotion based on the skills and abilities as set out above, at management discretion.

Team Leader Level 7A

Employees in this role report to senior team leader and are responsible for day to day running of their departments.

Main duties include:

- Supervisory duties of the people working within scope of control.
- Ensure that the work performed by the team meets quality standards and that they are encouraging of each other to complete their duties in a timely fashion.
- Encourage positive actions and behaviours, as well as reporting to the senior team leader regarding under-performance or non-conformance with company policies or procedures.
- Employees in this role must understand their department thoroughly and have a very good understanding of the business as a whole and the unique challenges and situations that can be presented to them as a member of our leadership team to be able to deal with them in a productive and positive manner.
- Supervisory duties of staff members, including some performance management in conjunction with your senior team leader and management.
- Lead by example at all times with your high workplace health and safety, quality assurance standards and a positive attitude.
- Monitor and enforce compliance with company standard operating procedures.
- A strong focus on production efficiency, identifying areas for improvement and systems or processes which create bottlenecks within production.
- Assisting in the daily functions of the department from time to time as required.

Safe work practices are a large part of the role and include the following:

- Report all incidents, near-hits and hazards to Senior Team Leader
- Participate in hazard identification and risk assessment processes

- Participate in incident investigations as required
- Undertake WHS training as required
- Lead proactive safety programs
- Stop the job if unsure of task, or if there is an immediate risk to health or safety
- Ensure direct reports are aware of WHS responsibilities and requirements
- Ensure direct reports are instructed, trained, and supervised to perform their tasks safely and effectively
- Provide support and supervision for return to work plans

Senior Team Leader Level 7B

Employees in this role are the first point of contact on the factory floor for management and report to the Production Co-ordinator. Senior Team Leaders have full responsible for day to day running of their department and have at least one team leader reporting to you and assisting in daily supervision of staff and monitoring of productivity, QA and Safety.

Main duties are:

- Assist management in achieving production targets and goals, such as time frames on production runs, ensuring that the stock levels are accurate and managed and monitoring worked hours of staff.
- Control the stocktaking process for area of control monthly or as needed.
- Be pro-active in identifying profit leaks in the department, including recommending areas for improvement
- Ensure machinery within the department is well maintained and getting attention from maintenance staff as and when required.
- Monitor and evaluate staff performance
- Work with management in assigning rostered hours and rotating casual staff to ensure full time staff receive a minimum of 38 hours per week.
- Ensure accurate and timely finalisation of paperwork for the QA team
- Effective stock management
- A strong focus on production efficiency, identifying areas for improvement and systems or processes which create bottlenecks within production.
- Compliance with labelling requirements within department
- Ensure that the team are fully trained in their duties, including compliance to SOP's and company policies. Where training does not exist, work with management to devise a training strategy.
- Assisting in the daily functions of the department from time to time as required.

Safe work practices are a large part of the role and include the following:

- Report all incidents, near-hits and hazards to Production Manager
- Participate in incident investigations as required
- Provide WHS initiatives and improvements
- Undertake WHS training as required
- Lead proactive safety programs
- Stop the job if unsure of task, or if there is an immediate risk to health or safety
- Ensure direct reports are aware of WHS responsibilities and requirements
- Ensure direct reports are instructed, trained, and supervised to perform their tasks safely and effectively
- Provide support and supervision for return to work plans

A senior team leader may be moved between departments to gain an understanding of different production areas to develop a deeper understanding of the business as well as to learn new skills.